

When Recorded Return To:

City of Kent
Property Management
220 4th Avenue South
Kent, WA 98032



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PACIFIC NW TIT COV
PAGE 001 OF 011
08/18/2005 15:11
KING COUNTY, WA

PNNT - WA303-12

Reference No.: N/A

(11) 42

Grantors: Pacific Services Company, Inc.

Grantee: City of Kent

Abbreviated Legal Description: Ptn. of NE ¼ of NE ¼ Sec. 21, Twn. 22 N, Rge 4E

Additional Legal Description is on Exhibit A of Document

Assessor's Tax Parcel No.: 2122049031

Project Name: Midway Retail Center – Lowe's

Said document(s) were filed for record by Pacific Northwest Title as accommodation only. It has not been examined as to proper execution or as to its affect upon title.

CLEAR YARD COVENANT AND RESTRICTIONS

This Agreement is entered into by and between Pacific Services Company, Inc. ("Grantor") and the City of Kent, a state of Washington municipal corporation (the "City").

RECITALS

Grantor has submitted to the City a project permit application for Midway Retail Center – Lowe's, Permit Application Tracking Number RJ19-2050497 regarding the real property legally described in Exhibit A (the "Property") and depicted on Exhibit B both of which are attached and incorporated by this reference.

The project permit application anticipates construction of separate, but connected buildings (the "Primary Buildings"). This Agreement shall apply to all Primary Buildings vested under the 2003 edition of the International Building Code (IBC). The City and Grantor

agree that given the unique circumstances presented in this project permit application, Grantor agrees to the covenants and restrictions in this Agreement in order to establish compliance; under the 2003 edition of the section IBC 104.10, with the unlimited area code provisions in section 507 of the IBC.

In exchange for the consideration of permit approval, contingent upon the City's determination of compliance with all other pertinent provisions of the IBC and other pertinent regulations, and other good and valuable consideration, Grantor and the City agree that the Property shall be held, sold, and conveyed subject to the following covenants and restrictions:

AGREEMENT

1. Grantor agrees that a sixty (60) foot wide clear area on the Property (the "Yard"), legally described in Exhibits C-1, C-2, and C-3, and depicted in Exhibit B, shall adjoin the Primary Buildings and shall be maintained free of any building or structure, and shall be maintained as a Yard as that term is defined in the IBC. This Agreement shall not, however, prevent the Yard from being used for driveways, sidewalks, curbs and gutters, parking, landscaping and similar uses which do not constitute buildings or structures as contemplated by the IBC.
2. Grantor agrees that the Primary Buildings shall be constructed with four (4) hour fire resistive fire walls constructed in accord with the IBC, Section 705 as identified on Exhibit B. The same area on Exhibit B will also not contain any openings in the fire walls.
3. All buildings will be sprinklered.
4. The Agreement shall not prohibit the expansion of any of the Primary Buildings into the original Yard so described in Exhibits C-1, C-2, and C-3 so long as the Primary Buildings are entirely surrounded and adjoined by a public way, as defined in the IBC, or a Yard, not less than sixty (60) feet in width. In the event of any such expansion, the Parties will execute an amendment to this Agreement with new Exhibits B, C-1, C-2, and C-3 legally describing and depicting, respectively, the new Yard, subject to compliance with the requirements in Section 5 below.
5. The Agreement shall not be amended or released without the prior written consent of the City's Building Official, which shall be recorded with King County. The consent to an amendment or release by the Building Official shall not be given unless the proposal is in compliance with the then current building code adopted by the City.
6. The parties acknowledge that the City has the power to enforce this Agreement as it would any other code violation, including the refusal to issue building permits for any buildings or structures that would encroach on the Yard.
7. Grantor agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses

or suits, including all legal costs and attorney fees, arising out of or in connection with this Agreement.

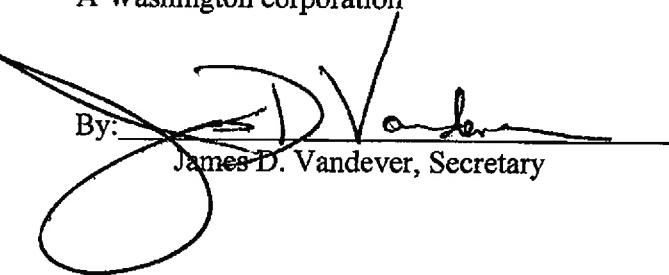
8. This Agreement may be amended to update Exhibits A, B, C-1, C-2, and C-3, provided that such amendment must be agreed upon by both parties and in compliance with Section 5 above.

9. This Agreement shall be a covenant running with the land forever and shall be binding on the Grantor's successors, heirs, and assigns.

THE UNDERSIGNED HAVE READ THE AGREEMENT AND FULLY UNDERSTAND IT.

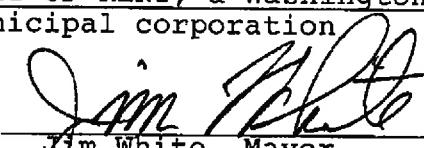
Signed, sealed, and delivered this 16th day of August, 2005.

PACIFIC SERVICE COMPANY, INC.
A Washington corporation

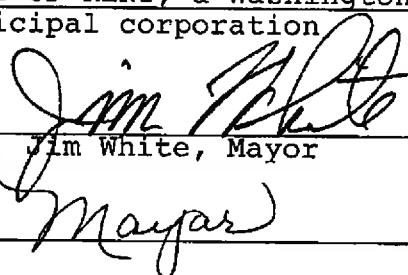
By: 

James D. Vandever, Secretary

CITY OF KENT, a Washington
municipal corporation

By: 

Jim White, Mayor

Its: 

(Notary Acknowledgement Appears on Next Page)

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I hereby certify that on the 16th day of August, 2005, I know or have satisfactory evidence that **JIM WHITE** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument on behalf of the **CITY OF KENT** as its **MAYOR**, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Janice D. Banister
JANICE D. BANISTER
NOTARY PUBLIC, in and for the State of Washington
residing at Kent
My appointment expires 12-19-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On August 8, 2005 before me, Terry L. Malone, Notary Public,
 Name and Title of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared James D. Vandever

Name(s) of Signer(s)

personally known to me
 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.

Terry L. Malone
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
 fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Covenant

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by SignerSigner's Name: James D. Vandever

Individual
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: Pacific Service Company, Inc.

LOT 1 PROPERTY DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH $01^{\circ}11'30''$ WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 240TH STREET; THENCE NORTH $88^{\circ}49'06''$ WEST ALONG SAID SOUTH MARGIN AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 330.11 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH $01^{\circ}10'27''$ WEST ALONG SAID EAST LINE A DISTANCE OF 601.73 FEET;

THENCE NORTH $88^{\circ}49'33''$ WEST A DISTANCE OF 389.00 FEET; THENCE SOUTH $01^{\circ}10'27''$ WEST A DISTANCE OF 12.25 FEET; THENCE NORTH $88^{\circ}49'33''$ WEST A DISTANCE OF 68.66 FEET; THENCE SOUTH $01^{\circ}10'27''$ WEST A DISTANCE OF 37.96 FEET; THENCE NORTH $88^{\circ}49'33''$ WEST A DISTANCE OF 256.11 FEET; THENCE NORTH $01^{\circ}17'24''$ EAST A DISTANCE OF 309.50 FEET; THENCE NORTH $88^{\circ}49'33''$ WEST A DISTANCE OF 44.94 FEET; THENCE NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 5.47 FEET; THENCE NORTH $79^{\circ}26'33''$ WEST A DISTANCE OF 48.00 FEET TO THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH (SR 99); THENCE NORTH $10^{\circ}33'27''$ EAST ALONG SAID MARGIN A DISTANCE OF 271.00 FEET; THENCE SOUTH $79^{\circ}26'33''$ EAST A DISTANCE OF 19.00 FEET; THENCE NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 46.84 FEET; THENCE NORTH $60^{\circ}09'21''$ EAST A DISTANCE OF 15.21 FEET; THENCE NORTH $83^{\circ}38'10''$ EAST A DISTANCE OF 43.53 FEET; THENCE SOUTH $88^{\circ}49'06''$ EAST A DISTANCE OF 56.66 FEET; THENCE NORTH $01^{\circ}10'54''$ EAST A DISTANCE OF 5.27 FEET TO THE SOUTH MARGIN OF SOUTH 240TH STREET; THENCE SOUTH $88^{\circ}49'06''$ EAST ALONG SAID SOUTH MARGIN A DISTANCE OF 621.13 FEET TO THE TRUE POINT OF BEGINNING.

LOT 2 PROPERTY DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH $01^{\circ}11'30''$ WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 240TH STREET; THENCE NORTH $88^{\circ}49'06''$ WEST ALONG SAID SOUTH MARGIN AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 330.11 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH $01^{\circ}10'27''$ WEST ALONG SAID EAST LINE A DISTANCE OF 601.73 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING SOUTH $01^{\circ}10'27''$ WEST ALONG SAID EAST LINE A DISTANCE OF 19.94 FEET;

THENCE SOUTH $88^{\circ}33'17''$ EAST A DISTANCE OF 329.92 FEET;

THENCE SOUTH $01^{\circ}11'30''$ WEST A DISTANCE OF 326.59 FEET;

THENCE NORTH $88^{\circ}25'23''$ WEST A DISTANCE OF 1223.37 FEET TO THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH (SR 99);

THENCE NORtherly ALONG SAID EASTERLY MARGIN THROUGH THE FOLLOWING COURSES;

NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 35.43 FEET;

NORTH $88^{\circ}25'23''$ WEST A DISTANCE OF 12.15 FEET;

NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 302.19 FEET;

SOUTH $88^{\circ}33'17''$ EAST A DISTANCE OF 12.15 FEET;

NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 20.26 FEET;

NORTH $88^{\circ}33'17''$ WEST A DISTANCE OF 12.15 FEET;

NORTH $10^{\circ}33'27''$ EAST A DISTANCE OF 262.33 FEET;

THENCE LEAVING SAID EASTERLY MARGIN SOUTH $79^{\circ}26'33''$ EAST A DISTANCE OF 48.00 FEET;

THENCE SOUTH $10^{\circ}33'27''$ WEST A DISTANCE OF 5.47 FEET;

THENCE SOUTH $88^{\circ}49'33''$ EAST A DISTANCE OF 44.94 FEET;

THENCE SOUTH $01^{\circ}17'24''$ WEST A DISTANCE OF 309.50 FEET;

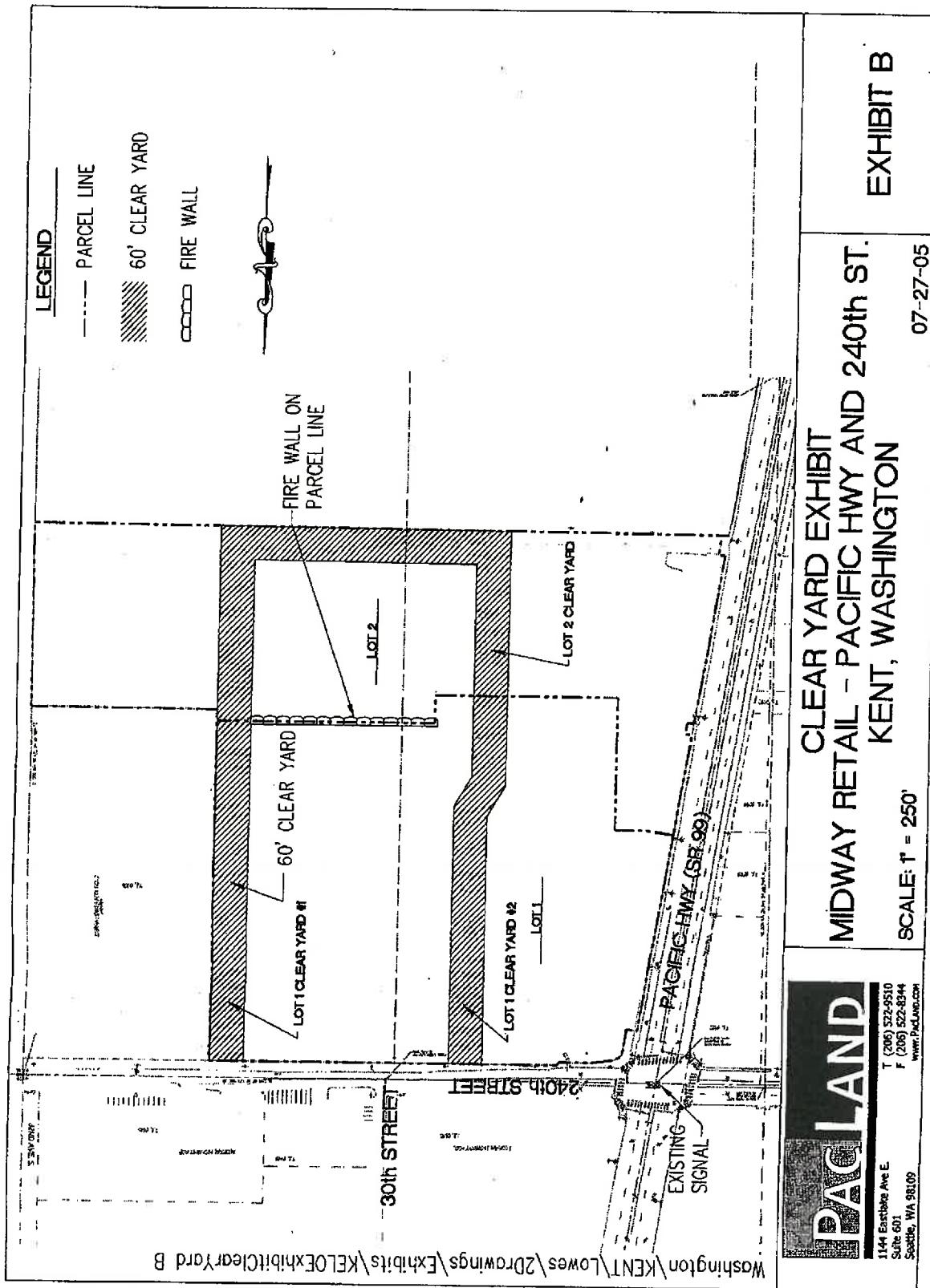
THENCE SOUTH $88^{\circ}49'33''$ EAST A DISTANCE OF 256.11 FEET;

THENCE NORTH $01^{\circ}10'27''$ EAST A DISTANCE OF 37.96 FEET;

THENCE SOUTH $88^{\circ}49'33''$ EAST A DISTANCE OF 68.66 FEET;

THENCE NORTH $01^{\circ}10'27''$ EAST A DISTANCE OF 12.25 FEET;

THENCE SOUTH $88^{\circ}49'33''$ EAST A DISTANCE OF 389.00 FEET TO THE TRUE POINT OF BEGINNING.



LOT 1 CLEAR YARD #1 PROPERTY DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH $01^{\circ}11'30''$ WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH Margin OF SOUTH 240TH STREET; THENCE SOUTH $88^{\circ}49'06''$ EAST ALONG SAID SOUTH Margin AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 330.11 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING OF THE CLEAR YARD 1 HEREIN DESCRIBED;

THENCE SOUTH $01^{\circ}10'27''$ WEST ALONG SAID EAST LINE A DISTANCE OF 601.73 FEET;

THENCE NORTH $88^{\circ}49'33''$ WEST A DISTANCE OF 60.00 FEET; THENCE NORTH $01^{\circ}10'27''$ EAST A DISTANCE OF 601.73 FEET TO THE SOUTH Margin OF SOUTH 240TH STREET;

THENCE SOUTH $88^{\circ}49'33''$ EAST ALONG SAID SOUTH Margin A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING OF CLEAR YARD #1.

LOT 1 CLEAR YARD #2 PROPERTY DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH $01^{\circ}11'30''$ WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH Margin OF SOUTH 240TH STREET;

THENCE NORTH $88^{\circ}49'06''$ WEST ALONG SAID SOUTH Margin AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 110.35 FEET TO THE TRUE POINT OF BEGINNING OF THE CLEAR YARD #2 HEREIN DESCRIBED;

THENCE SOUTH $01^{\circ}10'27''$ WEST ALONG SAID EAST LINE A DISTANCE OF 453.24 FEET;

THENCE SOUTH $31^{\circ}49'55''$ WEST A DISTANCE OF 62.16 FEET;

THENCE SOUTH $01^{\circ}10'27''$ WEST A DISTANCE OF 144.28 FEET TO THE SOUTH Margin OF LOT 1;

THENCE NORTH $88^{\circ}49'33''$ WEST ALONG SAID SOUTH LINE A DISTANCE OF 60.00 FEET;

THENCE NORTH $01^{\circ}10'27''$ EAST A DISTANCE OF 160.73 FEET;

THENCE NORTH $31^{\circ}49'55''$ EAST A DISTANCE OF 62.16 FEET;

THENCE NORTH $01^{\circ}10'27''$ EAST A DISTANCE OF 436.80 FEET TO A POINT ON THE SOUTH Margin OF SOUTH 240TH STREET;

THENCE SOUTH $88^{\circ}49'06''$ EAST ALONG SAID SOUTH Margin A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING OF CLEAR YARD #2.

LOT 2 CLEAR YARD DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 01°11'30" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 240TH STREET; THENCE SOUTH 88°49'06" EAST ALONG SAID SOUTH MARGIN AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 330.11 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 01°10'27" WEST ALONG SAID EAST LINE A DISTANCE OF 601.73 FEET TO A POINT ON THE EAST MARGIN OF LOT 1 AND THE TRUE POINT OF BEGINNING OF THE CLEAR YARD HEREIN DESCRIBED;

THENCE SOUTH 01°10'27" WEST A DISTANCE OF 346.02 FEET TO THE SOUTH MARGIN OF LOT 2; THENCE NORTH 88°23'28" WEST A DISTANCE OF 517.68 FEET; THENCE NORTH 01°10'27" EAST A DISTANCE OF 292.88 FEET; THENCE SOUTH 88°49'33" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 01°10'27" WEST A DISTANCE OF 233.34 FEET; THENCE SOUTH 88°23'28" EAST A DISTANCE OF 397.68 FEET; THENCE NORTH 01°10'27" EAST A DISTANCE OF 285.56 FEET THENCE SOUTH 88°49'33" EAST A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING OF THE CLEAR YARD;



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PAGE 001 OF 058

09/15/2005 15:08

KING COUNTY, WA

AFTER RECORDING MAIL TO:

Name Paul Harman
 Jones, Waldo, Holbrook & McDonough, P.C.
Address 170 South Main Street, Suite 1500
City/State Salt Lake City, UT 84101

61307T 58 \$89

Document Title(s) (for transactions contained therein):

1. Easements, Covenants, Conditions and Restrictions

Reference Number(s) of Documents Assigned or released:**Grantor(s): (Last name first, then first name and middle initial)**

1. Pacific Service Company, Inc., a Washington corporation

Grantee(s): (Last name first, then first name and middle initial)

1. Lowe's HIW, Inc., a Washignton corporation

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Sect. 21, Twp 22N, Rge 4E, NE 1/4 NE 1/4

Assessor's Property Tax Parcel/Account Number(s):

212204-9031-09 and 212204-9035-05 and 212204-9046-02

[X] Complete legal description is on page 54 & 55 of document

Recording Requested By and
When Recorded, Return To:
Paul M. Harman, Esq.
Jones Waldo Holbrook & McDonough
170 South Main Street, Suite 1500
Salt Lake City, UT 84101-1644

EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
BY AND BETWEEN
LOWE'S HIW, INC.
AND
PACIFIC SERVICE COMPANY, INC.

Lowe's Kent WA

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EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECC&Rs"), are made and entered into as of the date of the last execution hereof, which date is the 15 day of September 2005, by and between Pacific Service Company, Inc., a Washington corporation ("Developer") and LOWE'S HIW, INC., a Washington corporation ("Lowe's") (the foregoing parties hereinafter collectively referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, Developer is the owner of property located in the City of Kent, County of King, State of Washington (the "Shopping Center"); and

WHEREAS, Developer has entered into a Ground Lease, dated September 15, 2005, (the "Lease"), pursuant to which Developer leases to Lowe's a portion of the Shopping Center (as defined therein, the "Demised Premises," and as referred to herein the "Lowe's Parcel") with an right of first offer for Lowe's to acquire such property, which is more particularly described in Exhibit B attached hereto and made a part hereof for all purposes; and

WHEREAS, the remainder of the Shopping Center is owned by Developer and located contiguous with and adjacent to the Lowe's Parcel, which property is more particularly described in Exhibit C attached hereto and made a part hereof for all purposes (the "Developer Parcels"); and

WHEREAS, the Shopping Center is depicted on a site plan attached hereto and made a part hereof as Exhibit A-1 (the "Site Plan").

NOW, THEREFORE, the Developer and Lowe's hereby declare, agree, covenant and consent that all of the property described on Exhibit B and Exhibit C shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on the Shopping Center to run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the property in an integrated Shopping Center and to protect the value of property. Further, in consideration of the

premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1. “Building” shall mean the permanently enclosed structure(s) which has (have) been, will be or may be constructed within the Permissible Building Areas, but shall not include Common Area Improvements. For purposes of these ECC&Rs, “Building” shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

Section 1.2. “Common Area” shall mean all real property in the Shopping Center for the common use and enjoyment of the Parties and their respective Permittees, including, without limitation, parking areas, access and egress drives, service drives, sidewalks, retaining walls, and non-dedicated streets and shall consist of all portions of the Shopping Center not designated as Permissible Building Areas and all portions of any Permissible Building Area upon which no Building is currently constructed. The Common Areas shall also include the Stormwater Management Area. Common Areas do not include drive up or drive through areas and facilities, loading docks, patio areas, or permanent outdoor sales areas.

Section 1.3. “Common Area Improvements” shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage. The initial Common Area Improvements are shown on the Site Plan.

Section 1.4. “Consenting Party” shall mean and refer to Tenant and to the Owner of the Developer Parcels. The Parties intend that there shall be only two (2) Consenting Parties for the purposes of these ECC&Rs, consisting of only one Consenting Party representing the Lowe’s Parcel and only one Consenting Party representing the Owner of the Developer Parcels. Tenant shall serve as the Consenting Party for the Lowe’s Parcel; in the event that Tenant shall acquire fee simple title to the Lowe’s Parcel, the Consenting Party for the Lowe’s Parcel shall be the Owner of the Lowe’s Parcel. In the event that the Developer Parcels are further subdivided or conveyed to multiple owners, the current Owner of the Developer Parcels shall designate in

writing to the other Consenting Party the particular Parcel whose Owner shall succeed as the Consenting Party.

Section 1.5. “Default Rate” shall mean the rate of interest that is the lesser of (i) the prime rate determined by Citibank, N.A., or its corporate successor, plus two percent (2%) and (ii) the maximum rate allowed by applicable law.

Section 1.6. “Improvement(s)” shall mean Building(s) and other structures within a Permissible Building Area and Common Area Improvements.

Section 1.7. “Maximum Square Footage” shall mean and refer to the maximum square footage allowed for all Buildings contained within a single Permissible Building Area. The Maximum Square Footage for each Permissible Building Area is shown on the Site Plan. Any change to the Maximum Square Footage shown on the Site Plan shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties and any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.8. “No Change Area” shall mean those certain driveways and footways shown as the “No Change Area” on the Site Plan.

Section 1.9. “No Employee Parking Area” shall mean those certain areas shown as the “No Employee Parking Area” on the Site Plan.

Section 1.10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.11. “Parcel” shall mean and refer to any parcel of land shown as a parcel on the Site Plan regardless of whether such Parcel has been legally subdivided from the rest of the Parcels shown on the Site Plan. “Outparcel” shall mean and refer to any and every parcel of land identified as a numbered or lettered outparcel on the Site Plan. Each of the Outparcels shall also be considered a Parcel for purposes of these ECC&Rs.

Section 1.12. “Parties” shall mean and refer to each owner of fee simple title to any Parcel which is a part of the Shopping Center (but excluding those having such interest merely as security for the performance of any obligation), provided, however, that as to the Lowe’s Parcel, “Party” shall mean Tenant, or if the Ground Lease is terminated in connection with the

acquisition of the Demised Premises by Tenant, "Party" shall mean the record Owner of the Lowe's Parcel.

Section 1.13. "Permissible Building Area" shall mean an area designated on the Site Plan within which a Building(s) may be constructed not to exceed the Maximum Square Footage. Any change to the Permissible Building Areas shown on the Site Plan shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties and any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.14. "Permittees" shall mean tenants, subtenants and the occupants, contractors, customers, agents, licensees, guests, and invitees of a Party and its tenants (but shall not include Tenant as defined in Section 1.17).

Section 1.15. "Lowe's Primary Parking Area" shall mean the parking spaces, driveways and footways on the Lowe's Parcel shown as "Primary Parking Area" on the Site Plan.

Section 1.16. "Stormwater Management Area" shall mean the area shown on the Site Plan as the "Stormwater Management Area" and the Utility Facilities for storm water (as defined in Section 2.1) located within the Stormwater Management Area and within the area labeled "Storm Drain Easement" on the Site Plan.

Section 1.17. "Tenant" shall mean the tenant under the Lease (which is currently Lowe's), provided, however that in the event that Tenant shall acquire fee simple title to the Demised Premises, "Tenant" shall mean the Owner of the Lowe's Parcel.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation:

For the purposes of this Article II, the following will apply:

(A) A Party granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns.

(B) A Party to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Party but its successors, assigns, and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements; provided, however, that no such permission nor the

division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(C) The term "Utility Facilities" means utility systems and utility facilities serving the Shopping Center such as the following: storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of these ECC&RS and as replacements thereto.

(D) The term "Common Utility Facilities" means Utility Facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by all Parties or for the service of the Common Area. All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements.

(E) The term "Separate Utility Facilities" means Utility Facilities not installed under the terms of these ECC&Rs for use in common by other Parties and not for service of the Common Area.

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

(G) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(H) All easements granted herein shall be easements appurtenant and not easements in gross.

(I) In the event a Party transfers or conveys a portion of its Parcel in accordance with the terms of these ECC&RS, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(J) All easements granted hereunder and herein shall exist by virtue of these ECC&Rs, without the necessity of confirmation by any other document. Likewise, upon the

termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable request of Party, the other Parties shall sign and acknowledge a document 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, if the form and substance of the document is approved by the other Parties, which approval shall not be unreasonably withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Party to construct or maintain its Building(s) except as expressly provided in these ECC&Rs.

Section 2.2 Easements for Use of Common Area.

(A) Grant of Easement: Each Party hereby grants to the other Parties easements in the Common Area on its (Grantor's) Parcel for:

- (i) ingress to and egress from the Grantee's Parcel;
- (ii) the passage of vehicles;
- (iii) the passage and accommodation of pedestrians; and
- (iv) the doing of such other things as are expressly authorized or required to be

done on the Common Area under these ECC&Rs.

(B) Cross Parking: In each case subject to the conditions set forth below, the Owners of the Developer Parcels and their tenants ("Other Users") may allow their customers to make use of the Lowe's Primary Parking Area, and Tenant and its tenants may allow their customers to make use of the parking areas within the Common Areas of the Shopping Center on the Developer Parcels:

(i) Tenant shall cause its employees, agents, vendors, contractors, suppliers and other invitees (other than its customers) to not park in the No Employee Parking Area within the Lowe's Parcel and to park only in the parking areas within the Common Areas that are located within the Lowe's Parcel other than the No Employee Parking Area.

(ii) The Owner(s) of the Developer Parcels shall cause the employees, agents, vendors, contractors, suppliers and other invitees of the Other Users (other than the customers of the Other Users) to not park in the No Employee Parking Area within the Developer Parcels and

to park only in the parking areas within the Common Areas that are located within the Developer Parcels other than the No Employee Parking Area.

(iii) Each legal parcel within the Shopping Center shall meet the minimum parking requirements set forth in Section 4.1(B) or applicable law, whichever is greater. In determining whether or not any legal parcel contains a sufficient number of parking spaces within such legal parcel to satisfy the parking requirements set forth in Section 4.1(B) or under applicable law, no portion of the parking area on any other legal parcel shall be included for such legal parcel.

(iv) The Parties acknowledge that the shared parking rights created pursuant to this Section 2.2(B) may reduce the minimum number of parking spaces required within a legal parcel (including Out Parcels).

(v) Each Party hereby reserves the right to exclude or eject from the parking areas on the Common Areas on such Party's Parcel, any vehicle which is not entitled to park on such Common Area.

(C) Design of the Common Areas:

(i) No Change Area: No change may be made to the Common Area and Common Area Improvements within the No Change Area without the prior written consent of the Consenting Parties, which each may withhold in its sole discretion.

(ii) Initial Development of the Common Areas: The Common Area Improvements depicted on the Site Plan are hereby deemed approved by the Consenting Parties.

(iii) Changes on Lowe's Parcel after Initial Development. Tenant shall have the exclusive right, without the consent of any other Party, to change the Common Area (including the Common Area Improvements and Common Utility Facilities) on the Lowe's Parcel (other than the No Change Area) as Tenant sees fit in its sole discretion, provided that such changes (a) do not reduce the minimum parking ratios from those provided for in Section 4.1(B), (b) do not adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center, (c) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center, and (d) do not adversely affect the location of the Lowe's Pylon or the right of the Owner(s) of the Developer Parcels to place the sign panels on the Lowe's Pylon in accordance with Section 4.3 below. Tenant may not make any

changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Party, such consent not to be unreasonably withheld.

(iv) Changes on Developer Parcels after Initial Development. The Owner(s) of the Developer Parcels may make changes to any portion of the Common Area (including the Common Area Improvements and Common Utility Facilities) on the Developer Parcels (other than the No Change Area) as the Owner sees fit in its sole discretion, provided that such changes (a) do not reduce the minimum parking ratios from those provided for in Section 4.1(B) below, (b) do not alter or adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center, (c) do not alter the location of any sign on which Tenant is entitled to display a sign panel, and (d) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center. The Owner(s) of the Developer Parcels may not make any changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Party, such consent not to be unreasonably withheld.

(v) Plans. At least ten (10) days before either Tenant or the Owner(s) of the Developer Parcels makes any changes subject to the provisions of Subsection (iii) or (iv) above, respectively, such Party shall deliver plans showing in reasonable detail the nature of such changes.

(vi) Drive-Throughs. There shall be no drive-through windows or lanes of traffic installed within or adjacent to Outparcel 1 unless approved in writing by Tenant, which approval may be withheld in Tenant's sole discretion. There may be drive-through windows or lanes of traffic located in the balance of the Shopping Center so long as such drive-through facilities provide that the stacking area is not in a No Change Area.

(vii) Commencement. Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays: Notwithstanding the grant of easements under Section 2.2(A), sales and displays may be located within the Common Area but only as follows:

(i) Tenant and other tenants within the Shopping Center shall be permitted to conduct sales or other activities within the parking fields in the Common Area on such tenant's Parcels (other than the No Employee Parking Area on such Parcel) so long as such sales do not unreasonably interfere with vehicular and pedestrian traffic to and from the Lowe's Parcel and the Developer Parcels and so long as the Common Area used for such purposes are kept in a neat, clean and orderly condition.

(ii) Tenant and other tenants within the Shopping Center shall have the right to display merchandise and conduct sales on the sidewalk adjoining its main store building, which area is referred to herein as the "Sidewalk Sales Area"; provided, however, that the Sidewalk Sales Area shall be maintained in a neat, clean and orderly condition and provided further that the five (5) feet of the sidewalk adjacent to the parking areas in front of the main store building(s) shall be maintained reasonably free and clear of any merchandise to assure passage to and from the Lowe's Parcel and the other buildings within the Shopping Center. Tenant and other tenants within the Shopping Center shall not be permitted to install and maintain kiosk-type structure(s) within the Sidewalk Sales Area; provided, however, that the foregoing shall not prohibit Tenant or other tenants within the Shopping Center from installing a bank teller machine into the exterior wall of its store or from operating a hot dog stand or a moveable fast food cart on the sidewalk near the front door of its store, so long as such unit does not materially impact the flow of pedestrians (except as a result of people waiting to use such machine or to make a purchase from such stand or cart).

(iii) Tenant and other tenants within the Shopping Center shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) within the parking fields in the Common Areas on Tenant's and such other tenant's Parcels. Tenant and other tenants within the Shopping Center shall be permitted to install and maintain kiosk-type structure(s) (including a bank teller machine) within the parking fields in the Common Areas on Tenant's and such other tenant's Parcels (other than a No Change Area); provided, however, that the number of such structures which can be maintained within such parking fields on any Parcel may not exceed two.

(iv) Tenant may park up to five vehicles or pieces of equipment in the parking field of the Lowe's Parcel in connection with Tenant's leasing of vehicles and/or equipment, except no such vehicles or equipment may be parked within the No Employee Parking Area.

(E) Easements for Access: Each Party hereby grants to the other Party(s) easements for pedestrian and vehicular traffic in the No Change Area (not less than the widths therefor shown on the Site Plan) on its (Grantor's) Parcel for the purpose of providing ingress to and egress from the Grantee's Parcel and each of 240th Street and Pacific Highway (SR 99), together with the following rights and subject to the following restrictions and reservations:

(i) The use of such easements in the No Change Area by any person entitled to the use thereof shall be in common with all other such persons, and such easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2.2(F) herein, Grantors of such easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the No Change Area, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein.

(F) General Provisions for Common Area Easements:

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Parties of the rights and easements created by this Article II. In addition, each Party may temporarily (A) close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties and (B) fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give fifteen (15) days written notice to each other Party of its intention to do so and

shall attempt to coordinate such closing with each other Party, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; provided, further, that such period shall be reduced as reasonably necessary in the event that any emergency repairs are needed.

(ii) The easements granted under this Section 2.2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under these ECC&Rs, specifically including those portions of the Common Area shown on the Site Plan.

(iii) Each Party hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same.

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in these ECC&Rs.

Section 2.3 Easements for Utility Facilities:

(A) Grant of Easement: Each Party hereby grants to the other Party(s) perpetual easements to its (Grantor's) Parcel, except within such Party's Permissible Building Area, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

(B) Installation, Repair and Maintenance:

(i) All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.3 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible.

(ii) The location of the Utility Facilities shall be subject to the prior written consent of the Party across whose Parcel the same are to be located, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to this grant of easement, as well as for all Separate Utility Facilities installed by the Grantee on its own Parcel. The Grantee of any easement for Common Utility Facilities shall be responsible for the installation, maintenance,

repair and removal at Grantee's cost of all Common Utility Facilities installed by the Grantee pursuant to this grant of easement; Grantee may or may not be reimbursed by Owners pursuant to a separate agreement, however nothing in this Agreement shall obligate the Owner of a Parcel to pay for the costs of installing, maintaining, repairing or removing Common Utility Facilities on its Parcel (other than relocation at Grantor's request pursuant to Section 2.3(E)).

(iv) Any installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(v) All installation, maintenance, repair and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vi) After the Building on the Lowe's Parcel has opened for business, no installation, repair or removal of Utility Facilities, except emergency repair work, shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 1st, or on any weekends.

(C) Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2.3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

- (i) The easement is non-exclusive;
- (ii) All Utility Facilities installed pursuant to the easement shall be underground, except for manholes and manhole covers which shall be flush with adjacent grade,

and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed;

(iii) The right to use the surface areas for the purposes allowed under these ECC&Rs is reserved;

(iv) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;

(v) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;

(vi) Grantee shall protect its Utility Facilities against uses of the surface made by Grantor and others;

(vii) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;

(viii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(ix) Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees and reasonable attorneys' fees on appeal) which may result to Grantor from the negligent or willful wrongful act or omission of, its agents, employees and contractors; and

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

(D) Indemnification: The Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), incurred in connection with Grantee's use of the Utility Facilities easements under this Section 2.3, except to the extent occasioned by Grantor's negligent or willful wrongful act or omission to act.

(E) Grantee's Rights as to Utility Facilities:

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to

such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2.3(E)(ii).

(ii) Relocation of Utility Facilities on Grantor's Parcel: Except during the period from November 15th through the following January 15th and the period from April 1st through July 1st, the Grantor of any easement under this Section 2.3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified under Subsection 2.3(D)(ii)(a)). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;

(d) shall be located underground, if reasonably possible; and

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee.

(iii) Limitation on Rights: Except as otherwise provided in Section 2.4, nothing herein shall be construed to grant any Party the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Party's Parcel.

Section 2.4 Drainage:

Each Party hereby grants to the other Parties easements to use, maintain and repair any storm water drainage system within the Stormwater Management Area and within the Storm Drain Easement (together, the "Storm Drainage System") now or hereafter located on any Parcel,

together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System; provided, however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All Storm Drainage Systems shall be subject to the prior written consent of the Consenting Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of an Party's Improvements substantially as shown on the Site Plan (including, without limitation, Buildings, curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Consenting Parties and which does not cause water to settle or pool within another Party's Parcel. Developer (at its sole cost) may re-locate that portion of the Storm Drain Easement within the Developer Parcels as shown on the Site Plan (and the Utility Facilities located therein), so long as service to the Lowe's Parcel is neither interrupted nor otherwise adversely affected.

Section 2.5 Construction Easements:

(A) Each Party hereby grants to the other Parties temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within these ECC&Rs.

(B) With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(C) The location and use of all temporary construction easements under this Section 2.5 shall be subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

(D) Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor.

(E) Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Party, and shall not materially interfere with or interrupt the business operations conducted by any other Party in the Shopping Center. Furthermore, once the final topcoat of asphalt or concrete paving has been placed on the Lowe's Parcel or any Common Area access, egress and service drives to the Lowe's Parcel, all construction traffic to or from the Developer Parcels will be limited to the use of the southernmost entrance to the Shopping Center (along Pacific Highway (SR 99), except that construction traffic from Outparcel 1 may use the adjoining entrance to Pacific Highway (SR 99) for access only (not for staging or parking) provided that such traffic does not cross the parking fields or drive aisles on the Lowe's Parcel and does not unreasonably interfere with the free flow of traffic to the Lowe's Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the temporary construction easements granted under this Section 2.5 and shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.

(F) Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under these ECC&Rs, be deemed to be part of the Grantee's Parcel

and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Sign Easement:

The Owner of the Lowe's Parcel hereby grants to the other Parties entitled under Section 4.3 of these ECC&Rs to display a sign panel on the Lowe's Pylon Sign, an easement for maintenance, repair and replacement of such sign panel and to Tenant an easement for construction of the Lowe's Pylon Sign.

Section 2.7 Cure Right Easements:

Each Party hereby grants to the Consenting Parties an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article VI of these ECC&Rs. Each Grantee of the easements granted under this Section 2.7 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Section shall be coterminous with the respective provisions of the ECC&RS which give the Grantee the right or the obligation to perform the work described in this Section 2.7

ARTICLE III

USE RESTRICTIONS

Section 3.1 Permitted Uses:

Subject to the restrictions set forth in this Article III, every Parcel shall be used only for financial institutions, service shops, Retail Offices, retail stores selling retail merchandise normally carried in other shopping Centers and restaurants (except as provided in Section 3.3(A)(i)). "Retail Offices" shall mean offices of the type customarily found in retail shopping Centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, and travel agents, but shall not include educational or training facilities or medical or dental offices. No Retail Office use shall exceed 4,000 square

feet and the total of all Retail Office use in the Shopping Center shall not exceed 8,000 square feet.

Section 3.2 Nuisances:

No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations. Nothing shall be done on any Parcel which is a public nuisance to the community.

Section 3.3 Use Restrictions:

(A) During the term of these ECC&Rs no portion of the Shopping Center may be used for any of the following purposes without the prior written consent of the Consenting Parties which consent may be withheld in the sole discretion of a Consenting Party:

(B) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption or a liquor store; provided, however,

(i) the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty percent (30%) of the restaurant's gross revenues, in the case of a restaurant located on Outparcel 1, less than forty percent (40%) of such revenues, in the case of a restaurant located in-line with the improvements on the Lowe's Parcel, or less than fifty percent (50%) of such revenues, in the case of a restaurant located on any other Outparcel;

(ii) the foregoing shall not prohibit the sale of wine, beer or hard liquor as an incidental use in connection with an otherwise permitted grocery store, convenience store, or drug store;

(iii) the foregoing shall not prohibit Beverages and More or Cost Plus from operating its business as is currently operated and merchandized, as of the date hereof, or any other regional or national chain that operates its business and is merchandized in a manner substantially similar to such stores from operating its business; and

(iv) that one (1) liquor store may be located on any Outparcel

other than Outparcel 1 if such liquor store is either (i) a State of Washington liquor store or (ii) an upscale liquor store and (x) more than thirty percent (30%) of the floor area of the store is used for the sale of wine; (y) no exterior or window signs using neon or moving lights shall be visible from the Common Areas; and (z) the store will close on or before 11:00 p.m.

(v) A bowling alley, billiard parlor, bingo parlor, arcade or game room.

(vi) A theater (motion picture or live performance).

(vii) A health club, gymnasium or spa; provided, however, that one such establishment may be operated if it is located at least four hundred (400) feet from the Lowe's Parcel and its entrance is in the southernmost twenty five percent (25%) of the establishment's frontage; and provided, further, that in no event shall such an establishment be located on Outparcel 1.

(viii) A service station, automotive repair shop or truck stop; provided, however, that the foregoing shall not prohibit the operation of an automotive parts retail store such as Pep Boys, Auto Zone or Shucks, so long as the following conditions are met: (A) all outdoor storage of personal property or inventory, all refuse containers and areas, and the rear of such facilities are screened from public view in a manner suitable to the Owner of the Developer Parcels, in the case of a facility located on the Lowe's Parcel, or suitable to Tenant, in the case of a facility located elsewhere within the Shopping Center, (B) no portion of the Lowe's Parcel shall be utilized for parking of customer or employee vehicles related to the operation of such facility, (C) if it is located on Outparcel 1, then the automotive bays and customer entrances for the facility must face east (so that the doors do not face the front of Tenant's building), (D) any such business shall be operated by a national or regional chain of facilities having at least five (5) other locations under a national or regional trade name, and (E) any such facility must comply with all local, state and federal storage and disposal regulations rules, law and ordinance for petroleum products or petrochemicals and batteries and have in place and functioning adequate programs for monitoring and preventing any release of petroleum products or chemicals into the environment; provided, further, that the foregoing requirements (A) through (E) shall not be required in the event that such facility is owned by Wal-Mart, Sam's, Fred Meyer, Target or Costco.

(ix) A flea market or pawn shop.

(x) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided that such restriction shall not prohibit the incidental use of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use.

(xi) A child day care facility.

(xii) A car wash, except on an Outparcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.

(xiii) A medical clinic or medical office.

(xiv) A storage or mini-warehouse facility.

(xv) An establishment for the sale of automobiles, trucks, mobile homes, boats or recreational motor vehicles (provided that such restriction shall not prohibit the lease of vehicles or equipment from the Lowe's Parcel in accordance with the limitations set forth in Section 2.2(D)(iv)).

(xvi) A dry cleaning plant, central laundry or laundromat.

(xvii) A hotel or motel.

(xviii) Governmental offices.

(C) During the term of these ECC&Rs no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).

- (ii) A massage parlor.
- (iii) A skating rink.
- (iv) A mortuary, crematorium or funeral home.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.

- (vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.
- (vii) A telephone call center.
- (viii) A gambling establishment, bingo parlor or betting parlor.
- (ix) Veterinary hospital or animal raising or keeping facilities.
- (x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 3.4 Exclusive Use Restriction for the Benefit of the Lowe's Parcel:

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used for the following purposes:

- (i) A hardware store or center containing more than 5,000 square feet of useable floor area.
- (ii) An appliance and/or lighting store or center containing more than 5,000 square feet of useable floor area.
- (iii) A nursery and/or lawn and garden store or center containing more than 3,000 square feet of useable floor area (including any outdoor areas).
- (iv) A paint, wall paper, tile, flooring, carpeting and/or home decor store or center containing more than 5,000 square feet of useable floor area.
- (v) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Sears Hardware and Appliances, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

(B) These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(iv) when such space exceeds the limitations of subparagraphs (A)(i) through (A)(iv).

(C) Notwithstanding any contrary provision contained herein, Tenant agrees that for so long as any (or all) of the following retailers operates its business as is currently customary and currently merchandized, as of the date of these ECC&Rs, the sale of the merchandise described in Subsections (A)(i) through (A)(iv) from the following businesses within the

Shopping Center is not prohibited: Fred Meyer, Inc., Wal-Mart, Wal-Mart Supercenter, Sam's, Costco, Kmart, Target, Target Greatland, Office Depot, Circuit City, Best Buy, Frye's or Kohl's.

(D) Notwithstanding anything to the contrary in Section 3.4, in the event a retail and/or warehouse home improvement center, lumber yard, building materials supply center, hardware store, lawn and garden store, appliance and/or lighting store, and/or paint, wall paper, tile, flooring, carpeting and/or home décor center is not operated in any portion of the Lowe's Parcel for a period in excess of two (2) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of Tenant), the above stated exclusives shall be of no further force and/or effect until such time as Tenant or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

Section 3.5 Proprietary Rights of Lowe's:

Any Party, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Companies, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center or the conduct of its business thereat are registered and/or the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel, which consent Lowe's may withhold in its sole discretion. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor.

ARTICLE IV
GENERAL CONSTRUCTION AND DEVELOPMENT

Section 4.1 Development Parameters:

(A) **Permissible Building Areas:** All Buildings must be constructed within a Permissible Building Area. No Building can exceed the Maximum Square Footage shown for each Permissible Building Area on the Site Plan. No building, structure or improvements (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area. The Permissible Building Areas and Maximum Square Footages as shown on the Site Plan cannot be changed without the prior written consents as required under Section 1.8 and Section 1.12, which changes shall be reflected in an amendment to these ECC&Rs.

(B) **Parking Requirements:** Each Outparcel shall be self-supporting with respect to parking and shall each contain not less than the number of spaces required by applicable law. Each separate legal parcel shall be self-supporting with respect to parking and shall contain not less than the greater of: (i) four and a half (4.5) paved automobile parking spaces (of such size as required under applicable law) for each 1,000 square feet of building floor area for any other permitted use, constructed thereon, or (ii) the number of parking spaces required by applicable law, whichever is greater. To be self-supporting, the parking spaces must be located on each such parcel so that parking spaces available on other Parcels or available through easements with other Parcels cannot be counted in meeting the requirements of this Section.

(C) **Fire Protection:** All improvements within the Shopping Center shall be constructed in compliance with all applicable federal, state, and local building codes and particularly all improvements within sixty (60) feet of the Building on the Lowe's Parcel shall be (i) sprinklered for fire protection and (ii) be of an allowable use and type of construction such that the Building on the Lowe's Parcel, for fire protection purposes, (A) may be constructed on the southern property line of the Lowe's Parcel, and (B) will maintain an unlimited area classification. There shall be sixty (60) feet of open space on which no buildings or improvements may be constructed around the Building on the Lowe's Parcel and the adjacent Building on the Developer Parcels (other than between such Buildings, which may be adjoining)

such that the Building on the Lowe's Parcel and any such adjacent buildings maintain an unlimited area classification for fire protection purposes.

(D) Condition Prior to Construction: After the Building on the Lowe's Parcel has initially opened for business, each Parcel shall be kept neat, orderly, planted in grass and trimmed (or improved as Common Area) until improved and constructed. As an alternative to grass, an Owner may apply a chemical coating dust control so long as the surface integrity is maintained.

(E) Development Other Than Retail: Article III permits the use of the Developer Parcels for certain purposes other than retail. The Owner of the Developer Parcels agrees that it may not use any of the Developer Parcels for any such permitted non-retail use if such use will cause any increase in the parking required on the Lowe's Parcel under Applicable Laws or will cause any material increase in amount of customer parking on the Lowe's Parcel, in each case beyond what would be the case if such use were for retail purposes.

Section 4.2 Building Design:

(A) Harmony. All structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Parties shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, subject to the following:

(i) Tenant may construct improvements similar to its current prototypical store building and improvements (subject to the provisions of the Lease as between Tenant and its landlord). Specifically, the initial design and appearance of the Buildings and Improvements on the Lowe's Parcel and any changes to the Buildings and Improvements on the Lowe's Parcel that Tenant may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores do not require the consent of any other Party (except as may be required under the Lease as between Tenant and its landlord).

(ii) In the event that any Owner or tenant of any portion of any Developer Parcel is either (a) a business listed in Section 3.4(C) or (b) a business that is part of a national or regional chain with at least twenty five (25) stores then open, such business may construct improvements similar to its current prototypical store building and improvements (subject to the provisions of the lease as between such tenant and its landlord). Specifically, the initial design

and appearance of the Buildings and Improvements on such Developer Parcel and any changes to the Buildings and Improvements on such Developer Parcel that such Owner or such tenant may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores do not require the consent of any other Party (except as may be required under the lease as between such tenant and its landlord).

(B) Building Height. All Buildings in the Shopping Center shall be single story.

(C) Approvals. Except as provided in Section 4.2(A), no buildings or structures shall be erected or allowed to remain on any Parcel unless the Owner of such Parcel shall have delivered to each Consenting Party color exterior elevations of all sides of such building (including dimensions) and a site plan showing the location of such building (collectively, the "Plans"), together with a submittal letter certifying that the Plans are consistent with the requirements of these ECC&R's (the "Submittal Letter"). All improvements shall comply with the Plans as submitted unless a new Submittal Letter is delivered to the Consenting Parties as provided above. The right to make inspections necessary to assure compliance is reserved to the Consenting Parties. After initial construction of Buildings and other Improvements, except as provided in Section 4.2(A), no Party shall make alterations that will substantially change the exterior of its Buildings without delivering a new Submittal Letter to the Consenting Parties.

(D) Construction Timing. Weather permitting, all paving and landscaping will be finished upon completion of the Building, but in no event shall it be installed later than ninety (90) days after the Building is occupied. Subject to force majeure, total construction time from pouring footings to the completion of the Building ready for occupancy shall not exceed one (1) year.

Section 4.3. Signs:

(A) There shall be a pylon sign ("Center Pylon Sign No. 1") located in the location shown on the Site Plan as "Center Pylon Sign No. 1" and a monument sign ("Center Monument Sign") located in the location shown on the Site Plan as "Center Monument Sign." The design of Center Pylon Sign No. 1 and the Center Monument Sign shall be consistent with the designs set forth in Exhibit D to these ECC&Rs (the "Sign Package"). Tenant shall have the right to display its panel on both sides of the top, first and most prominent position of the each of Center Pylon Sign No. 1 and the Center Monument Sign, as shown in the Sign Package ("Tenant's Sign

Panel"). There may be one, two, three or four panels on each of Center Pylon Sign No. 1 and the Center Monument Sign under the Tenant's Sign Panel, provided that the total area of all such panels shall not exceed fifty eight (58) square feet (in the case of Center Pylon Sign No. 1) and forty (40) square feet (in the case of the Center Monument Sign) and in no event shall any single panel be of a size that is larger than seventy five percent (75%) of the size of the Tenant's Sign Panel. The Consenting Party for the Developer Parcels shall have the right to assign such panels below the Tenant's Sign Panels to any owner, tenant or occupant in the Shopping Center so long as such panels shall only be for the businesses within the Shopping Center. Tenant's Sign Panels shall be of colors, design and content as required by Tenant's own visual sign standards. Tenant shall maintain each of Center Pylon Sign No. 1 and the Center Monument Sign in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs and expenses so incurred by Tenant with respect to Center Pylon Sign No. 1 and the Center Monument Sign (including without limitation utilities) shall be reimbursed to Tenant by the Consenting Party for the Developer Parcels in accordance with its pro rata share of such costs and expenses, which, for the purposes of this subsection (A) only, shall be a fraction, the numerator of which is the area of the sign panels on Center Pylon Sign No. 1 and the Center Monument Sign, as the case may be, used as directed by the Consenting Party for the Developer Parcels and the denominator of which shall be the area of all sign panels on such Sign. Tenant may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to the Consenting Party for the Developer Parcels showing in reasonable detail such costs and expenses, and the Consenting Party for the Developer Parcels shall pay (or cause to be paid) such amount within thirty (30) days after receipt. The Consenting Party for the Developer Parcels shall maintain (or cause to be maintained) its own sign panels on Center Pylon Sign No. 1 and the Center Monument Sign.

(B) If the Developer desires to display a sign panel on the Center Pylon Sign No. 1 or the Center Monument Sign, it shall make its request in writing to Tenant with a copy of the sign plans. Tenant shall then have twenty (20) days from receipt of the notice to object to the proposed sign. If Tenant does not object within the twenty (20) day period, then the proposed sign shall be conclusively deemed approved. Consents under this section shall not be unreasonably withheld, conditioned or delayed so long as it is consistent with the Sign Package.

(C) If permitted by the City of Kent, there may be a pylon sign ("Center Pylon Sign No. 2") located in the location shown on the Site Plan attached as Exhibit A-3 as "Center Pylon Sign No. 2." The design of Center Pylon Sign No. 2 shall be consistent with the designs set forth in the Sign Package. The Consenting Party for the Developer Parcels shall have the right to display its panel on both sides of the top, first and most prominent position of the Center Pylon Sign No. 2 as shown in the Sign Package ("Developer's Sign Panel"). There may be one, two, three or four panels on Center Pylon Sign No. 2 under the Developer's Sign Panel, provided that the total area of all such panels shall not exceed fifty eight (58) square feet. Tenant shall have the right to use the top panel directly below (second position) the Developer's Sign Panel, which panel shall be the same size as the largest panel on Center Pylon No. 1 used by Developer. Tenant's sign panel shall be of colors, design and content as required by Tenant's own visual sign standards. The Consenting Party for the Developer Parcels shall maintain Center Pylon Sign No. 2 in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs and expenses so incurred by the Consenting Owner for the Developer Parcels with respect to Center Pylon Sign No. 2 (including without limitation utilities) shall be reimbursed to the Consenting Party for the Developer Parcels by Tenant in accordance with its pro rata share of such costs and expenses, which, for the purposes of this subsection (C) only, shall be a fraction, the numerator of which is the area of the sign panels on Center Pylon Sign No. 2 used by Tenant and the denominator of which shall be the area of all sign panels on such Sign. The Consenting Party for the Developer Parcels may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to Tenant showing in reasonable detail such costs and expenses, and Tenant shall pay such amount within thirty (30) days after receipt. Tenant shall maintain its own sign panels on the Center Pylon Sign No. 2.

(D) If Developer elects to construct it, Developer shall be responsible for the construction of Center Pylon Sign No. 2. Following the completion of such construction, in the event Tenant desires to have panels below the Developer's Panels, Developer shall submit to Tenant an invoice for an amount equal to Tenant's prorata share of the actual, out of pocket costs incurred by Developer in connection with such construction, together with reasonable backup of such costs, such share to be a fraction, the numerator of which is the area of the sign panels on

Center Pylon Sign No. 2 to be used by Tenant and the denominator of which shall be the area of all sign panels on such Sign. Tenant shall pay such amount within thirty (30) days of receipt thereof.

(E) Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height.

Section 4.4 Outparcel Development:

Any Outparcel sold or developed within Shopping Center will only be developed under the following guidelines:

(A) Any rooftop equipment (other than satellite dishes to be used by the tenant operating in the Building on such Outparcel) installed on any Outparcel shall be screened in a manner so that pedestrians within the Shopping Center cannot see such equipment.

(B) No rooftop signs shall be erected on any building constructed on any Outparcel.

(C) Any party purchasing or leasing from Developer and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the Utility Facilities, as described in Section 2.3 of these ECC&Rs, serving the Properties and the Outparcel which is caused by such party, to the extent the Outparcel benefits from any of the Utility Facilities serving the Shopping Center and the Outparcel.

(D) The Buildings on the Outparcels shall not exceed twenty four (24) feet, except that architectural features may extend an additional four (4) feet, provided that such architectural features do not extend in length beyond twenty percent (20%) of the length of the fascia on such building. All heights are measured from the finished elevation of the parking area adjacent to such building.

Section 4.5 Performance of Construction Work Generally:

All construction, alteration or repair work ("Work") undertaken by a Party after the Building on the Lowe's Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such Work shall: (i) pay all costs and expenses associated with such Work; (ii) take necessary measures to minimize disruption and inconvenience caused by such Work; (iii) make adequate provisions for the safety and convenience of the Parties and their Permittees; (iv) control dust, noise and other effects of such

work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such Work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such Work; (vii) indemnify and hold harmless all other Parties in the Shopping Center against any mechanics liens for such Work, particularly as to Common Areas; and (viii) obtain all necessary governmental approvals. Such Work shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets. The party performing such Work shall limit all construction work and staging areas to its own Parcel and not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. For construction purposes, the Common Areas on a Parcel (other than the Shared Entranceway) may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such Work (subject to Section 2.5) and (b) temporary storage and parking on the constructing Party's Parcel of materials and vehicles in connection with such Work.

Section 4.6 Compliance in Construction:

All work which a Party undertakes pursuant to this Declaration shall comply with the Plans, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all license and permits required for such Work. The consent by Tenant to any such Work or Plans, under any provisions of these ECC&Rs, shall not constitute any assumption of responsibility for the accuracy, sufficiency or propriety of such Work or Plans, nor shall such consent constitute a representation or warranty that such Work or Plans will be economic to construct or will comply with law.

Section 4.7 Damage and Destruction:

In the event of the destruction or damage to any extent to any Buildings or Improvements in the Shopping Center, the affected Party shall either: (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) if the Party decides not to repair or rebuild, within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel neat, orderly, planted in grass and

mowed/trimmed (or otherwise treated for dust and weed control) until subsequently improved, constructed upon and operated and so that the Parcel is in a clean, orderly, sightly and safe condition (provided that such Party repairs and restores any No Change Area on such Party's property). The provisions of this Section 4.7 shall not, as between Tenant and its landlord with respect to the Lowe's Parcel, supercede any contrary provisions of the Lease.

Section 4.8 Temporary Slope Easement:

Until such time as Developer completes the final paving of the Common Area on the Developer Parcel south of the Shared Entranceway, Developer hereby grants to Tenant a slope easement to maintain the grade change between the Shared Entranceway and such Common Area created in connection with the construction of the Shared Entranceway.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance:

Except as otherwise provided in Sections (A) and (B) below, each Party hereto shall maintain the Building(s) and the Common Areas on its Parcel in good condition and repair, including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary (but in no event more often than once every six (6) years), maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair of lighting standards and signs. Each Party covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel shall be of such a character that their appearance will be that of a unified Shopping Center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

(A) Shared Entranceway: Notwithstanding the obligation of each Party to maintain the Common Areas on such Party's Parcel, Tenant shall, at all times, keep the entrance marked "Shared Entranceway" on the Site Plan (the "Shared Entranceway") in good repair, maintenance and clean condition, suitably paved and marked for parking and traffic flow (but in no event shall Tenant be obligated to repave more than once every six (s) years), free of refuse and obstruction and properly drained and cleared of snow. Commencing as of the date that a certificate of occupancy is issued for the first building constructed on the balance of the Shopping Center, the Consenting Party for the Developer Parcels agrees to reimburse Tenant a percentage of the costs incurred by Tenant in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Maximum Square Footages shown for the Permissible Building Areas contained within the Shopping Center other than the Lowe's Premises by the square footage of all Maximum Square Footages for all Permissible Building Areas contained within the entire Shopping Center. Tenant shall submit an invoice from time to time (not more frequently than monthly) to the Consenting Party for the Developer Parcels showing in reasonable detail the amounts covered by such invoice. Tenant may calculate such costs by multiplying the costs incurred by Tenant in connection with the maintenance of the other Common Areas within the Lowe's Parcel (on a square footage or other per unit basis) by the square footage (or number of applicable units) within the Shared Entranceway.

(B) Stormwater Management Area: Notwithstanding the obligation of each Party to maintain the Common Areas on such Party's Parcel, Developer shall, at all times, keep the Stormwater Management Area in good operational condition, including without limitation maintaining the rip rap, cleaning up litter and garbage and removing sediments from time to time as is necessary for the system to operate properly. The Consenting Party for the Lowe's Parcel agrees to reimburse Developer a percentage of the costs incurred by Developer in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Lowe's Parcel by the square footage of the entire Shopping Center, other than the Storm Water Management Area (the "Lowe's Parcel Maintenance Share"). Developer shall submit an invoice from time to time (not more frequently than quarterly) to the Consenting Party for the Lowe's Parcel showing in reasonable detail the amounts covered by such invoice. Once a year after property taxes for the Developer Parcels have been paid, such invoice may include an amount

with respect to property taxes applicable to the Stormwater Management Area, which amount shall be calculated by multiplying the land component (exclusive of improvements) of property taxes for the Developer Parcels by a percentage calculated by dividing the square footage of the Stormwater Management Area by the square footage of the Developer Parcels, and then multiplying that amount by the Lowe's Parcel Maintenance Share. Developer may include in its invoices a ten percent (10%) administrative charge for any costs paid to third parties in connection with its performance of its obligation to maintain the Stormwater Management Area (other than with respect to payment of property taxes).

(C) Lighting: Each Party shall cause the Common Area on its Parcel to be adequately lit for at least the hours during which the business on the Lowe's Parcel is open for business and for one-hour thereafter; provided, however, the Common Area on the Developer Parcels do not need to be lit until such time as a Building thereon opens for business to the public.

Section 5.2 Failure in Performing Maintenance Responsibilities:

In the event that a Party fails or defaults in its maintenance obligations as set forth in Section 5.1, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach under the ECC&RS and either Consenting Party (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Party's other remedies. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have fifteen (15) days to pay the Curing Party after receipt of the invoice. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid.

Section 5.3 Taxes:

The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these ECC&Rs and either Consenting Party (the "Curing Party") may, in addition to such Parties' other remedies, thereafter pay such taxes if such

taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have ten (10) business days after receipt of the invoice to pay the Curing Party. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid.

Section 5.4 Insurance:

(A) Insurance Coverage: Each Party shall at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon and by any contractor during any construction activity on such Party's Parcel, at least the minimum insurance coverage set forth below:

(i) Worker's Compensation and Employer's Liability Insurance.

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.

(ii) Commercial General Liability insurance with the following minimum limits of liability and coverages:

(a) Premises and Operations;

(b) Products and Completed Operations;

(c) Contractual Liability (insuring the indemnity obligations assumed by any contractor working on an Party's Parcel under contract documents);

(d) Broad Form Property Damage, including Explosion, Collapse and Underground Hazards, for the full replacement cost of Buildings and Improvements on an Party's Parcel (including Completed Operations):

(1) \$2,000,000 for Bodily Injury and Property Damage each occurrence;

(2) \$3,000,000 for Personal and Advertising Injury Liability;

(3) \$5,000,000 aggregate for Products and Completed Operations;

(4) \$5,000,000 general aggregate.

(e) Automobile Liability Insurance. Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

(f) Umbrella/Excess Liability Insurance. Each Party shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.

(B) Insurance Coverage: The policies of insurance as required in Section 5.5(A) shall be provided by insurance companies licensed in the State of Washington, shall name every other Party in the Shopping Center as an additional insured, and shall provide that such insurance shall not be canceled or reduced in an amount or coverage below the requirements of these ECC&Rs without at least thirty (30) days prior written notice to the additional insureds. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Party, provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$10,000,000.00, then such insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$10,000,000.00, (iii) a plan of self-insurance, provided that such Party or its parent has \$100,000,000.00 or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent of any deductible carried by an Party, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$250,000.00 unless (a) such Party complies with the requirements regarding self-insurance pursuant to (iii) above or (b) such Party or its parent maintains net current assets in excess of \$100,000,000.00. Each Party agrees to furnish to any party requesting in writing the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such party is in full force and effect.

Section 5.5 Failure to Carry Insurance:

In the event a Party fails to maintain the insurance described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these ECC&Rs and either Consenting Party (the "Curing Party") may, in addition to such Parties'

other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have fifteen (15) days after receipt of the invoice to pay the Curing Party. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid.

Section 5.6 Cross Indemnity:

To the extent not covered by the insurance policies described above, each Party (the "Indemnitor") will pay, and indemnify and save harmless the other Party (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees, except to the extent that such causes of action, suits, claims, demands or judgments arise out of the negligence or intentional misconduct of the Indemnitee.

Section 5.7 Waiver of Subrogation:

Each Party (the "Releasor") hereby releases the other Party (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

Section 5.8 Terms of Lease:

During the term of the Lease, the provisions with respect to insurance, indemnification and rights of subrogation therein shall govern as between Tenant and Developer; provided, however, that in

the event that Landlord under the Lease does not own the Developer Parcels (other than the Outparcels), the provisions with respect to such matters herein govern.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.1 Default:

The occurrence of any one or more of the following events shall constitute a breach of these ECC&Rs by the non-performing party (the "defaulting Party"):

(A) The failure to perform any obligation of Article V hereof and to cure such failure within the time requirements cited therein which shall be a breach under these ECC&Rs without necessity of any further notice to the defaulting party other than as provided for in Article V;

(B) The failure to make any payment required to be made hereunder within ten (10) business days of the due date which shall be a breach under these ECC&Rs without necessity of any notice to the defaulting party, or

(C) The failure to observe or perform any other of the covenants, conditions or obligations of these ECC&Rs or to abide by the restrictions and requirements herein provided, other than as described in (A) above, which shall be a breach under these ECC&Rs after expiration of thirty (30) days after the issuance of a notice by a non-defaulting party ("Non-Defaulting Party") specifying the nature of the default claimed.

Section 6.2 Remedies for all Parties:

Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Party or any other person for breach of any easement or restriction benefiting such non-defaulting Party. Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any such easements or restrictions. No Permittee shall have the right to bring any action to enforce any provision of these ECC&Rs and no enforcing Party shall have the obligation to join any Permittee in any action to enforce these ECC&Rs.

Section 6.3 Right to Cure:

With respect to any default under Section 6.1, any Non-Defaulting Party who is a Consenting Party (the "Curing Party") shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense

of the defaulting Party (except as otherwise limited in Article V); provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Curing Party shall have the right to enter upon the Parcel of the defaulting party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Party. Each Party shall be responsible for the non-performance or default of its Occupants and lessees. In the event any Curing Party shall cure a default, the defaulting Party shall reimburse the Curing Party for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made. In addition, Tenant shall have the right to offset against Rent under the Lease any amounts expended as a Curing Party.

Section 6.4 Liens:

Costs and expenses accruing and/or assessed pursuant to Section 6.3 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Owner's Parcel. A lien under this Section 6.4 or under Article V shall attach and take effect only upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Curing Party making the claim, and shall be subordinate to the lien of the mortgage or deed of trust in favor of the defaulting Owner's lender. The claim of lien shall include the following:

- (A) The name and address of the lien claimant;
- (B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Curing Party;
- (C) An identification by name and address (if known) of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed;
- (D) A description of the Parcel against which the lien is claimed;
- (E) A description of the work performed which has given rise to the claim of lien;

- (F) A statement itemizing the total amount due, including interest;
- (G) A statement that the lien is claimed pursuant to the provisions of these ECC&Rs, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.4 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located.

Section 6.5 Other Remedies for Consenting Parties:

Each Non-defaulting Party who is a Consenting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any provision contained in these ECC&Rs, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of such terms, covenants, or conditions of these ECC&Rs, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

Section 6.6 Cumulative Remedies:

All of the remedies permitted or available to a Consenting Party under these ECC&Rs or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.7 No Waiver:

No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under these ECC&Rs shall be effective or binding on such Party unless made

in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of these ECC&Rs shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in these ECC&Rs.

Section 6.8 No Termination for Breach:

No breach, whether or not material, of the provisions of these ECC&Rs shall entitle any Party to cancel, rescind or otherwise terminate these ECC&Rs, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of these ECC&Rs.

Section 6.9 Limitation of Liability:

Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by these ECC&Rs only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by these ECC&Rs only during the period such person is the fee or leasehold owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.9, the easements, covenants and restrictions in these ECC&Rs shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.10 Attorneys Fees:

In the event of a breach hereof, the non-prevailing Party shall pay the reasonable attorney's fees (and the reasonable attorneys' fees on appeal) of the prevailing Party.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Estopel Certificates:

Each Party shall upon not less than thirty (30) days from receipt of written notice from the requesting Party execute and deliver to the requesting Party a certificate in recordable form stating that (i) either these ECC&Rs are unmodified and in full force and effect or are modified

(and stating the modification); and (ii) whether or not such Party has sent any notice of any default to any other Party under these ECC&Rs.

Section 7.2 Term and Perpetuity:

The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Parties, their heirs, executors, administrators, successors, successors-in-title, assigns until the expiration of sixty (60) years from the date hereof, unless terminated by the consent of all the Parties pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by these ECC&Rs or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land. Upon termination of the agreements, conditions, covenants and restrictions of these ECC&Rs, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of these ECC&Rs, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect.

Section 7.3 Amendment:

These ECC&Rs may not be amended except by agreement of the Consenting Parties in writing. Any amendment that would materially and substantially change the easements granted under Article 2, the uses permitted under Article 3, or the development requirements of Article 4 shall require the prior written consent of any Party reasonably likely to be materially adversely impacted by such amendment, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the provisions of the Lease, Tenant shall agree to an amendment to these ECC&R's to substitute for the Site Plan attached hereto as Exhibit A-1, one of the alternate site plans attached hereto as Exhibit A-2 or Exhibit A-3, provided that no changes shall be made to any of the site plans attached as Exhibits A-1 through A-3 without the prior written consent of Tenant, which Tenant may withhold in its sole discretion. In such event, the term "Site Plan" shall mean either the site plan attached as Exhibit A-2 or Exhibit A-3, as the case may be. In the event that Developer elects to substitute Exhibit

A-2, Outparcel shall mean only Outparcels 1 and 2 (and Outparcel 3 shall be deemed eliminated). Following such amendment, any changes to any Common Areas, Common Area Improvements, Common Utility Facilities and/or Separate Utility Facilities shall be done at the sole expense of Developer and so long as services to the Lowe's Parcel are neither interrupted nor otherwise adversely affected, as more particularly set forth in the that certain Site Development Agreement of even date herewith between Tenant and Developer (the "Site Development Agreement"). After these ECC&R's have been amended to substitute Exhibit A-2 as the Site Plan, Tenant shall agree to further amend these ECC&R's to substitute Exhibit A-3, subject to the provisions set forth in the Site Development Agreement.

Section 7.4 Notices:

Any notice or invoice required or permitted to be given under these ECC&Rs shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party):

Developer: Pacific Service Company, Inc.
 120 N. Robertson Boulevard
 Los Angeles, CA 90048-3102
 Attention: Director of Development—Midway, WA

With a copy to: Pacific Service Company, Inc.
 120 N. Robertson Boulevard
 Los Angeles, CA 90048-3102
 Attention: Legal Department—Midway, WA

With a copy to: Alston, Courtnage & Bassetti, LLP
 1000 Second Avenue
 Suite 3900
 Seattle, WA 98104-1045
 Attention: Michael S. Courtnage

Lowe's: Lowe's HIW, Inc.
 Box 1111
 (Highway 268 East, North Wilkesboro, North Carolina 28659)
 North Wilkesboro, North Carolina 28656-0001
 Attention: Property Management Dept. (REO)

Copy to: Lowe's HIW, Inc.
 Box 1111
 (Highway 268 East, North Wilkesboro, North Carolina 28659)
 North Wilkesboro, North Carolina 28656-0001
 Attention: Real Estate Legal Department (REO)

Section 7.5 Ground Lessee Assignment:

The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Party and such ground lessee or lessees.

Section 7.6 No Covenant to Continuously Operate:

Tenant is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in these ECC&Rs shall be construed, interpreted or otherwise read to require Tenant to operate a business on the Lowe's Parcel or to prevent Tenant from closing its business on the Lowe's Parcel.

Section 7.7 Severability:

In the event any provision or portion of these ECC&Rs is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.8 No Public Dedication:

Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.9 Counterparts:

These ECC&Rs may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.10 Relationship of the Parties:

Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Parties. It is understood that the relationship between the Parties hereto and Parties is an arms length one that shall at all times be and remain that of separate Owners or Tenants of real property. No Party shall have the right to act for or on behalf of another Party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party to be charged or bound, except as otherwise specifically provided herein.

Section 7.11 Condemnation:

In the event of a condemnation or a sale in lieu thereof concerning a portion or all of a Parcel, the award or purchase price paid for such taking shall be paid to the Party owning such Parcel; it being the intent of any other Party who might have an easement or other property interest or right under this Declaration in the Parcel so taken, to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Party shall have the right to seek an award or compensation for the loss of its easement right or property interest to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Party owning such Parcel. Notwithstanding the above, this Section 7.11 is not intended to alter any other agreement which may exist between the owner of the Parcel so taken and any person having an interest in said Parcel pursuant to other contractual relationships.

Section 7.12 Delays:

In any case where either Party hereto is required to do any act (other than make a payment of money), delays caused or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, or other causes beyond such Party's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time, or a "reasonable" period of time.

Section 7.13 Governing Law:

These ECC&R's shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered these
ECC&Rs as of the day and year first written above.

[Signatures Follow on Separate Pages]

Signature Page for Lowe's (ECC&Rs):

LOWE'S:
 TB
 Lowe's HIW, Inc.,
 a Washington corporation

Attest:

By: Kevin D. Bennett
 Name: Kevin D. Bennett
 Title: Assistant Secretary

By: David E. Shelton
 Name: David E. Shelton
 Title: Senior Vice President

KOR

STATE OF NORTH CAROLINA)
) ss.
 COUNTY OF WILKES)

ON THIS 14th day of September 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David E. Shelton, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Senior Vice President of LOWE'S HIW, INC., a Washington corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

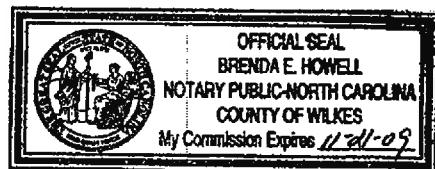
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public
 Printed Name:

Brenda E. Howell
Brenda E. Howell

My Commission Expires:

11-01-09



Signature Page for Developer (ECC&Rs):

DEVELOPER:
Pacific Service Company, Inc.
a Washington corporation

By: James D. Vandever
Name: James D. Vandever
Title: SECRETARY

STATE OF California)
) ss.
COUNTY OF Los Angeles)

ON THIS 14th day of September, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James D. Vandever, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Secretary of Pacific Service, Inc., a Washington corporation and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

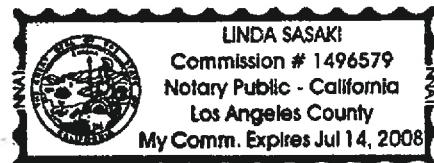
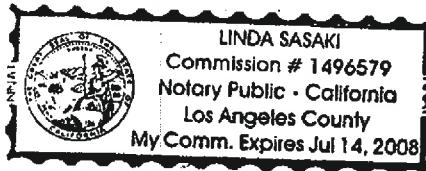
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

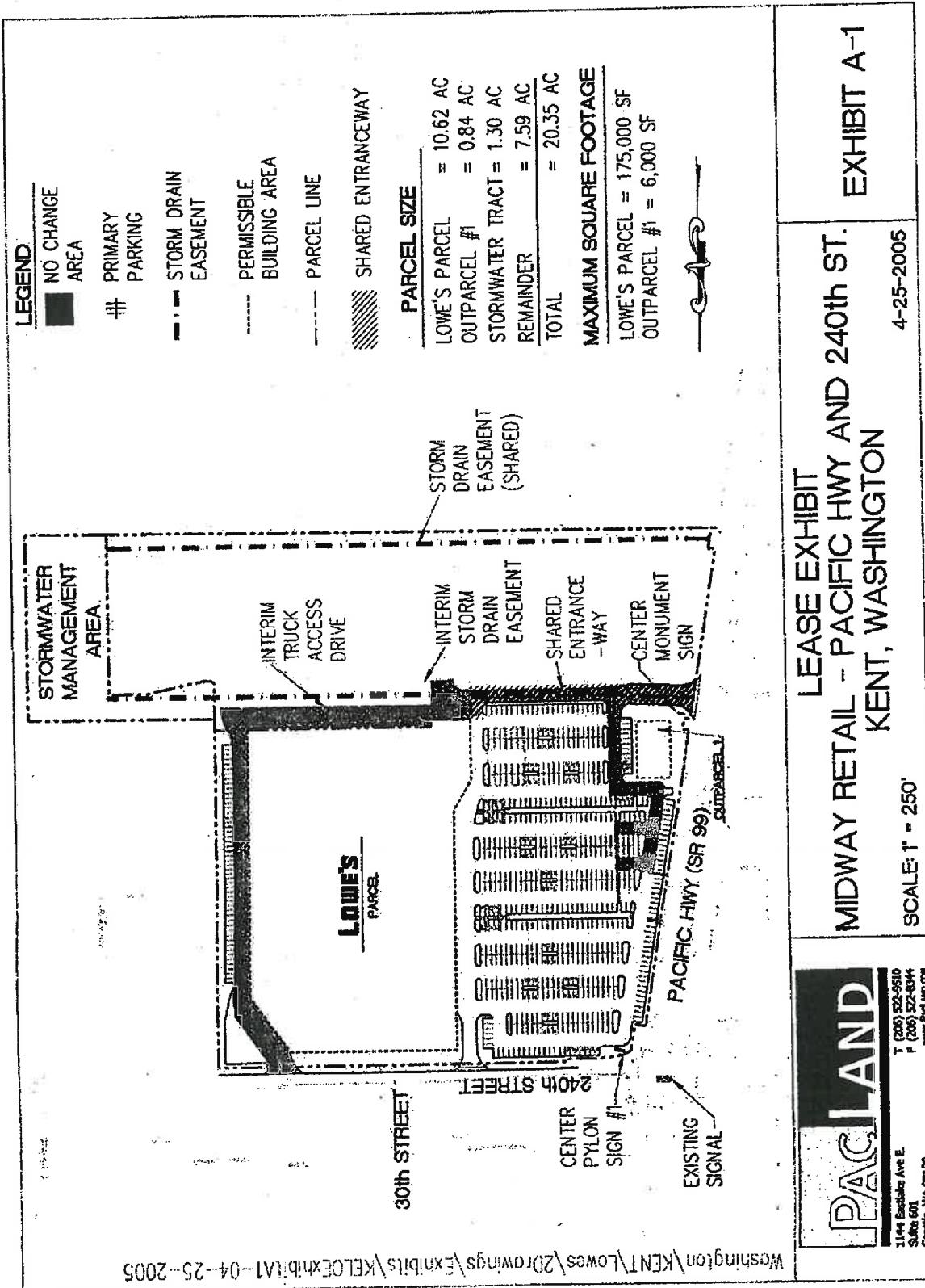
Notary Public
Printed Name:

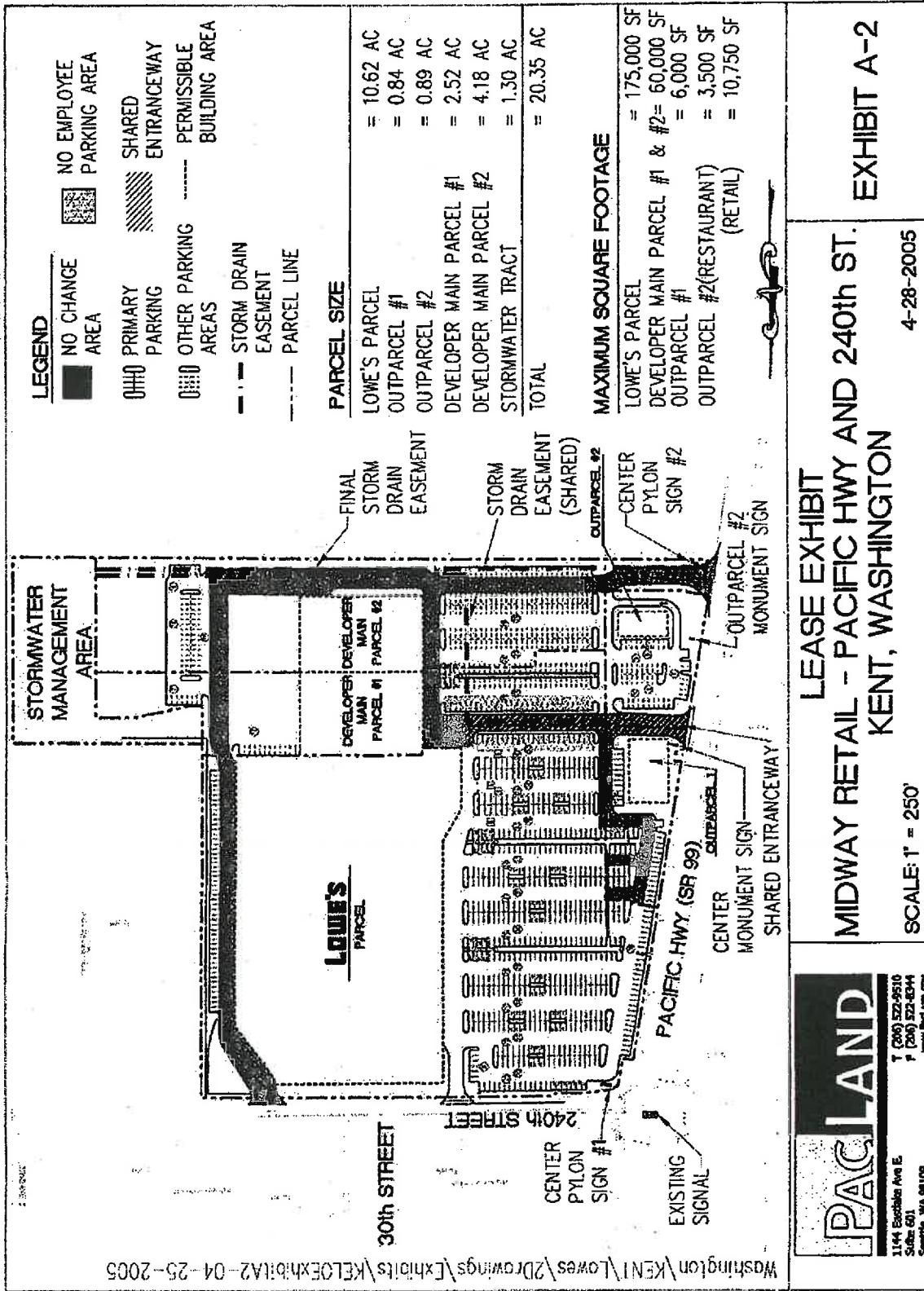
Linda Sasaki
LINDA SASAKI

My Commission Expires:

July 14, 2008







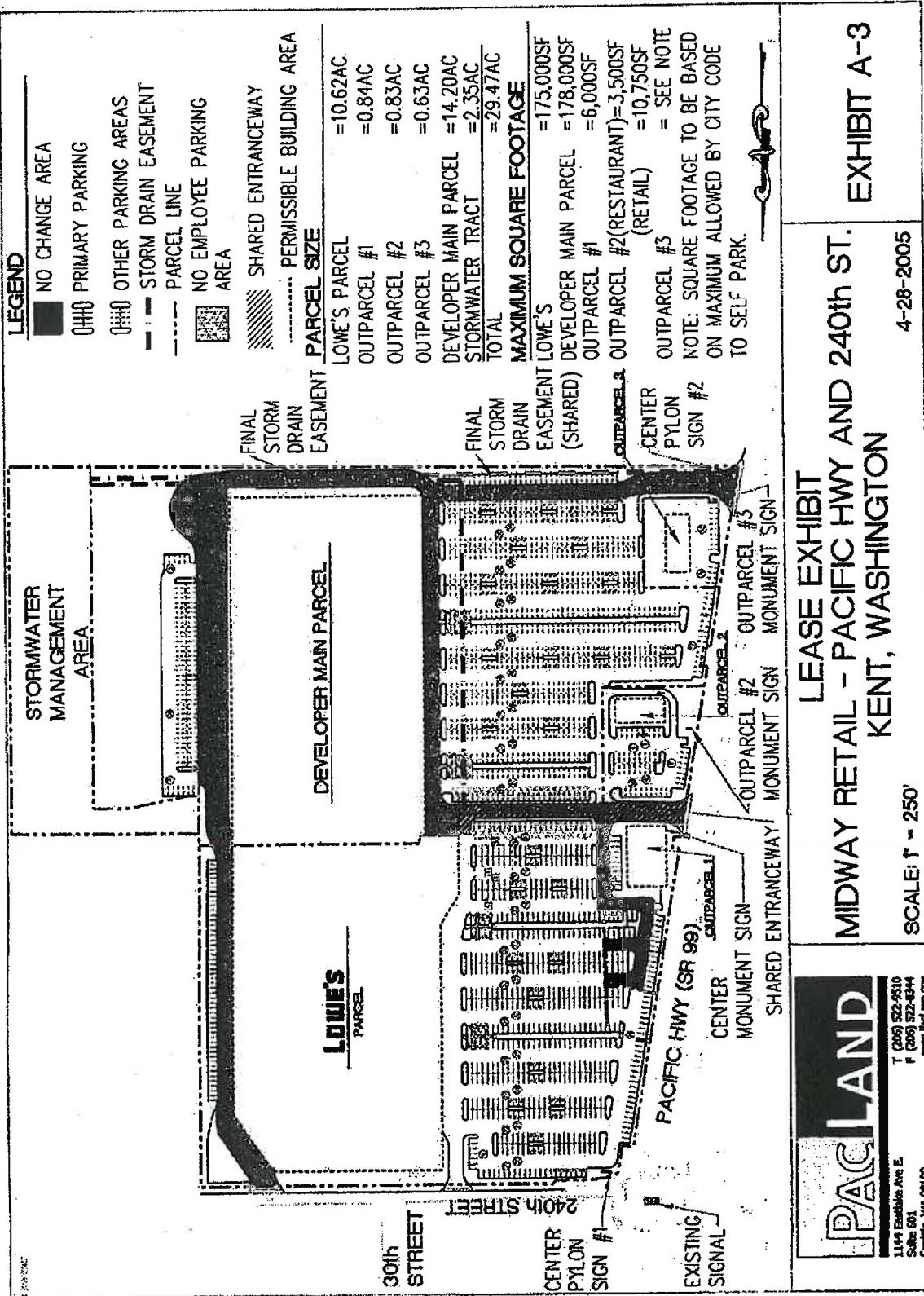


EXHIBIT BLegal Description of Lowe's ParcelParcel A:

That portion of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1);
EXCEPT the North 30 feet for South 240th Street.

Also, the West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the North 30 feet for South 240th Street;
AND EXCEPT that portion conveyed to the State of Washington for road purposes under recording No. 9602081412
AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington.

Parcel B:

That Portion of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1);
AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington

EXHIBIT CLegal Description of Developer ParcelParcel A:

That portion of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1); EXCEPT the North 30 feet for South 240th Street.

Also, the West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington; EXCEPT the North 30 feet for South 240th Street; AND EXCEPT that portion conveyed to the State of Washington for road purposes under recording No. 9602081412 AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington.

Parcel B:

That Portion of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1); AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington

EXHIBIT D

Sign Package

CENTER PYLON SIGN NO. I

ALUMINUM CORNICE PAINT WHITE TEXCOAT FINISH.

**CALCULATED SIGN AREA 4'-0" X 10'-6"=42 SF
WHITE LEXAN FACE WITH APPLIED 3M BLUE VINYL
FILM BACKGROUND COPY REVERSE CUT WHITE.
RETAINER PAINT RED SATIN FINISH ON FACE GREY
SATIN FINISH ON RETURNS.**

PAINT GREY TEXCOAT FINISH

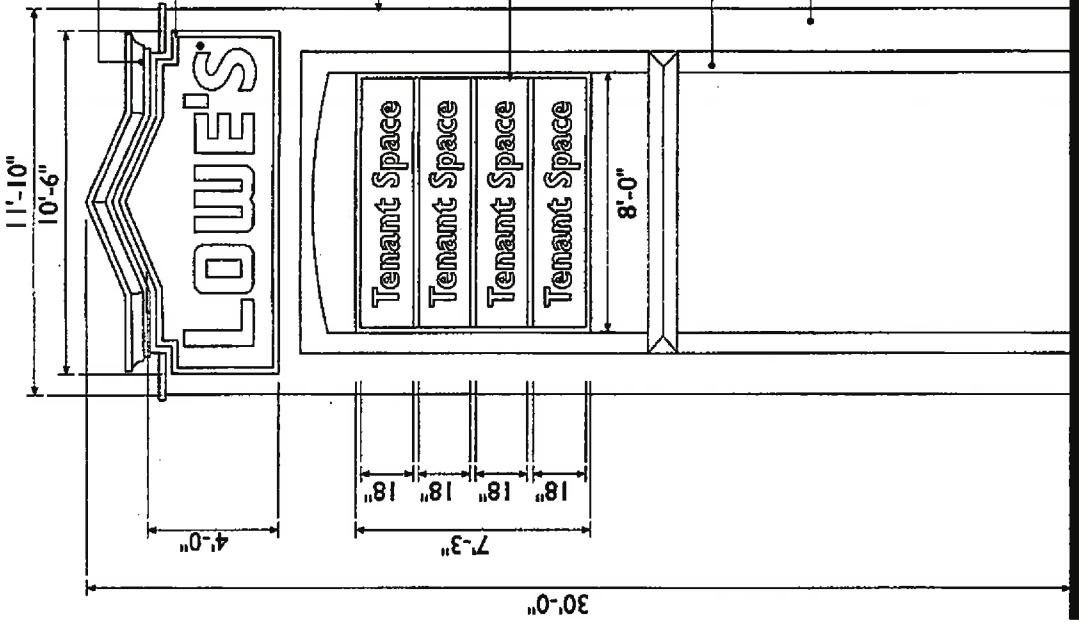
**CALCULATED SIGN AREA 8'-3" X 7'-0"=58 SF
CABINET RETURNS AND RETAINERS PAINT
GREY EXCOAT FINISH WHITE LEXAN FACE-
GRAPHICS PER TENANT SPECIFICATIONS.**

• INSET PAINT LIGHT GREY TEXCOAT FINISH.

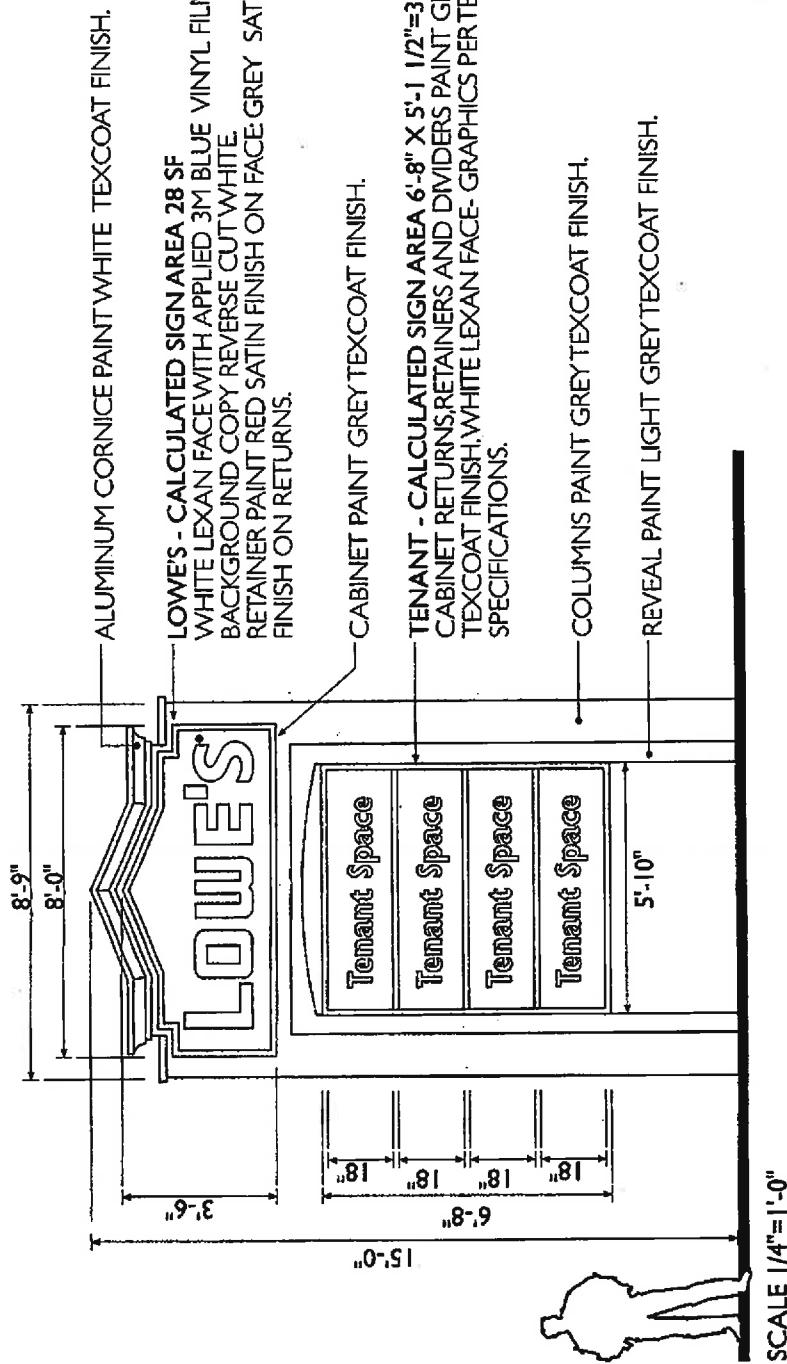
REVISED 9/9/05

2939 ACADEMY WAY
SACRAMENTO CA. 95815
PH: 916.927.0527
FAX: 916.927.2414
WWW.PACIFICNEON.COM

SCALE 3/16" = 1'0"



CENTER MONUMENT SIGN



REVISED 9/9/05

2939 ACADEMY WAY
SACRAMENTO CA 95815
PH: 916.927.0527
FAX: 916.927.2414
WWW.PACIFICNEON.COM
PACIFIC NEON COMPANY

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KING COUNTY, WA

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AFTER RECORDING MAIL TO:

Name Paul Harman
 Jones, Waldo, Holbrook & McDonough, P.C.
Address 170 South Main Street, Suite 1500
City/State Salt Lake City, UT 84101

61307T **(58)** \$89

Document Title(s) (for transactions contained therein):

1. Easements, Covenants, Conditions and Restrictions

Reference Number(s) of Documents Assigned or released:

Grantor(s): (Last name first, then first name and middle initial)

1. Pacific Service Company, Inc., a Washington corporation

Grantee(s): (Last name first, then first name and middle initial)

1. Lowe's HIW, Inc., a Washignton corporation

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Sect. 21, Twp 22N, Rge 4E, NE 1/4 NE 1/4

Assessor's Property Tax Parcel/Account Number(s):

212204-9031-09 and 212204-9035-05 and 212204-9046-02

Complete legal description is on page 54 & 55 of document

Recording Requested By and
When Recorded, Return To:
Paul M. Harman, Esq.
Jones Waldo Holbrook & McDonough
170 South Main Street, Suite 1500
Salt Lake City, UT 84101-1644

EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
BY AND BETWEEN
LOWE'S HIW, INC.
AND
PACIFIC SERVICE COMPANY, INC.

Lowe's Kent WA

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EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECC&Rs"), are made and entered into as of the date of the last execution hereof, which date is the 15 day of September 2005, by and between Pacific Service Company, Inc., a Washington corporation ("Developer") and LOWE'S HIW, INC., a Washington corporation ("Lowe's") (the foregoing parties hereinafter collectively referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, Developer is the owner of property located in the City of Kent, County of King, State of Washington (the "Shopping Center"); and

WHEREAS, Developer has entered into a Ground Lease, dated September 15, 2005, (the "Lease"), pursuant to which Developer leases to Lowe's a portion of the Shopping Center (as defined therein, the "Demised Premises," and as referred to herein the "Lowe's Parcel") with an right of first offer for Lowe's to acquire such property, which is more particularly described in Exhibit B attached hereto and made a part hereof for all purposes; and

WHEREAS, the remainder of the Shopping Center is owned by Developer and located contiguous with and adjacent to the Lowe's Parcel, which property is more particularly described in Exhibit C attached hereto and made a part hereof for all purposes (the "Developer Parcels"); and

WHEREAS, the Shopping Center is depicted on a site plan attached hereto and made a part hereof as Exhibit A-1 (the "Site Plan").

NOW, THEREFORE, the Developer and Lowe's hereby declare, agree, covenant and consent that all of the property described on Exhibit B and Exhibit C shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on the Shopping Center to run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the property in an integrated Shopping Center and to protect the value of property. Further, in consideration of the

premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1. “Building” shall mean the permanently enclosed structure(s) which has (have) been, will be or may be constructed within the Permissible Building Areas, but shall not include Common Area Improvements. For purposes of these ECC&Rs, “Building” shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

Section 1.2. “Common Area” shall mean all real property in the Shopping Center for the common use and enjoyment of the Parties and their respective Permittees, including, without limitation, parking areas, access and egress drives, service drives, sidewalks, retaining walls, and non-dedicated streets and shall consist of all portions of the Shopping Center not designated as Permissible Building Areas and all portions of any Permissible Building Area upon which no Building is currently constructed. The Common Areas shall also include the Stormwater Management Area. Common Areas do not include drive up or drive through areas and facilities, loading docks, patio areas, or permanent outdoor sales areas.

Section 1.3. “Common Area Improvements” shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage. The initial Common Area Improvements are shown on the Site Plan.

Section 1.4. “Consenting Party” shall mean and refer to Tenant and to the Owner of the Developer Parcels. The Parties intend that there shall be only two (2) Consenting Parties for the purposes of these ECC&Rs, consisting of only one Consenting Party representing the Lowe’s Parcel and only one Consenting Party representing the Owner of the Developer Parcels. Tenant shall serve as the Consenting Party for the Lowe’s Parcel; in the event that Tenant shall acquire fee simple title to the Lowe’s Parcel, the Consenting Party for the Lowe’s Parcel shall be the Owner of the Lowe’s Parcel. In the event that the Developer Parcels are further subdivided or conveyed to multiple owners, the current Owner of the Developer Parcels shall designate in

writing to the other Consenting Party the particular Parcel whose Owner shall succeed as the Consenting Party.

Section 1.5. “Default Rate” shall mean the rate of interest that is the lesser of (i) the prime rate determined by Citibank, N.A., or its corporate successor, plus two percent (2%) and (ii) the maximum rate allowed by applicable law.

Section 1.6. “Improvement(s)” shall mean Building(s) and other structures within a Permissible Building Area and Common Area Improvements.

Section 1.7. “Maximum Square Footage” shall mean and refer to the maximum square footage allowed for all Buildings contained within a single Permissible Building Area. The Maximum Square Footage for each Permissible Building Area is shown on the Site Plan. Any change to the Maximum Square Footage shown on the Site Plan shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties and any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.8. “No Change Area” shall mean those certain driveways and footways shown as the “No Change Area” on the Site Plan:

Section 1.9. “No Employee Parking Area” shall mean those certain areas shown as the “No Employee Parking Area” on the Site Plan.

Section 1.10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.11. “Parcel” shall mean and refer to any parcel of land shown as a parcel on the Site Plan regardless of whether such Parcel has been legally subdivided from the rest of the Parcels shown on the Site Plan. “Outparcel” shall mean and refer to any and every parcel of land identified as a numbered or lettered outparcel on the Site Plan. Each of the Outparcels shall also be considered a Parcel for purposes of these ECC&Rs.

Section 1.12. “Parties” shall mean and refer to each owner of fee simple title to any Parcel which is a part of the Shopping Center (but excluding those having such interest merely as security for the performance of any obligation), provided, however, that as to the Lowe’s Parcel, “Party” shall mean Tenant, or if the Ground Lease is terminated in connection with the

acquisition of the Demised Premises by Tenant, "Party" shall mean the record Owner of the Lowe's Parcel.

Section 1.13. "Permissible Building Area" shall mean an area designated on the Site Plan within which a Building(s) may be constructed not to exceed the Maximum Square Footage. Any change to the Permissible Building Areas shown on the Site Plan shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties and any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.14. "Permittees" shall mean tenants, subtenants and the occupants, contractors, customers, agents, licensees, guests, and invitees of a Party and its tenants (but shall not include Tenant as defined in Section 1.17).

Section 1.15. "Lowe's Primary Parking Area" shall mean the parking spaces, driveways and footways on the Lowe's Parcel shown as "Primary Parking Area" on the Site Plan.

Section 1.16. "Stormwater Management Area" shall mean the area shown on the Site Plan as the "Stormwater Management Area" and the Utility Facilities for storm water (as defined in Section 2.1) located within the Stormwater Management Area and within the area labeled "Storm Drain Easement" on the Site Plan.

Section 1.17. "Tenant" shall mean the tenant under the Lease (which is currently Lowe's), provided, however that in the event that Tenant shall acquire fee simple title to the Demised Premises, "Tenant" shall mean the Owner of the Lowe's Parcel.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation:

For the purposes of this Article II, the following will apply:

(A) A Party granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns.

(B) A Party to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Party but its successors, assigns, and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements; provided, however, that no such permission nor the

division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(C) The term "Utility Facilities" means utility systems and utility facilities serving the Shopping Center such as the following: storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of these ECC&RS and as replacements thereto.

(D) The term "Common Utility Facilities" means Utility Facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by all Parties or for the service of the Common Area. All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements.

(E) The term "Separate Utility Facilities" means Utility Facilities not installed under the terms of these ECC&Rs for use in common by other Parties and not for service of the Common Area.

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

(G) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(H) All easements granted herein shall be easements appurtenant and not easements in gross.

(I) In the event a Party transfers or conveys a portion of its Parcel in accordance with the terms of these ECC&RS, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(J) All easements granted hereunder and herein shall exist by virtue of these ECC&Rs, without the necessity of confirmation by any other document. Likewise, upon the

termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable request of Party, the other Parties shall sign and acknowledge a document 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, if the form and substance of the document is approved by the other Parties, which approval shall not be unreasonably withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Party to construct or maintain its Building(s) except as expressly provided in these ECC&Rs.

Section 2.2 Easements for Use of Common Area.

(A) Grant of Easement: Each Party hereby grants to the other Parties easements in the Common Area on its (Grantor's) Parcel for:

- (i) ingress to and egress from the Grantee's Parcel;
- (ii) the passage of vehicles;
- (iii) the passage and accommodation of pedestrians; and
- (iv) the doing of such other things as are expressly authorized or required to be

done on the Common Area under these ECC&Rs.

(B) Cross Parking: In each case subject to the conditions set forth below, the Owners of the Developer Parcels and their tenants ("Other Users") may allow their customers to make use of the Lowe's Primary Parking Area, and Tenant and its tenants may allow their customers to make use of the parking areas within the Common Areas of the Shopping Center on the Developer Parcels:

(i) Tenant shall cause its employees, agents, vendors, contractors, suppliers and other invitees (other than its customers) to not park in the No Employee Parking Area within the Lowe's Parcel and to park only in the parking areas within the Common Areas that are located within the Lowe's Parcel other than the No Employee Parking Area.

(ii) The Owner(s) of the Developer Parcels shall cause the employees, agents, vendors, contractors, suppliers and other invitees of the Other Users (other than the customers of the Other Users) to not park in the No Employee Parking Area within the Developer Parcels and

to park only in the parking areas within the Common Areas that are located within the Developer Parcels other than the No Employee Parking Area.

(iii) Each legal parcel within the Shopping Center shall meet the minimum parking requirements set forth in Section 4.1(B) or applicable law, whichever is greater. In determining whether or not any legal parcel contains a sufficient number of parking spaces within such legal parcel to satisfy the parking requirements set forth in Section 4.1(B) or under applicable law, no portion of the parking area on any other legal parcel shall be included for such legal parcel.

(iv) The Parties acknowledge that the shared parking rights created pursuant to this Section 2.2(B) may reduce the minimum number of parking spaces required within a legal parcel (including Out Parcels).

(v) Each Party hereby reserves the right to exclude or eject from the parking areas on the Common Areas on such Party's Parcel, any vehicle which is not entitled to park on such Common Area.

(C) Design of the Common Areas:

(i) No Change Area: No change may be made to the Common Area and Common Area Improvements within the No Change Area without the prior written consent of the Consenting Parties, which each may withhold in its sole discretion.

(ii) Initial Development of the Common Areas: The Common Area Improvements depicted on the Site Plan are hereby deemed approved by the Consenting Parties.

(iii) Changes on Lowe's Parcel after Initial Development. Tenant shall have the exclusive right, without the consent of any other Party, to change the Common Area (including the Common Area Improvements and Common Utility Facilities) on the Lowe's Parcel (other than the No Change Area) as Tenant sees fit in its sole discretion, provided that such changes (a) do not reduce the minimum parking ratios from those provided for in Section 4.1(B), (b) do not adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center, (c) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center, and (d) do not adversely affect the location of the Lowe's Pylon or the right of the Owner(s) of the Developer Parcels to place the sign panels on the Lowe's Pylon in accordance with Section 4.3 below. Tenant may not make any

changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Party, such consent not to be unreasonably withheld.

(iv) Changes on Developer Parcels after Initial Development. The Owner(s) of the Developer Parcels may make changes to any portion of the Common Area (including the Common Area Improvements and Common Utility Facilities) on the Developer Parcels (other than the No Change Area) as the Owner sees fit in its sole discretion, provided that such changes (a) do not reduce the minimum parking ratios from those provided for in Section 4.1(B) below, (b) do not alter or adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center, (c) do not alter the location of any sign on which Tenant is entitled to display a sign panel, and (d) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center. The Owner(s) of the Developer Parcels may not make any changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Party, such consent not to be unreasonably withheld.

(v) Plans. At least ten (10) days before either Tenant or the Owner(s) of the Developer Parcels makes any changes subject to the provisions of Subsection (iii) or (iv) above, respectively, such Party shall deliver plans showing in reasonable detail the nature of such changes.

(vi) Drive-Throughs. There shall be no drive-through windows or lanes of traffic installed within or adjacent to Outparcel 1 unless approved in writing by Tenant, which approval may be withheld in Tenant's sole discretion. There may be drive-through windows or lanes of traffic located in the balance of the Shopping Center so long as such drive-through facilities provide that the stacking area is not in a No Change Area.

(vii) Commencement. Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays: Notwithstanding the grant of easements under Section 2.2(A), sales and displays may be located within the Common Area but only as follows:

(i) Tenant and other tenants within the Shopping Center shall be permitted to conduct sales or other activities within the parking fields in the Common Area on such tenant's Parcels (other than the No Employee Parking Area on such Parcel) so long as such sales do not unreasonably interfere with vehicular and pedestrian traffic to and from the Lowe's Parcel and the Developer Parcels and so long as the Common Area used for such purposes are kept in a neat, clean and orderly condition.

(ii) Tenant and other tenants within the Shopping Center shall have the right to display merchandise and conduct sales on the sidewalk adjoining its main store building, which area is referred to herein as the "Sidewalk Sales Area"; provided, however, that the Sidewalk Sales Area shall be maintained in a neat, clean and orderly condition and provided further that the five (5) feet of the sidewalk adjacent to the parking areas in front of the main store building(s) shall be maintained reasonably free and clear of any merchandise to assure passage to and from the Lowe's Parcel and the other buildings within the Shopping Center. Tenant and other tenants within the Shopping Center shall not be permitted to install and maintain kiosk-type structure(s) within the Sidewalk Sales Area; provided, however, that the foregoing shall not prohibit Tenant or other tenants within the Shopping Center from installing a bank teller machine into the exterior wall of its store or from operating a hot dog stand or a moveable fast food cart on the sidewalk near the front door of its store, so long as such unit does not materially impact the flow of pedestrians (except as a result of people waiting to use such machine or to make a purchase from such stand or cart).

(iii) Tenant and other tenants within the Shopping Center shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) within the parking fields in the Common Areas on Tenant's and such other tenant's Parcels. Tenant and other tenants within the Shopping Center shall be permitted to install and maintain kiosk-type structure(s) (including a bank teller machine) within the parking fields in the Common Areas on Tenant's and such other tenant's Parcels (other than a No Change Area); provided, however, that the number of such structures which can be maintained within such parking fields on any Parcel may not exceed two.

(iv) Tenant may park up to five vehicles or pieces of equipment in the parking field of the Lowe's Parcel in connection with Tenant's leasing of vehicles and/or equipment, except no such vehicles or equipment may be parked within the No Employee Parking Area.

(E) Easements for Access: Each Party hereby grants to the other Party(s) easements for pedestrian and vehicular traffic in the No Change Area (not less than the widths therefor shown on the Site Plan) on its (Grantor's) Parcel for the purpose of providing ingress to and egress from the Grantee's Parcel and each of 240th Street and Pacific Highway (SR 99), together with the following rights and subject to the following restrictions and reservations:

(i) The use of such easements in the No Change Area by any person entitled to the use thereof shall be in common with all other such persons, and such easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2.2(F) herein, Grantors of such easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the No Change Area, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein.

(F) General Provisions for Common Area Easements:

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Parties of the rights and easements created by this Article II. In addition, each Party may temporarily (A) close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties and (B) fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give fifteen (15) days written notice to each other Party of its intention to do so and

shall attempt to coordinate such closing with each other Party, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; provided, further, that such period shall be reduced as reasonably necessary in the event that any emergency repairs are needed.

(ii) The easements granted under this Section 2.2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under these ECC&Rs, specifically including those portions of the Common Area shown on the Site Plan.

(iii) Each Party hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same.

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in these ECC&Rs.

Section 2.3 Easements for Utility Facilities:

(A) **Grant of Easement:** Each Party hereby grants to the other Party(s) perpetual easements to its (Grantor's) Parcel, except within such Party's Permissible Building Area, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

(B) Installation, Repair and Maintenance:

(i) All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.3 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible.

(ii) The location of the Utility Facilities shall be subject to the prior written consent of the Party across whose Parcel the same are to be located, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to this grant of easement, as well as for all Separate Utility Facilities installed by the Grantee on its own Parcel. The Grantee of any easement for Common Utility Facilities shall be responsible for the installation, maintenance,

repair and removal at Grantee's cost of all Common Utility Facilities installed by the Grantee pursuant to this grant of easement; Grantee may or may not be reimbursed by Owners pursuant to a separate agreement, however nothing in this Agreement shall obligate the Owner of a Parcel to pay for the costs of installing, maintaining, repairing or removing Common Utility Facilities on its Parcel (other than relocation at Grantor's request pursuant to Section 2.3(E)).

(iv) Any installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(v) All installation, maintenance, repair and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vi) After the Building on the Lowe's Parcel has opened for business, no installation, repair or removal of Utility Facilities, except emergency repair work, shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 1st, or on any weekends.

(C) Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2.3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

- (i) The easement is non-exclusive;
- (ii) All Utility Facilities installed pursuant to the easement shall be underground, except for manholes and manhole covers which shall be flush with adjacent grade,

and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed;

(iii) The right to use the surface areas for the purposes allowed under these ECC&Rs is reserved;

(iv) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;

(v) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;

(vi) Grantee shall protect its Utility Facilities against uses of the surface made by Grantor and others;

(vii) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;

(viii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(ix) Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees and reasonable attorneys' fees on appeal) which may result to Grantor from the negligent or willful wrongful act or omission of, its agents, employees and contractors; and

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

(D) Indemnification: The Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), incurred in connection with Grantee's use of the Utility Facilities easements under this Section 2.3, except to the extent occasioned by Grantor's negligent or willful wrongful act or omission to act.

(E) Grantee's Rights as to Utility Facilities:

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to

such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2.3(E)(ii).

(ii) Relocation of Utility Facilities on Grantor's Parcel: Except during the period from November 15th through the following January 15th and the period from April 1st through July 1st, the Grantor of any easement under this Section 2.3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified under Subsection 2.3(D)(ii)(a)). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;

(d) shall be located underground, if reasonably possible; and

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee.

(iii) Limitation on Rights: Except as otherwise provided in Section 2.4, nothing herein shall be construed to grant any Party the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Party's Parcel.

Section 2.4 Drainage:

Each Party hereby grants to the other Parties easements to use, maintain and repair any storm water drainage system within the Stormwater Management Area and within the Storm Drain Easement (together, the "Storm Drainage System") now or hereafter located on any Parcel,

together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System; provided, however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All Storm Drainage Systems shall be subject to the prior written consent of the Consenting Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of an Party's Improvements substantially as shown on the Site Plan (including, without limitation, Buildings, curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Consenting Parties and which does not cause water to settle or pool within another Party's Parcel. Developer (at its sole cost) may re-locate that portion of the Storm Drain Easement within the Developer Parcels as shown on the Site Plan (and the Utility Facilities located therein), so long as service to the Lowe's Parcel is neither interrupted nor otherwise adversely affected.

Section 2.5 Construction Easements:

(A) Each Party hereby grants to the other Parties temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within these ECC&Rs.

(B) With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(C) The location and use of all temporary construction easements under this Section 2.5 shall be subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

(D) Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor.

(E) Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Party, and shall not materially interfere with or interrupt the business operations conducted by any other Party in the Shopping Center. Furthermore, once the final topcoat of asphalt or concrete paving has been placed on the Lowe's Parcel or any Common Area access, egress and service drives to the Lowe's Parcel, all construction traffic to or from the Developer Parcels will be limited to the use of the southernmost entrance to the Shopping Center (along Pacific Highway (SR 99), except that construction traffic from Outparcel 1 may use the adjoining entrance to Pacific Highway (SR 99) for access only (not for staging or parking) provided that such traffic does not cross the parking fields or drive aisles on the Lowe's Parcel and does not unreasonably interfere with the free flow of traffic to the Lowe's Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the temporary construction easements granted under this Section 2.5 and shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.

(F) Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under these ECC&Rs, be deemed to be part of the Grantee's Parcel

and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Sign Easement:

The Owner of the Lowe's Parcel hereby grants to the other Parties entitled under Section 4.3 of these ECC&Rs to display a sign panel on the Lowe's Pylon Sign, an easement for maintenance, repair and replacement of such sign panel and to Tenant an easement for construction of the Lowe's Pylon Sign.

Section 2.7 Cure Right Easements:

Each Party hereby grants to the Consenting Parties an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article VI of these ECC&Rs. Each Grantee of the easements granted under this Section 2.7 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Section shall be coterminous with the respective provisions of the ECC&RS which give the Grantee the right or the obligation to perform the work described in this Section 2.7

ARTICLE III

USE RESTRICTIONS

Section 3.1 Permitted Uses:

Subject to the restrictions set forth in this Article III, every Parcel shall be used only for financial institutions, service shops, Retail Offices, retail stores selling retail merchandise normally carried in other shopping Centers and restaurants (except as provided in Section 3.3(A)(i)). "Retail Offices" shall mean offices of the type customarily found in retail shopping Centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, and travel agents, but shall not include educational or training facilities or medical or dental offices. No Retail Office use shall exceed 4,000 square

feet and the total of all Retail Office use in the Shopping Center shall not exceed 8,000 square feet.

Section 3.2 Nuisances:

No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations. Nothing shall be done on any Parcel which is a public nuisance to the community.

Section 3.3 Use Restrictions:

(A) During the term of these ECC&Rs no portion of the Shopping Center may be used for any of the following purposes without the prior written consent of the Consenting Parties which consent may be withheld in the sole discretion of a Consenting Party:

(B) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption or a liquor store; provided, however,

(i) the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty percent (30%) of the restaurant's gross revenues, in the case of a restaurant located on Outparcel 1, less than forty percent (40%) of such revenues, in the case of a restaurant located in-line with the improvements on the Lowe's Parcel, or less than fifty percent (50%) of such revenues, in the case of a restaurant located on any other Outparcel;

(ii) the foregoing shall not prohibit the sale of wine, beer or hard liquor as an incidental use in connection with an otherwise permitted grocery store, convenience store, or drug store;

(iii) the foregoing shall not prohibit Beverages and More or Cost Plus from operating its business as is currently operated and merchandized, as of the date hereof, or any other regional or national chain that operates its business and is merchandized in a manner substantially similar to such stores from operating its business; and

(iv) that one (1) liquor store may be located on any Outparcel

other than Outparcel 1 if such liquor store is either (i) a State of Washington liquor store or (ii) an upscale liquor store and (x) more than thirty percent (30%) of the floor area of the store is used for the sale of wine; (y) no exterior or window signs using neon or moving lights shall be visible from the Common Areas; and (z) the store will close on or before 11:00 p.m.

(v) A bowling alley, billiard parlor, bingo parlor, arcade or game room.

(vi) A theater (motion picture or live performance).

(vii) A health club, gymnasium or spa; provided, however, that one such establishment may be operated if it is located at least four hundred (400) feet from the Lowe's Parcel and its entrance is in the southernmost twenty five percent (25%) of the establishment's frontage; and provided, further, that in no event shall such an establishment be located on Outparcel 1.

(viii) A service station, automotive repair shop or truck stop; provided, however, that the foregoing shall not prohibit the operation of an automotive parts retail store such as Pep Boys, Auto Zone or Shucks, so long as the following conditions are met: (A) all outdoor storage of personal property or inventory, all refuse containers and areas, and the rear of such facilities are screened from public view in a manner suitable to the Owner of the Developer Parcels, in the case of a facility located on the Lowe's Parcel, or suitable to Tenant, in the case of a facility located elsewhere within the Shopping Center, (B) no portion of the Lowe's Parcel shall be utilized for parking of customer or employee vehicles related to the operation of such facility, (C) if it is located on Outparcel 1, then the automotive bays and customer entrances for the facility must face east (so that the doors do not face the front of Tenant's building), (D) any such business shall be operated by a national or regional chain of facilities having at least five (5) other locations under a national or regional trade name, and (E) any such facility must comply with all local, state and federal storage and disposal regulations rules, law and ordinance for petroleum products or petrochemicals and batteries and have in place and functioning adequate programs for monitoring and preventing any release of petroleum products or chemicals into the environment; provided, further, that the foregoing requirements (A) through (E) shall not be required in the event that such facility is owned by Wal-Mart, Sam's, Fred Meyer, Target or Costco.

- (ix) A flea market or pawn shop.
- (x) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided that such restriction shall not prohibit the incidental use of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use.
- (xi) A child day care facility.
- (xii) A car wash, except on an Outparcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.
- (xiii) A medical clinic or medical office.
- (xiv) A storage or mini-warehouse facility.
- (xv) An establishment for the sale of automobiles, trucks, mobile homes, boats or recreational motor vehicles (provided that such restriction shall not prohibit the lease of vehicles or equipment from the Lowe's Parcel in accordance with the limitations set forth in Section 2.2(D)(iv)).
- (xvi) A dry cleaning plant, central laundry or laundromat.
- (xvii) A hotel or motel.
- (xviii) Governmental offices.

(C) During the term of these ECC&Rs no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

- (i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).
- (ii) A massage parlor.
- (iii) A skating rink.
- (iv) A mortuary, crematorium or funeral home.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.

- (vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.
- (vii) A telephone call center.
- (viii) A gambling establishment, bingo parlor or betting parlor.
- (ix) Veterinary hospital or animal raising or keeping facilities.
- (x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 3.4 Exclusive Use Restriction for the Benefit of the Lowe's Parcel:

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used for the following purposes:

- (i) A hardware store or center containing more than 5,000 square feet of useable floor area.
- (ii) An appliance and/or lighting store or center containing more than 5,000 square feet of useable floor area.
- (iii) A nursery and/or lawn and garden store or center containing more than 3,000 square feet of useable floor area (including any outdoor areas).
- (iv) A paint, wall paper, tile, flooring, carpeting and/or home decor store or center containing more than 5,000 square feet of useable floor area.
- (v) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Sears Hardware and Appliances, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

(B) These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(iv) when such space exceeds the limitations of subparagraphs (A)(i) through (A)(iv).

(C) Notwithstanding any contrary provision contained herein, Tenant agrees that for so long as any (or all) of the following retailers operates its business as is currently customary and currently merchandized, as of the date of these ECC&Rs, the sale of the merchandise described in Subsections (A)(i) through (A)(iv) from the following businesses within the

Shopping Center is not prohibited: Fred Meyer, Inc., Wal-Mart, Wal-Mart Supercenter, Sam's, Costco, Kmart, Target, Target Greatland, Office Depot, Circuit City, Best Buy, Frye's or Kohl's.

(D) Notwithstanding anything to the contrary in Section 3.4, in the event a retail and/or warehouse home improvement center, lumber yard, building materials supply center, hardware store, lawn and garden store, appliance and/or lighting store, and/or paint, wall paper, tile, flooring, carpeting and/or home décor center is not operated in any portion of the Lowe's Parcel for a period in excess of two (2) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of Tenant), the above stated exclusives shall be of no further force and/or effect until such time as Tenant or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

Section 3.5 Proprietary Rights of Lowe's:

Any Party, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Companies, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center or the conduct of its business thereat are registered and/or the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel, which consent Lowe's may withhold in its sole discretion. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor.

ARTICLE IV
GENERAL CONSTRUCTION AND DEVELOPMENT

Section 4.1 Development Parameters:

(A) **Permissible Building Areas:** All Buildings must be constructed within a Permissible Building Area. No Building can exceed the Maximum Square Footage shown for each Permissible Building Area on the Site Plan. No building, structure or improvements (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area. The Permissible Building Areas and Maximum Square Footages as shown on the Site Plan cannot be changed without the prior written consents as required under Section 1.8 and Section 1.12, which changes shall be reflected in an amendment to these ECC&Rs.

(B) **Parking Requirements.** Each Outparcel shall be self-supporting with respect to parking and shall each contain not less than the number of spaces required by applicable law. Each separate legal parcel shall be self-supporting with respect to parking and shall contain not less than the greater of: (i) four and a half (4.5) paved automobile parking spaces (of such size as required under applicable law) for each 1,000 square feet of building floor area for any other permitted use, constructed thereon, or (ii) the number of parking spaces required by applicable law, whichever is greater. To be self-supporting, the parking spaces must be located on each such parcel so that parking spaces available on other Parcels or available through easements with other Parcels cannot be counted in meeting the requirements of this Section.

(C) **Fire Protection:** All improvements within the Shopping Center shall be constructed in compliance with all applicable federal, state, and local building codes and particularly all improvements within sixty (60) feet of the Building on the Lowe's Parcel shall be (i) sprinklered for fire protection and (ii) be of an allowable use and type of construction such that the Building on the Lowe's Parcel, for fire protection purposes, (A) may be constructed on the southern property line of the Lowe's Parcel, and (B) will maintain an unlimited area classification. There shall be sixty (60) feet of open space on which no buildings or improvements may be constructed around the Building on the Lowe's Parcel and the adjacent Building on the Developer Parcels (other than between such Buildings, which may be adjoining)

such that the Building on the Lowe's Parcel and any such adjacent buildings maintain an unlimited area classification for fire protection purposes.

(D) Condition Prior to Construction: After the Building on the Lowe's Parcel has initially opened for business, each Parcel shall be kept neat, orderly, planted in grass and trimmed (or improved as Common Area) until improved and constructed. As an alternative to grass, an Owner may apply a chemical coating dust control so long as the surface integrity is maintained.

(E) Development Other Than Retail: Article III permits the use of the Developer Parcels for certain purposes other than retail. The Owner of the Developer Parcels agrees that it may not use any of the Developer Parcels for any such permitted non-retail use if such use will cause any increase in the parking required on the Lowe's Parcel under Applicable Laws or will cause any material increase in amount of customer parking on the Lowe's Parcel, in each case beyond what would be the case if such use were for retail purposes.

Section 4.2 Building Design:

(A) Harmony. All structures (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Parties shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, subject to the following:

(i) Tenant may construct improvements similar to its current prototypical store building and improvements (subject to the provisions of the Lease as between Tenant and its landlord). Specifically, the initial design and appearance of the Buildings and Improvements on the Lowe's Parcel and any changes to the Buildings and Improvements on the Lowe's Parcel that Tenant may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores do not require the consent of any other Party (except as may be required under the Lease as between Tenant and its landlord).

(ii) In the event that any Owner or tenant of any portion of any Developer Parcel is either (a) a business listed in Section 3.4(C) or (b) a business that is part of a national or regional chain with at least twenty five (25) stores then open, such business may construct improvements similar to its current prototypical store building and improvements (subject to the provisions of the lease as between such tenant and its landlord). Specifically, the initial design

and appearance of the Buildings and Improvements on such Developer Parcel and any changes to the Buildings and Improvements on such Developer Parcel that such Owner or such tenant may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores do not require the consent of any other Party (except as may be required under the lease as between such tenant and its landlord).

(B) Building Height. All Buildings in the Shopping Center shall be single story.

(C) Approvals. Except as provided in Section 4.2(A), no buildings or structures shall be erected or allowed to remain on any Parcel unless the Owner of such Parcel shall have delivered to each Consenting Party color exterior elevations of all sides of such building (including dimensions) and a site plan showing the location of such building (collectively, the "Plans"), together with a submittal letter certifying that the Plans are consistent with the requirements of these ECC&R's (the "Submittal Letter"). All improvements shall comply with the Plans as submitted unless a new Submittal Letter is delivered to the Consenting Parties as provided above. The right to make inspections necessary to assure compliance is reserved to the Consenting Parties. After initial construction of Buildings and other Improvements, except as provided in Section 4.2(A), no Party shall make alterations that will substantially change the exterior of its Buildings without delivering a new Submittal Letter to the Consenting Parties.

(D) Construction Timing. Weather permitting, all paving and landscaping will be finished upon completion of the Building, but in no event shall it be installed later than ninety (90) days after the Building is occupied. Subject to force majeure, total construction time from pouring footings to the completion of the Building ready for occupancy shall not exceed one (1) year.

Section 4.3. Signs:

(A) There shall be a pylon sign ("Center Pylon Sign No. 1") located in the location shown on the Site Plan as "Center Pylon Sign No. 1" and a monument sign ("Center Monument Sign") located in the location shown on the Site Plan as "Center Monument Sign." The design of Center Pylon Sign No. 1 and the Center Monument Sign shall be consistent with the designs set forth in Exhibit D to these ECC&Rs (the "Sign Package"). Tenant shall have the right to display its panel on both sides of the top, first and most prominent position of the each of Center Pylon Sign No. 1 and the Center Monument Sign, as shown in the Sign Package ("Tenant's Sign

Panel"). There may be one, two, three or four panels on each of Center Pylon Sign No. 1 and the Center Monument Sign under the Tenant's Sign Panel, provided that the total area of all such panels shall not exceed fifty eight (58) square feet (in the case of Center Pylon Sign No. 1) and forty (40) square feet (in the case of the Center Monument Sign) and in no event shall any single panel be of a size that is larger than seventy five percent (75%) of the size of the Tenant's Sign Panel. The Consenting Party for the Developer Parcels shall have the right to assign such panels below the Tenant's Sign Panels to any owner, tenant or occupant in the Shopping Center so long as such panels shall only be for the businesses within the Shopping Center. Tenant's Sign Panels shall be of colors, design and content as required by Tenant's own visual sign standards. Tenant shall maintain each of Center Pylon Sign No. 1 and the Center Monument Sign in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs and expenses so incurred by Tenant with respect to Center Pylon Sign No. 1 and the Center Monument Sign (including without limitation utilities) shall be reimbursed to Tenant by the Consenting Party for the Developer Parcels in accordance with its pro rata share of such costs and expenses, which, for the purposes of this subsection (A) only, shall be a fraction, the numerator of which is the area of the sign panels on Center Pylon Sign No. 1 and the Center Monument Sign, as the case may be, used as directed by the Consenting Party for the Developer Parcels and the denominator of which shall be the area of all sign panels on such Sign. Tenant may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to the Consenting Party for the Developer Parcels showing in reasonable detail such costs and expenses, and the Consenting Party for the Developer Parcels shall pay (or cause to be paid) such amount within thirty (30) days after receipt. The Consenting Party for the Developer Parcels shall maintain (or cause to be maintained) its own sign panels on Center Pylon Sign No. 1 and the Center Monument Sign.

(B) If the Developer desires to display a sign panel on the Center Pylon Sign No. 1 or the Center Monument Sign, it shall make its request in writing to Tenant with a copy of the sign plans. Tenant shall then have twenty (20) days from receipt of the notice to object to the proposed sign. If Tenant does not object within the twenty (20) day period, then the proposed sign shall be conclusively deemed approved. Consents under this section shall not be unreasonably withheld, conditioned or delayed so long as it is consistent with the Sign Package.

(C) If permitted by the City of Kent, there may be a pylon sign ("Center Pylon Sign No. 2") located in the location shown on the Site Plan attached as Exhibit A-3 as "Center Pylon Sign No. 2." The design of Center Pylon Sign No. 2 shall be consistent with the designs set forth in the Sign Package. The Consenting Party for the Developer Parcels shall have the right to display its panel on both sides of the top, first and most prominent position of the Center Pylon Sign No. 2 as shown in the Sign Package ("Developer's Sign Panel"). There may be one, two, three or four panels on Center Pylon Sign No. 2 under the Developer's Sign Panel, provided that the total area of all such panels shall not exceed fifty eight (58) square feet. Tenant shall have the right to use the top panel directly below (second position) the Developer's Sign Panel, which panel shall be the same size as the largest panel on Center Pylon No. 1 used by Developer. Tenant's sign panel shall be of colors, design and content as required by Tenant's own visual sign standards. The Consenting Party for the Developer Parcels shall maintain Center Pylon Sign No. 2 in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs and expenses so incurred by the Consenting Owner for the Developer Parcels with respect to Center Pylon Sign No. 2 (including without limitation utilities) shall be reimbursed to the Consenting Party for the Developer Parcels by Tenant in accordance with its pro rata share of such costs and expenses, which, for the purposes of this subsection (C) only, shall be a fraction, the numerator of which is the area of the sign panels on Center Pylon Sign No. 2 used by Tenant and the denominator of which shall be the area of all sign panels on such Sign. The Consenting Party for the Developer Parcels may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to Tenant showing in reasonable detail such costs and expenses, and Tenant shall pay such amount within thirty (30) days after receipt. Tenant shall maintain its own sign panels on the Center Pylon Sign No. 2.

(D) If Developer elects to construct it, Developer shall be responsible for the construction of Center Pylon Sign No. 2. Following the completion of such construction, in the event Tenant desires to have panels below the Developer's Panels, Developer shall submit to Tenant an invoice for an amount equal to Tenant's prorata share of the actual, out of pocket costs incurred by Developer in connection with such construction, together with reasonable backup of such costs, such share to be a fraction, the numerator of which is the area of the sign panels on

Center Pylon Sign No. 2 to be used by Tenant and the denominator of which shall be the area of all sign panels on such Sign. Tenant shall pay such amount within thirty (30) days of receipt thereof.

(E) Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height.

Section 4.4 Outparcel Development:

Any Outparcel sold or developed within Shopping Center will only be developed under the following guidelines:

(A) Any rooftop equipment (other than satellite dishes to be used by the tenant operating in the Building on such Outparcel) installed on any Outparcel shall be screened in a manner so that pedestrians within the Shopping Center cannot see such equipment.

(B) No rooftop signs shall be erected on any building constructed on any Outparcel.

(C) Any party purchasing or leasing from Developer and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the Utility Facilities, as described in Section 2.3 of these ECC&Rs, serving the Properties and the Outparcel which is caused by such party, to the extent the Outparcel benefits from any of the Utility Facilities serving the Shopping Center and the Outparcel.

(D) The Buildings on the Outparcels shall not exceed twenty four (24) feet, except that architectural features may extend an additional four (4) feet, provided that such architectural features do not extend in length beyond twenty percent (20%) of the length of the fascia on such building. All heights are measured from the finished elevation of the parking area adjacent to such building.

Section 4.5 Performance of Construction Work Generally:

All construction, alteration or repair work ("Work") undertaken by a Party after the Building on the Lowe's Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such Work shall: (i) pay all costs and expenses associated with such Work; (ii) take necessary measures to minimize disruption and inconvenience caused by such Work; (iii) make adequate provisions for the safety and convenience of the Parties and their Permittees; (iv) control dust, noise and other effects of such

work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such Work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such Work; (vii) indemnify and hold harmless all other Parties in the Shopping Center against any mechanics liens for such Work, particularly as to Common Areas; and (viii) obtain all necessary governmental approvals. Such Work shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets. The party performing such Work shall limit all construction work and staging areas to its own Parcel and not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. For construction purposes, the Common Areas on a Parcel (other than the Shared Entranceway) may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such Work (subject to Section 2.5) and (b) temporary storage and parking on the constructing Party's Parcel of materials and vehicles in connection with such Work.

Section 4.6 Compliance in Construction:

All work which a Party undertakes pursuant to this Declaration shall comply with the Plans, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all license and permits required for such Work. The consent by Tenant to any such Work or Plans, under any provisions of these ECC&Rs, shall not constitute any assumption of responsibility for the accuracy, sufficiency or propriety of such Work or Plans, nor shall such consent constitute a representation or warranty that such Work or Plans will be economic to construct or will comply with law.

Section 4.7 Damage and Destruction:

In the event of the destruction or damage to any extent to any Buildings or Improvements in the Shopping Center, the affected Party shall either: (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) if the Party decides not to repair or rebuild, within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel neat, orderly, planted in grass and

mowed/trimmed (or otherwise treated for dust and weed control) until subsequently improved, constructed upon and operated and so that the Parcel is in a clean, orderly, sightly and safe condition (provided that such Party repairs and restores any No Change Area on such Party's property). The provisions of this Section 4.7 shall not, as between Tenant and its landlord with respect to the Lowe's Parcel, supercede any contrary provisions of the Lease.

Section 4.8 Temporary Slope Easement:

Until such time as Developer completes the final paving of the Common Area on the Developer Parcel south of the Shared Entranceway, Developer hereby grants to Tenant a slope easement to maintain the grade change between the Shared Entranceway and such Common Area created in connection with the construction of the Shared Entranceway.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance:

Except as otherwise provided in Sections (A) and (B) below, each Party hereto shall maintain the Building(s) and the Common Areas on its Parcel in good condition and repair, including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary (but in no event more often than once every six (6) years), maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair of lighting standards and signs. Each Party covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel shall be of such a character that their appearance will be that of a unified Shopping Center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

(A) Shared Entranceway: Notwithstanding the obligation of each Party to maintain the Common Areas on such Party's Parcel, Tenant shall, at all times, keep the entrance marked "Shared Entranceway" on the Site Plan (the "Shared Entranceway") in good repair, maintenance and clean condition, suitably paved and marked for parking and traffic flow (but in no event shall Tenant be obligated to repave more than once every six (s) years), free of refuse and obstruction and properly drained and cleared of snow. Commencing as of the date that a certificate of occupancy is issued for the first building constructed on the balance of the Shopping Center, the Consenting Party for the Developer Parcels agrees to reimburse Tenant a percentage of the costs incurred by Tenant in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Maximum Square Footages shown for the Permissible Building Areas contained within the Shopping Center other than the Lowe's Premises by the square footage of all Maximum Square Footages for all Permissible Building Areas contained within the entire Shopping Center. Tenant shall submit an invoice from time to time (not more frequently than monthly) to the Consenting Party for the Developer Parcels showing in reasonable detail the amounts covered by such invoice. Tenant may calculate such costs by multiplying the costs incurred by Tenant in connection with the maintenance of the other Common Areas within the Lowe's Parcel (on a square footage or other per unit basis) by the square footage (or number of applicable units) within the Shared Entranceway.

(B) Stormwater Management Area: Notwithstanding the obligation of each Party to maintain the Common Areas on such Party's Parcel, Developer shall, at all times, keep the Stormwater Management Area in good operational condition, including without limitation maintaining the rip rap, cleaning up litter and garbage and removing sediments from time to time as is necessary for the system to operate properly. The Consenting Party for the Lowe's Parcel agrees to reimburse Developer a percentage of the costs incurred by Developer in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Lowe's Parcel by the square footage of the entire Shopping Center, other than the Storm Water Management Area (the "Lowe's Parcel Maintenance Share"). Developer shall submit an invoice from time to time (not more frequently than quarterly) to the Consenting Party for the Lowe's Parcel showing in reasonable detail the amounts covered by such invoice. Once a year after property taxes for the Developer Parcels have been paid, such invoice may include an amount

with respect to property taxes applicable to the Stormwater Management Area, which amount shall be calculated by multiplying the land component (exclusive of improvements) of property taxes for the Developer Parcels by a percentage calculated by dividing the square footage of the Stormwater Management Area by the square footage of the Developer Parcels, and then multiplying that amount by the Lowe's Parcel Maintenance Share. Developer may include in its invoices a ten percent (10%) administrative charge for any costs paid to third parties in connection with its performance of its obligation to maintain the Stormwater Management Area (other than with respect to payment of property taxes).

(C) Lighting: Each Party shall cause the Common Area on its Parcel to be adequately lit for at least the hours during which the business on the Lowe's Parcel is open for business and for one-hour thereafter; provided, however, the Common Area on the Developer Parcels do not need to be lit until such time as a Building thereon opens for business to the public.

Section 5.2 Failure in Performing Maintenance Responsibilities:

In the event that a Party fails or defaults in its maintenance obligations as set forth in Section 5.1, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach under the ECC&RS and either Consenting Party (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Party's other remedies. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have fifteen (15) days to pay the Curing Party after receipt of the invoice. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid.

Section 5.3 Taxes:

The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these ECC&Rs and either Consenting Party (the "Curing Party") may, in addition to such Parties' other remedies, thereafter pay such taxes if such

taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have ten (10) business days after receipt of the invoice to pay the Curing Party. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid.

Section 5.4 Insurance:

(A) **Insurance Coverage:** Each Party shall at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon and by any contractor during any construction activity on such Party's Parcel, at least the minimum insurance coverage set forth below:

(i) Worker's Compensation and Employer's Liability Insurance.

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.

(ii) Commercial General Liability insurance with the following minimum limits of liability and coverages:

(a) Premises and Operations;

(b) Products and Completed Operations;

(c) Contractual Liability (insuring the indemnity obligations assumed by any contractor working on an Party's Parcel under contract documents);

(d) Broad Form Property Damage, including Explosion, Collapse and Underground Hazards, for the full replacement cost of Buildings and Improvements on an Party's Parcel (including Completed Operations):

(1) \$2,000,000 for Bodily Injury and Property Damage each occurrence;

(2) \$3,000,000 for Personal and Advertising Injury Liability;

(3) \$5,000,000 aggregate for Products and Completed Operations;

(4) \$5,000,000 general aggregate.

(e) Automobile Liability Insurance. Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

(f) Umbrella/Excess Liability Insurance. Each Party shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.

(B) Insurance Coverage: The policies of insurance as required in Section 5.5(A) shall be provided by insurance companies licensed in the State of Washington, shall name every other Party in the Shopping Center as an additional insured, and shall provide that such insurance shall not be canceled or reduced in an amount or coverage below the requirements of these ECC&Rs without at least thirty (30) days prior written notice to the additional insureds. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Party, provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$10,000,000.00, then such insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$10,000,000.00, (iii) a plan of self-insurance, provided that such Party or its parent has \$100,000,000.00 or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent of any deductible carried by an Party, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$250,000.00 unless (a) such Party complies with the requirements regarding self-insurance pursuant to (iii) above or (b) such Party or its parent maintains net current assets in excess of \$100,000,000.00. Each Party agrees to furnish to any party requesting in writing the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such party is in full force and effect.

Section 5.5 Failure to Carry Insurance:

In the event a Party fails to maintain the insurance described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these ECC&Rs and either Consenting Party (the "Curing Party") may, in addition to such Parties'

other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then invoice the defaulting Party for the expenses incurred. The defaulting Party shall have fifteen (15) days after receipt of the invoice to pay the Curing Party. If the defaulting Party does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Party for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid.

Section 5.6 Cross Indemnity:

To the extent not covered by the insurance policies described above, each Party (the "Indemnitor") will pay, and indemnify and save harmless the other Party (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees, except to the extent that such causes of action, suits, claims, demands or judgments arise out of the negligence or intentional misconduct of the Indemnitee.

Section 5.7 Waiver of Subrogation:

Each Party (the "Releasor") hereby releases the other Party (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

Section 5.8 Terms of Lease:

During the term of the Lease, the provisions with respect to insurance, indemnification and rights of subrogation therein shall govern as between Tenant and Developer; provided, however, that in

the event that Landlord under the Lease does not own the Developer Parcels (other than the Outparcels), the provisions with respect to such matters herein govern.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.1 Default:

The occurrence of any one or more of the following events shall constitute a breach of these ECC&Rs by the non-performing party (the "defaulting Party"):

(A) The failure to perform any obligation of Article V hereof and to cure such failure within the time requirements cited therein which shall be a breach under these ECC&Rs without necessity of any further notice to the defaulting party other than as provided for in Article V;

(B) The failure to make any payment required to be made hereunder within ten (10) business days of the due date which shall be a breach under these ECC&Rs without necessity of any notice to the defaulting party, or

(C) The failure to observe or perform any other of the covenants, conditions or obligations of these ECC&Rs or to abide by the restrictions and requirements herein provided, other than as described in (A) above, which shall be a breach under these ECC&Rs after expiration of thirty (30) days after the issuance of a notice by a non-defaulting party ("Non-Defaulting Party") specifying the nature of the default claimed.

Section 6.2 Remedies for all Parties:

Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Party or any other person for breach of any easement or restriction benefiting such non-defaulting Party. Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any such easements or restrictions. No Permittee shall have the right to bring any action to enforce any provision of these ECC&Rs and no enforcing Party shall have the obligation to join any Permittee in any action to enforce these ECC&Rs.

Section 6.3 Right to Cure:

With respect to any default under Section 6.1, any Non-Defaulting Party who is a Consenting Party (the "Curing Party") shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense

of the defaulting Party (except as otherwise limited in Article V); provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Curing Party shall have the right to enter upon the Parcel of the defaulting party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Party. Each Party shall be responsible for the non-performance or default of its Occupants and lessees. In the event any Curing Party shall cure a default, the defaulting Party shall reimburse the Curing Party for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made. In addition, Tenant shall have the right to offset against Rent under the Lease any amounts in expended as a Curing Party.

Section 6.4 Liens:

Costs and expenses accruing and/or assessed pursuant to Section 6.3 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Owner's Parcel. A lien under this Section 6.4 or under Article V shall attach and take effect only upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Curing Party making the claim, and shall be subordinate to the lien of the mortgage or deed of trust in favor of the defaulting Owner's lender. The claim of lien shall include the following:

- (A) The name and address of the lien claimant;
- (B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Curing Party;
- (C) An identification by name and address (if known) of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed;
- (D) A description of the Parcel against which the lien is claimed;
- (E) A description of the work performed which has given rise to the claim of lien;

- (F) A statement itemizing the total amount due, including interest;
- (G) A statement that the lien is claimed pursuant to the provisions of these ECC&Rs, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.4 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located.

Section 6.5 Other Remedies for Consenting Parties:

Each Non-defaulting Party who is a Consenting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any provision contained in these ECC&Rs, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of such terms, covenants, or conditions of these ECC&Rs, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

Section 6.6 Cumulative Remedies:

All of the remedies permitted or available to a Consenting Party under these ECC&Rs or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.7 No Waiver:

No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under these ECC&Rs shall be effective or binding on such Party unless made

in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of these ECC&Rs shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in these ECC&Rs.

Section 6.8 No Termination for Breach:

No breach, whether or not material, of the provisions of these ECC&Rs shall entitle any Party to cancel, rescind or otherwise terminate these ECC&Rs, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of these ECC&Rs.

Section 6.9 Limitation of Liability:

Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by these ECC&Rs only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by these ECC&Rs only during the period such person is the fee or leasehold owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.9, the easements, covenants and restrictions in these ECC&Rs shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.10 Attorneys Fees:

In the event of a breach hereof, the non-prevailing Party shall pay the reasonable attorney's fees (and the reasonable attorneys' fees on appeal) of the prevailing Party.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Estoppel Certificates:

Each Party shall upon not less than thirty (30) days from receipt of written notice from the requesting Party execute and deliver to the requesting Party a certificate in recordable form stating that (i) either these ECC&Rs are unmodified and in full force and effect or are modified

(and stating the modification); and (ii) whether or not such Party has sent any notice of any default to any other Party under these ECC&Rs.

Section 7.2 Term and Perpetuity:

The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Parties, their heirs, executors, administrators, successors, successors-in-title, assigns until the expiration of sixty (60) years from the date hereof, unless terminated by the consent of all the Parties pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by these ECC&Rs or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land. Upon termination of the agreements, conditions, covenants and restrictions of these ECC&Rs, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of these ECC&Rs, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect.

Section 7.3 Amendment:

These ECC&Rs may not be amended except by agreement of the Consenting Parties in writing. Any amendment that would materially and substantially change the easements granted under Article 2, the uses permitted under Article 3, or the development requirements of Article 4 shall require the prior written consent of any Party reasonably likely to be materially adversely impacted by such amendment, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, subject to the provisions of the Lease, Tenant shall agree to an amendment to these ECC&R's to substitute for the Site Plan attached hereto as Exhibit A-1, one of the alternate site plans attached hereto as Exhibit A-2 or Exhibit A-3, provided that no changes shall be made to any of the site plans attached as Exhibits A-1 through A-3 without the prior written consent of Tenant, which Tenant may withhold in its sole discretion. In such event, the term "Site Plan" shall mean either the site plan attached as Exhibit A-2 or Exhibit A-3, as the case may be. In the event that Developer elects to substitute Exhibit

A-2, Outparcel shall mean only Outparcels 1 and 2 (and Outparcel 3 shall be deemed eliminated). Following such amendment, any changes to any Common Areas, Common Area Improvements, Common Utility Facilities and/or Separate Utility Facilities shall be done at the sole expense of Developer and so long as services to the Lowe's Parcel are neither interrupted nor otherwise adversely affected, as more particularly set forth in the that certain Site Development Agreement of even date herewith between Tenant and Developer (the "Site Development Agreement"). After these ECC&R's have been amended to substitute Exhibit A-2 as the Site Plan, Tenant shall agree to further amend these ECC&R's to substitute Exhibit A-3, subject to the provisions set forth in the Site Development Agreement.

Section 7.4 Notices:

Any notice or invoice required or permitted to be given under these ECC&Rs shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party):

Developer: Pacific Service Company, Inc.
120 N. Robertson Boulevard
Los Angeles, CA 90048-3102
Attention: Director of Development—Midway, WA

With a copy to: Pacific Service Company, Inc.
120 N. Robertson Boulevard
Los Angeles, CA 90048-3102
Attention: Legal Department—Midway, WA

With a copy to: Alston, Courtnage & Bassetti, LLP
1000 Second Avenue
Suite 3900
Seattle, WA 98104-1045
Attention: Michael S. Courtnage

Lowe's: Lowe's HIW, Inc.
Box 1111
(Highway 268 East, North Wilkesboro, North Carolina 28659)
North Wilkesboro, North Carolina 28656-0001
Attention: Property Management Dept. (REO)

Copy to: Lowe's HIW, Inc.
Box 1111
(Highway 268 East, North Wilkesboro, North Carolina 28659)
North Wilkesboro, North Carolina 28656-0001
Attention: Real Estate Legal Department (REO)

Section 7.5 Ground Lessee Assignment:

The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Party and such ground lessee or lessees.

Section 7.6 No Covenant to Continuously Operate:

Tenant is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Lowe's Parcel. Nothing contained in these ECC&Rs shall be construed, interpreted or otherwise read to require Tenant to operate a business on the Lowe's Parcel or to prevent Tenant from closing its business on the Lowe's Parcel.

Section 7.7 Severability:

In the event any provision or portion of these ECC&Rs is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.8 No Public Dedication:

Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.9 Counterparts:

These ECC&Rs may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.10 Relationship of the Parties:

Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Parties. It is understood that the relationship between the Parties hereto and Parties is an arms length one that shall at all times be and remain that of separate Owners or Tenants of real property. No Party shall have the right to act for or on behalf of another Party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party to be charged or bound, except as otherwise specifically provided herein.

Section 7.11 Condemnation:

In the event of a condemnation or a sale in lieu thereof concerning a portion or all of a Parcel, the award or purchase price paid for such taking shall be paid to the Party owning such Parcel; it being the intent of any other Party who might have an easement or other property interest or right under this Declaration in the Parcel so taken, to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Party shall have the right to seek an award or compensation for the loss of its easement right or property interest to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Party owning such Parcel. Notwithstanding the above, this Section 7.11 is not intended to alter any other agreement which may exist between the owner of the Parcel so taken and any person having an interest in said Parcel pursuant to other contractual relationships.

Section 7.12 Delays:

In any case where either Party hereto is required to do any act (other than make a payment of money), delays caused or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, or other causes beyond such Party's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time, or a "reasonable" period of time.

Section 7.13 Governing Law:

These ECC&R's shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered these
ECC&Rs as of the day and year first written above.

[Signatures Follow on Separate Pages]

Signature Page for Lowe's (ECC&Rs):

LOWE'S:
 TB
 Lowe's HIW, Inc.,
 a Washington corporation

Attest:

By: Kevin D. Bennett
 Name: Kevin D. Bennett
 Title: Assistant Secretary

By: David E. Shelton
 Name: David E. Shelton
 Title: Senior Vice President

KORE

STATE OF NORTH CAROLINA)
) ss.
 COUNTY OF WILKES)

ON THIS 14th day of September 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David E. Shelton, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Senior Vice President of LOWE'S HIW, INC., a Washington corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

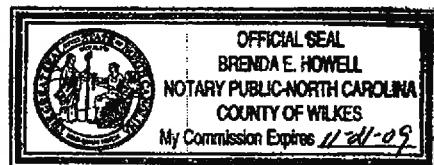
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public
 Printed Name:

Brenda E. Howell
Brenda E. Howell

My Commission Expires:

11-21-09



Signature Page for Developer (ECC&Rs):

DEVELOPER:
 Pacific Service Company, Inc.
 a Washington corporation

By: James D. Vandever
 Name: James D. Vandever
 Title: SECRETARY

STATE OF California)
) ss.
 COUNTY OF Los Angeles)

ON THIS 14th day of September, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James D. Vandever, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Secretary of Pacific Service, Inc., a Washington corporation and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

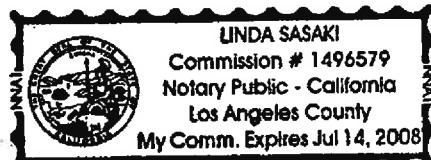
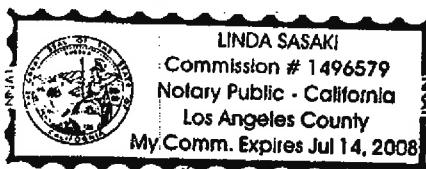
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

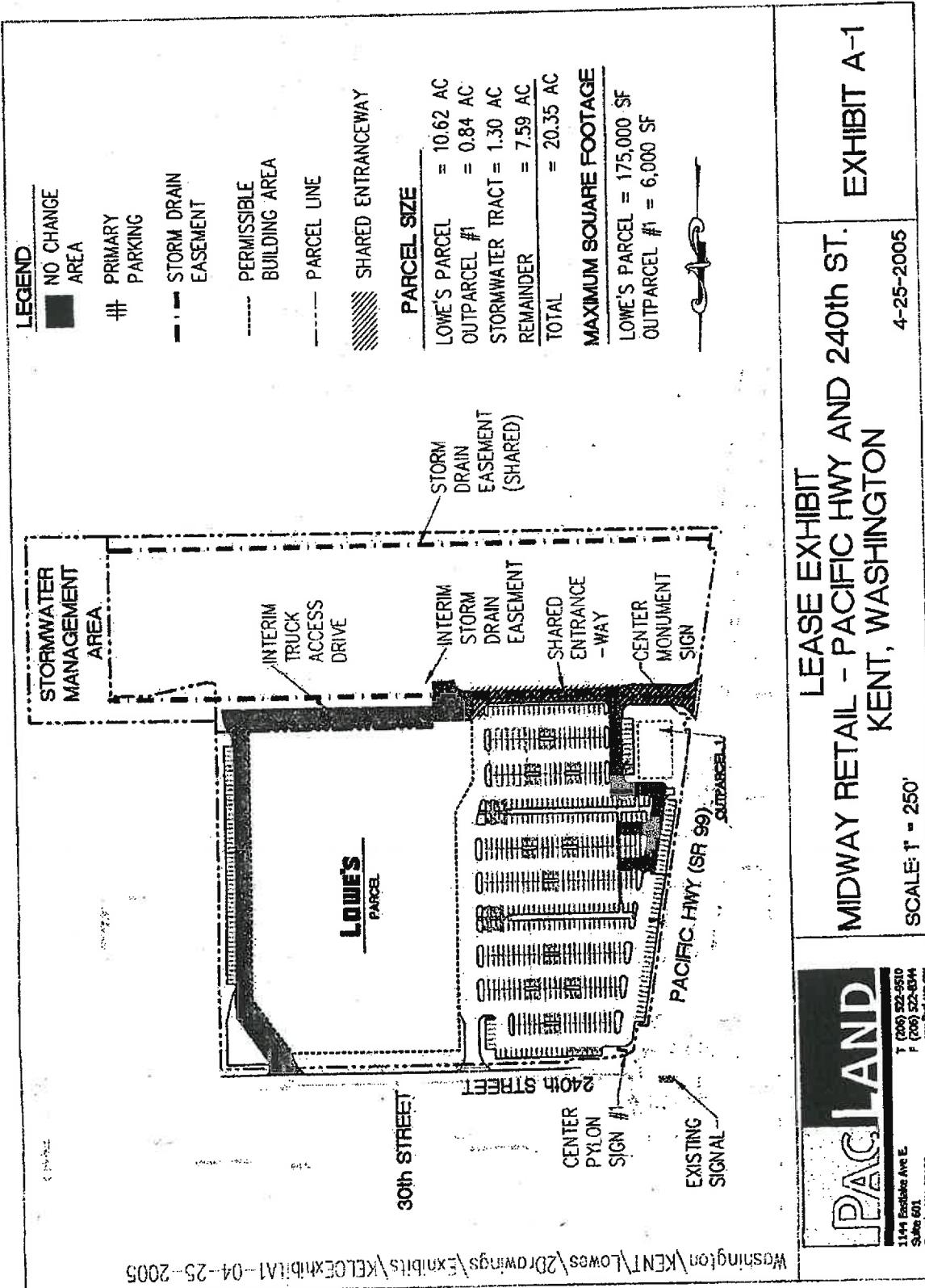
Notary Public
 Printed Name:

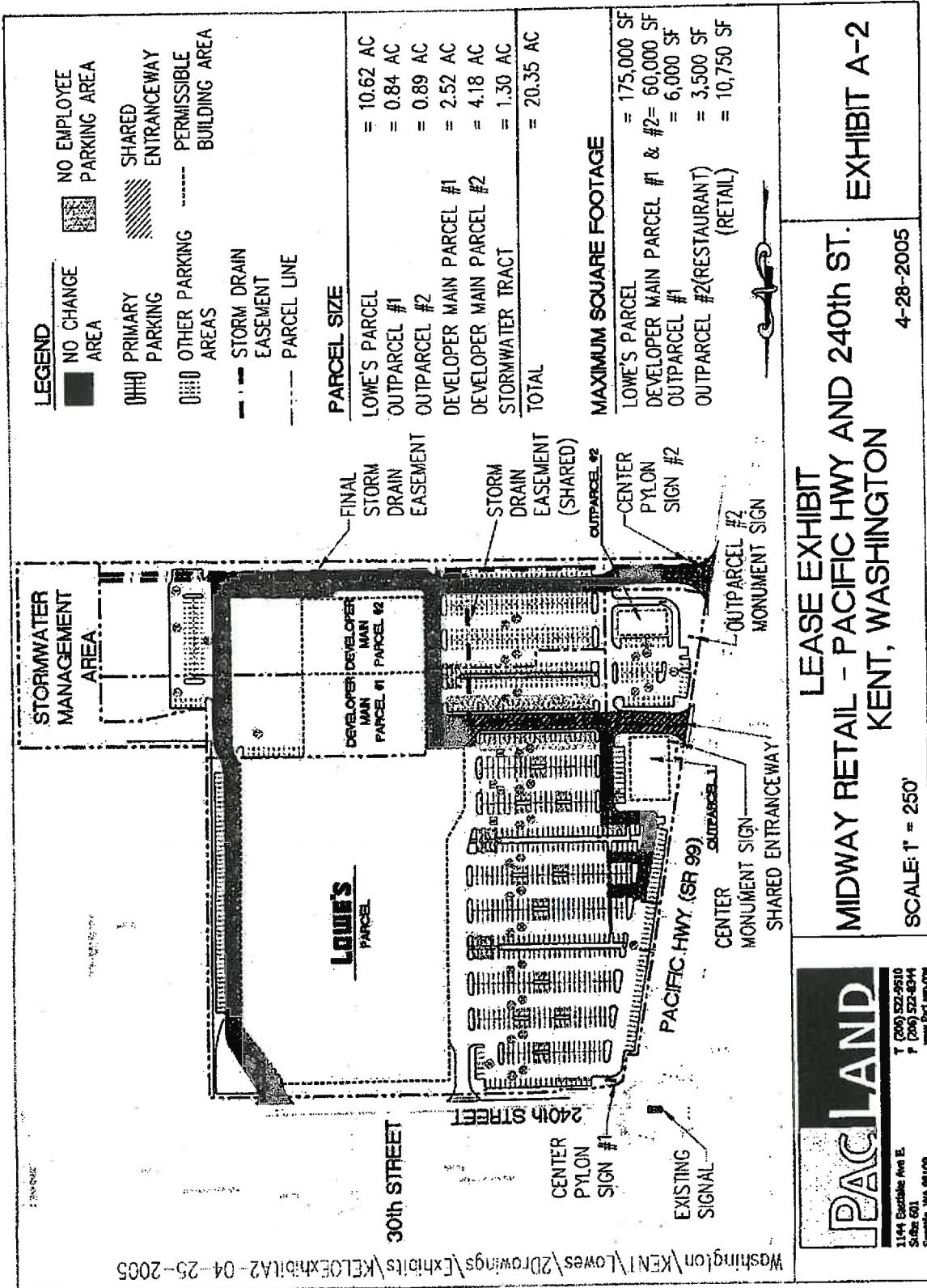
Linda Sasaki
LINDA SASAKI

My Commission Expires:

July 14, 2008







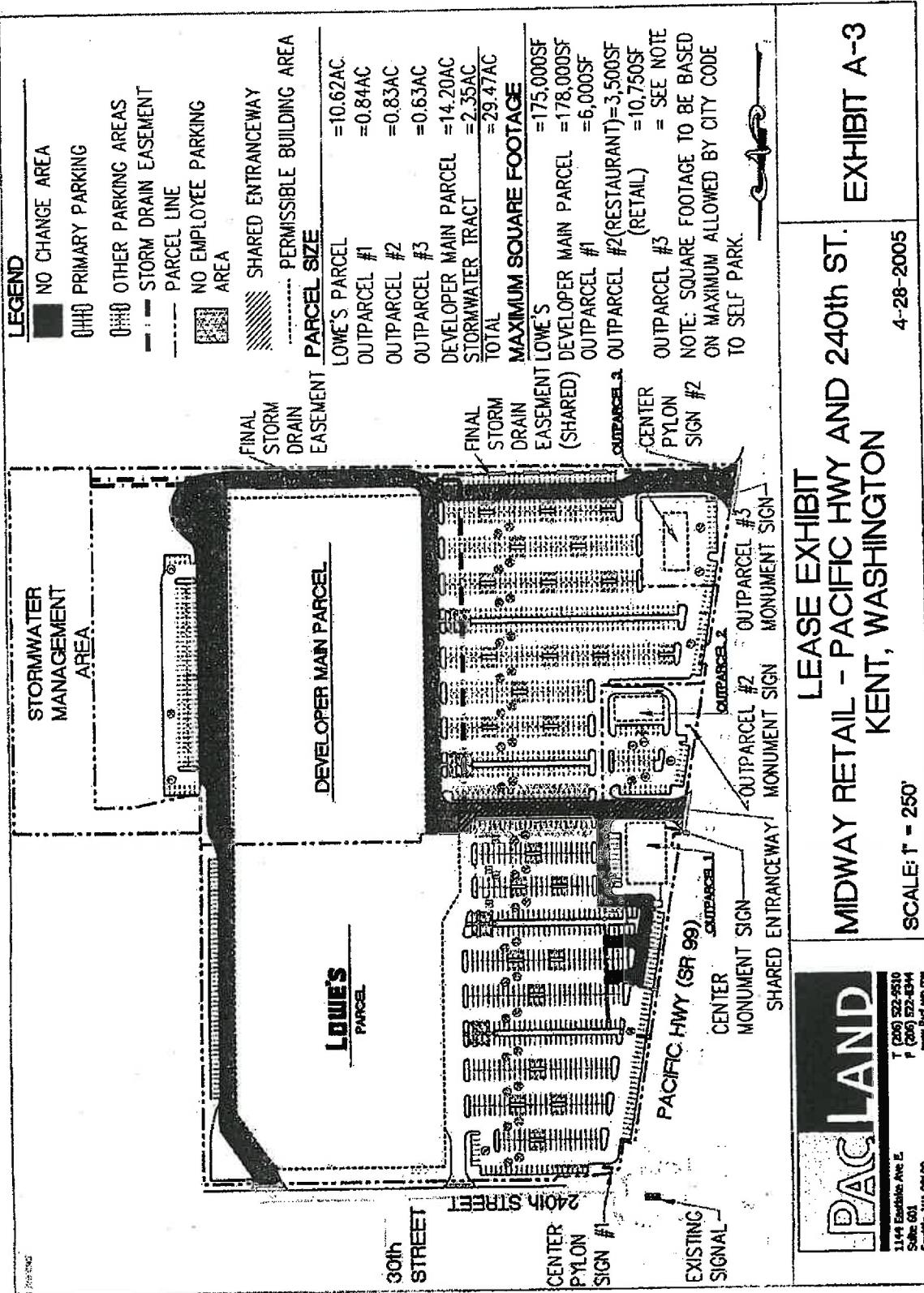


EXHIBIT BLegal Description of Lowe's ParcelParcel A:

That portion of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1);
EXCEPT the North 30 feet for South 240th Street.

Also, the West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the North 30 feet for South 240th Street;
AND EXCEPT that portion conveyed to the State of Washington for road purposes under recording No. 9602081412
AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington.

Parcel B:

That Portion of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1);
AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington

EXHIBIT CLegal Description of Developer ParcelParcel A:

That portion of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1); EXCEPT the North 30 feet for South 240th Street.

Also, the West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington; EXCEPT the North 30 feet for South 240th Street; AND EXCEPT that portion conveyed to the State of Washington for road purposes under recording No. 9602081412 AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington.

Parcel B:

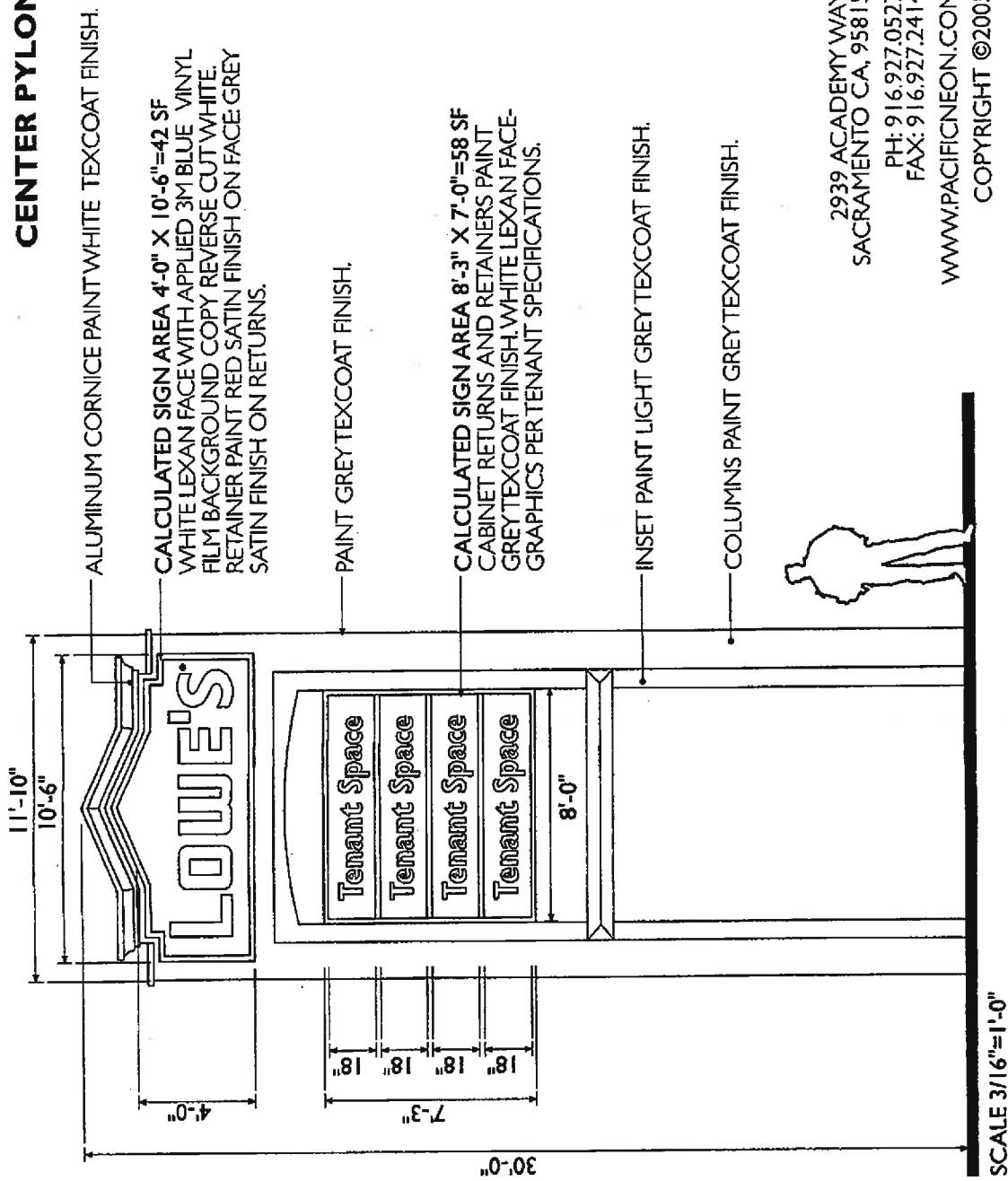
That Portion of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 4 East, W.M., in King County, Washington, lying East of the East margin of Pacific Highway South (State Road No. 1); AND EXCEPT that portion conveyed to the City of Kent for road purposes under recording No. 20050209001235.

Situate in the City of Kent, County of King, State of Washington

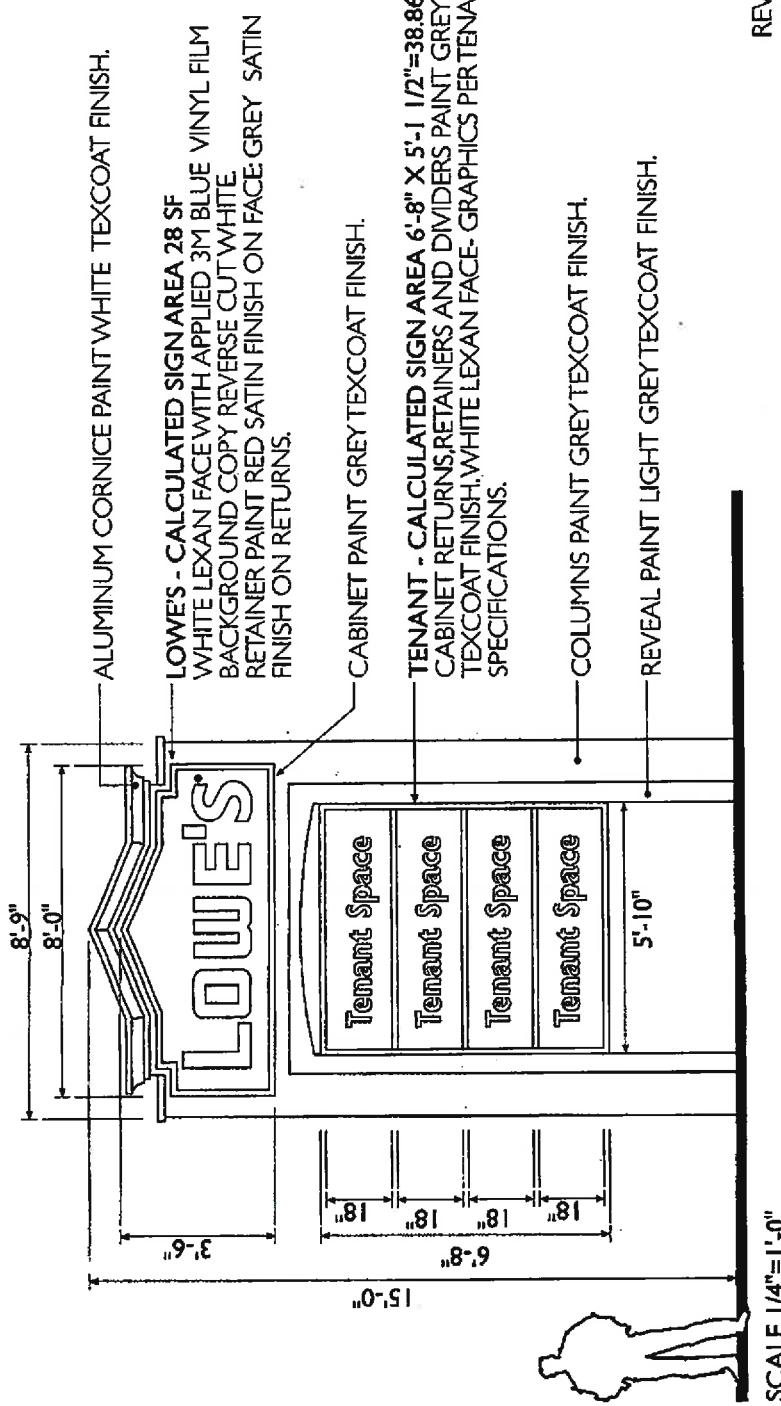
EXHIBIT D

Sign Package

CENTER PYLON SIGN NO. I



CENTER MONUMENT SIGN



REVISED 9/9/05

2939 ACADEMY WAY
SACRAMENTO CA 95815
PH: 916.927.0527
FAX: 916.927.2414
WWW.PACIFICNEON.COM
PACIFIC
NEON

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Recording Requested By and
When Recorded, Return To:

PACIFIC SERVICE COMPANY, INC.
120 North Robertson Boulevard, Third Floor
Los Angeles, California 90048
Attention: James D. Vandever



AMENDED AND RESTATED EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
BY AND BETWEEN
LOWE'S HOME CENTERS, LLC
AND
PACIFIC SERVICE COMPANY, INC.
FOR
MIDWAY CROSSINGS
IN
KENT, WASHINGTON

REFERENCE NUMBERS: 20050915002781 & 20060425001370

ABBREVIATED LEGAL DESCRIPTION: Parcels 1-5 & Tract A, Kent BSP-2006-04
Recording No 20070926000281

Complete description on page 51

TAX PARCEL NUMBERS: 551400-0010-06; 551400-0020-04; 551400-0030-02;
551400-0040-00; 551400-0050-07; 551400-0060-05

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AMENDED AND RESTATED EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
(Midway Crossings, Kent, WA)

THESE AMENDED AND RESTATED EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (these "Restated ECCRs"), are made and entered into as of September 1, 2016 (the "Effective Date"), by and between PACIFIC SERVICE COMPANY, INC., a Washington corporation ("Pacific") and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, as successor by merger to LOWE'S HIW, INC., a Washington corporation ("Lowe's") (collectively, the "Parties");

W I T N E S S E T H :

WHEREAS, Pacific is, as of the Effective Date, the fee owner of those certain parcels of real property located in the City of Kent, County of King, State of Washington, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (such parcels collectively with the improvements now or hereafter located thereon, the "Shopping Center"); and

WHEREAS, Pacific and LOWE'S HIW, Inc., a Washington corporation ("Lowe's HIW") previously entered into those certain Easements, Covenants, Conditions and Restrictions dated as of and recorded on September 15, 2005, in the Official Records of King County, Washington (the "Official Records") as Instrument No. 2005-0915002781, as subsequently amended by that certain First Amendment Easements, Covenants, Conditions and Restrictions dated as December 14, 2005 and recorded on April 25, 2006, in the Official Records as Instrument No. 2006-0425001370 (as so amended, the "Original ECCRs"), for purposes of creating certain reciprocal rights and obligations pertaining to the development and operation of the Shopping Center; and

WHEREAS, Pacific and Lowe's HIW previously entered into that certain Ground Lease dated as of September 15, 2005 (the "Original Ground Lease") pursuant to which Pacific demised to Lowe's, and Lowe's let from Pacific a portion of the Shopping Center (such portion, for purposes of these Restated ECCRs, the "Anchor Parcel"); and

WHEREAS, subsequent to the execution of the Original ECCRs and the Original Ground Lease, (i) the real property comprising the Shopping Center has been subdivided into legal parcels (as described on Exhibit A hereto); (ii) Lowe's has completed construction of certain improvements on the Anchor Parcel, (iii) Pacific has completed construction of certain improvements on another parcel of land comprising a portion of the Shopping Center (such parcel, for purposes of these Restated ECCRs, the "Outparcel"), and (iv) certain other parcels of land comprising a portion of the Shopping Center are yet

vacant and undeveloped as of the Effective Date (such parcels, for purposes of these Restated ECCRs, the "Ancillary Parcels"); and

WHEREAS, the Shopping Center, including certain improvements situated thereon as of the Effective Date, is depicted on that certain site plan attached hereto as Exhibit B and incorporated herein by this reference (the "Site Plan"); and

WHEREAS, in anticipation Pacific's contemplated sale of some or all of the parcels of real property comprising the Shopping Center, Pacific and Lowe's have agreed to amend and restate the Original Ground Lease and the Original ECCRs, each in their entirety; and

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend and restate the Original ECCRs in their entirety, effective as of the Execution Date, as follows:

BE IT KNOWN THAT Pacific and Lowe's hereby declare, agree, covenant and consent that all of the property described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on the Shopping Center to run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the property as an integrated shopping center, and to protect the value of such property. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1. "Anchor Parcel" shall mean Parcel 1 of the real property described on Exhibit A attached hereto, and marked as "Parcel 1" on the Site Plan.

Section 1.2. "Anchor Parcel Primary Parking Area" shall mean the parking spaces, driveways and footways on the Anchor Parcel shown as "Primary Parking Area" on the Site Plan.

Section 1.3. "Ancillary Parcels" shall mean, collectively, Parcel 2, Parcel 3, Parcel 4 and Tract A of the real property described on Exhibit A attached hereto, and marked with such parcel or tract numbers on the Site Plan.

Section 1.4. "Building" shall mean the permanently enclosed structure(s) which has (have) been, will be or may be constructed within the Permissible Building Areas of the Shopping Center, but shall not

include Common Area Improvements. For purposes of these Restated ECCRs, a "Building" shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

Section 1.5. "Common Area(s)" shall mean all real property in the Shopping Center reserved for the common use and enjoyment of the Parcel Owners and their respective Permittees, including, without limitation, parking areas, access and egress drives, service drives, sidewalks, retaining walls, and non-dedicated streets, including all portions of the Shopping Center not designated as Permissible Building Areas, and all portions of any Permissible Building Area upon which no Building is currently constructed. The Common Area shall also include the Stormwater Management Area. Common Areas do not include drive up or drive through areas and facilities, loading docks, patio areas, or permanent outdoor sales areas.

Section 1.6. "Common Area Improvement(s)" shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage.

Section 1.7. "Consenting Party" shall mean and refer to the Owner of any Parcel, and the "Consenting Parties" shall mean and refer collectively to all Parcel Owners; provided, however, that the Owner of the Outparcel and/or Parcel 4 shall each be a Consenting Party only if and to the extent that the issue, action or change requiring consent hereunder is reasonably likely to have a material adverse impact on the use and occupancy of the Outparcel, or Parcel 4, as the case may be, including, without limitation, on the visibility of or access to the Outparcel or Parcel 4.

Section 1.8. "Default Rate" shall mean the rate of interest that is the lesser of (i) the prime rate determined by Citibank, N.A., or its corporate successor, plus two percent (2%) and (ii) the maximum rate allowed by applicable law.

Section 1.9. "Improvement(s)" shall mean Building(s) and other structures within a Permissible Building Area, and Common Area Improvements.

Section 1.10. "Maximum Square Footage" shall mean and refer to the maximum square footage allowed for all Buildings contained within the applicable Permissible Building Area(s). The Maximum Square Footage for the Anchor Parcel shall be 175,000 square feet, the Maximum Square Footage for the Outparcel shall be 6,000 square feet, and the Maximum Square Footage for the Ancillary Parcels shall be 75,000 square feet; provided that such Maximum Square Footage for the Ancillary Parcels shall be reduced by one (1) square foot for each square foot of restaurant use (i.e., if there is a 3,500 square foot restaurant use on the Ancillary Parcels, the overall Maximum Square Footage of the

Ancillary Parcels shall be reduced to 71,500). Any change to the Maximum Square Footage articulated in the preceding sentence shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of any of the Consenting Parties, and any such change shall be reflected in an amendment to these Restated ECCRs.

Section 1.11. “No Change Area” shall mean those certain driveways and footways shown as the “No Change Area” on the Site Plan.

Section 1.12. “Outparcel” shall mean Parcel 5 of the real property described on Exhibit A attached hereto, and marked as “Parcel 5” on the Site Plan.

Section 1.13. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, but excluding those persons or entities having such interest merely as security for the performance of any obligation; provided, however, that as to the Anchor Parcel, for so long as the Restated Ground Lease shall remain in full force and effect, Lowe’s (or its successor-in-interest as tenant under the Restated Ground Lease) shall be deemed the sole Owner of the Anchor Parcel (notwithstanding that fee title to the Anchor Parcel may be owned by a person or entity other than Lowe’s or Lowe’s successor-in-interest as tenant under the Restated Ground Lease).

Section 1.14. “Parcel” shall mean and refer to each parcel of land described on Exhibit A and shown as a parcel on the Site Plan. For the avoidance of doubt, Tract A shall be deemed a “Parcel” for purposes of these Restated ECCRs.

Section 1.15. “Parcel 4” shall mean Parcel 4 of the real property described on Exhibit A attached hereto, and marked as “Parcel 4” on the Site Plan.

Section 1.16. “Permissible Building Area” shall mean those areas designated on the Site Plan as to the Anchor Parcel, the Outparcel and the Ancillary Parcels within which a Building(s) may be constructed, subject to the Maximum Square Footage and the other restrictions expressly set forth in these Restated ECCRs. Any change to the Permissible Building Areas of shown on the Site Plan shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties. Any such change to the Permissible Building Areas shall be effectuated by an amendment to these Restated ECCRs executed by all of the Consenting Parties.

Section 1.17. “Permittees” shall mean tenants, subtenants and the occupants, contractors, customers, agents, licensees, guests, and invitees of a Parcel Owner and its tenants (but shall not be deemed to refer to Lowe’s or its successor-in-interest as Tenant under the Restated Ground Lease).

Section 1.18. "Shared Entranceway" shall mean the area shown on the Site Plan as the "Shared Entranceway."

Section 1.19. "Stormwater Management Area" shall mean the area shown on the Site Plan as the "Stormwater Management Area" and the Utility Facilities for storm water (as defined in Section 2.1) located on within the Stormwater Management Area and within the area labeled "Storm Drain Easement" on the Site Plan.

Section 1.20. "Truck Access Easement" shall mean the area shown on the Site Plan labeled "Truck Access Easement."

ARTICLE II

EASEMENTS

Section 2.1Additional Definitions and Grant of Easements:

For the purposes of this Article II, the following will apply:

(A) A Parcel Owner granting an easement is called the "Grantor," it being intended that the grant shall thereby bind and include not only such Parcel Owner but also its successors and assigns.

(B) A Parcel Owner to whom the easement is granted is called the "Grantee," it being intended that the grant shall benefit and include not only such Parcel Owner but its successors, assigns, and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(C) The term "Utility Facilities" means utility systems and utility facilities serving the Shopping Center as of the Effective Date such as the following: storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of these Restated ECCRS and as replacements thereto.

(D) The term "Common Utility Facilities" means Utility Facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by all Parcel Owners and their Permittees, or for the service of the Common Area. All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements.

(E) The term "Separate Utility Facilities" means Utility Facilities not installed under the terms of these Restated ECCRs for use in common by other Parties and not for service of the Common Area.

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

(G) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(H) All easements granted herein shall be easements appurtenant and not easements in gross.

(I) If a Parcel Owner transfers or conveys a portion of its Parcel in accordance with the terms of these Restated ECCRS, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(J) All easements granted hereunder and herein shall exist by virtue of these Restated ECCRs, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable request of any Parcel Owner, the other Parcel Owners shall sign and acknowledge a document 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, if the form and substance of the document is approved by the other Parcel Owners, which approval shall not be unreasonably withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Parcel Owner to construct or maintain its Building(s) except as expressly provided in these Restated ECCRs.

Section 2.2 Easements for Use of Common Area.

(A) Grant of Easement: Each Parcel Owner hereby grants to each other Parcel Owner easements in the Common Area on its (Grantor's) Parcel(s) for:

- (i) ingress to and egress from the Grantee's Parcel(s);
- (ii) the passage of vehicles;
- (iii) the passage and accommodation of pedestrians; and

(iv) the doing of such other things as are expressly authorized or required to be done on the Common Area under these Restated ECCRs.

(B) Cross Parking: The Owners of the Outparcel and the Ancillary Parcels, and their respective tenants (such tenants, collectively, "Parcel Tenants") may allow their customers to make use of the Anchor Parcel Primary Parking Area, and the Owner of the Anchor Parcel and its tenants may allow their customers to make use of the parking areas within the Common Areas of the Shopping Center on the other Parcels, in each case subject to the following terms and conditions:

(i) The Owner of the Anchor Parcel shall cause its employees, agents, vendors, contractors, suppliers and other invitees (other than its customers or the customers of its Parcel Tenants) (such included parties, collectively for purposes of this Section 2.2 (B)(i), "Parcel Tenant Employees") to park only on the Anchor Parcel in such employee parking areas as the Anchor Parcel Owner shall reasonably designate, and not to park anywhere on the Outparcel or the Ancillary Parcels. The Owner of the Ancillary Parcels shall cause its Parcel Tenant Employees to park only on the Ancillary Parcels in such employee parking areas as the Ancillary Parcel Owner shall reasonably designate, and not to park anywhere on the Outparcel or the Anchor Parcel. The Owner of the Outparcel shall cause its Parcel Tenant Employees to park only on the Outparcel in such employee parking areas as the Outparcel Owner shall reasonably designate or elsewhere offsite entirely, and not to park anywhere on the Ancillary Parcels or the Anchor Parcel.

(ii) Each Parcel within the Shopping Center shall meet the minimum parking requirements set forth in Section 4.1(B) or Applicable Laws, whichever is greater. In determining whether or not any Parcel contains a sufficient number of parking spaces within such Parcel to satisfy the parking requirements set forth in Section 4.1(B) or under Applicable Laws, no portion of the parking area on any other Parcel shall be included; provided that, if a single Building is constructed across Parcels 2 and 3 of the Ancillary Parcels, such Parcels 2 and 3 shall be treated in the aggregate as a single Parcel for purposes of satisfying the minimum parking requirements hereunder.

(iii) It is acknowledged and agreed that the shared parking rights created pursuant to this Section 2.2(B) may reduce the minimum number of parking spaces required within a Parcel.

(iv) Each Owner hereby reserves the right to exclude or eject from the parking areas on the Common Areas on such Owner's Parcel, any vehicle which is not entitled to park on such Common Area.

(C) Design of the Common Areas:

(i) No Change Area: No change may be made to the Common Area and Common Area Improvements within the No Change Area without the prior written consent of the Consenting Parties, which each may withhold in its sole discretion.

(ii) Initial Common Area Improvements: The Common Area Improvements located anywhere on the Shopping Center as of the Effective Date are hereby deemed approved by the Consenting Parties.

(iii) Changes to Anchor Parcel. The Owner of the Anchor Parcel shall have the exclusive right, without the consent of any other Owner, to change the Common Area (including the Common Area Improvements and Common Utility Facilities) on the Anchor Parcel (other than those located within the No Change Area) as the Owner of the Anchor Parcel sees fit in its sole discretion; provided that such changes: (a) do not reduce the minimum parking ratios from the Required Parking Ratio (as such term is defined in Section 4.1(B)); (b) do not adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center; (c) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center; and/or (d) do not adversely affect the location of the Anchor Pylon Sign or the right of the Owner(s) of the other Parcels to place the sign panels on the Anchor Pylon Sign in accordance with Section 4.3 below. The Owner of the Anchor Parcel may not make any changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Parties, such consent not to be unreasonably withheld.

(iv) Changes on Outparcel or Ancillary Parcels after Initial Development. The Owner(s) of the Outparcel and/or the Ancillary Parcels may make changes to any portion of the Common Area (including the Common Area Improvements and Common Utility Facilities) located on such Parcels (other than those located in any No Change Area) as the applicable Parcel Owner sees fit in such Parcel Owner's sole discretion; provided that such changes: (a) do not reduce the minimum parking ratios from those provided for in Section 4.1(B) below; (b) do not alter or adversely impact the flow or circulation of vehicles or pedestrians within the Shopping Center; (c) do not alter the location of any sign on which the Owner of the Anchor Parcel is entitled to display a sign panel; and (d) do not alter any Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center. The Owner(s) of the Outparcel and/or the Ancillary Parcels may not make any changes to the Common Area Improvements or Common Utility Facilities that materially affect the balance of the Shopping Center without the consent of the other Consenting Party, such consent not to be unreasonably withheld.

(v) Plans. At least ten (10) days before any Owner makes any changes contemplated in Subsection (iii) or (iv) above, such Owner shall deliver to the Consenting Parties plans showing in reasonable detail the nature of such changes.

(vi) Drive-Throughs. There shall be no drive-through windows or lanes of traffic installed within or adjacent to the Outparcel unless approved in writing by the Consenting Parties, which approval may be withheld in each Consenting Party's sole discretion. There may be drive-through windows or lanes of traffic located in the balance of the Shopping Center so long as such drive-through facilities provide that the stacking area is not in a No Change Area.

(vii) Commencement. Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays: Notwithstanding the grant of easements under Section 2.2(A), sales and displays may be located within the Common Area but only as follows:

(i) Tenants of any Parcel within the Shopping Center shall be permitted to conduct sales or other activities within the parking fields in the Common Area located on the Parcel to which the tenancy relates so long as such sales do not unreasonably interfere with vehicular and pedestrian traffic to and from the Anchor Parcel and the other Parcels, and so long as the Common Area used for such purposes are kept in a neat, clean and orderly condition.

(ii) Tenants of any Parcel within the Shopping Center shall have the right to display merchandise and conduct sales on the sidewalk adjoining such tenant's premises, which area is referred to herein as the "Sidewalk Sales Area"; provided, however, that any such Sidewalk Sales Area shall be maintained in a neat, clean and orderly condition and provided further that the five feet (5') of the sidewalk adjacent to the parking areas in front of any store Building(s) shall be maintained reasonably free and clear of any merchandise to assure passage to and from the Anchor Parcel and the other Buildings within the Shopping Center. No tenant of any Parcel within the Shopping Center shall be permitted to install and maintain kiosk-type structure(s) within the Sidewalk Sales Area; provided, however, that the foregoing shall not prohibit the installation of an automated teller machine on the exterior wall of any store Building, or the operation of a hot dog stand or a moveable fast food cart on the sidewalk near the front door of any store Building, so long as such installations or operations, as the case may be, does not materially impact the flow of pedestrians (except as a result of people waiting to use such machine or to make a purchase from such stand or cart).

(iii) Tenants of any Parcel within the Shopping Center shall have the right, but not the obligation, to install and maintain kiosk type structure(s) (including an automated teller machine) within the parking fields in the Common Areas on the Parcel(s) occupied by such tenant(s) (other than in a No Change Area); provided, however, that the number of such structures which can be maintained within such parking fields on any Parcel may not exceed two (2).

(iv) The Owner of the Anchor Parcel may park up to five (5) vehicles or pieces of equipment in the parking field of the Anchor Parcel in connection with the leasing of vehicles and/or equipment.

(E) Easements for Access: Each Parcel Owner hereby grants to the other Parcel Owner(s) easements for pedestrian and vehicular traffic in the No Change Area (not less than the widths therefor shown on the Site Plan) on such granting Owner's Parcel for the purpose of providing ingress to and egress from the Grantor's Parcel and each of 240th Street and Pacific Highway (SR 99), in each case together with the following rights and subject to the following restrictions and reservations:

(i) The use of such easements in the No Change Area by any person entitled to the use thereof shall be in common with all other such persons, and such easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2.2(F) herein, Grantors of such easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the No Change Area, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein.

(F) General Provisions for Common Area Easements:

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Parcel Owners of the rights and easements created by this Article II. In addition, each Parcel Owner may temporarily (A) close or block traffic on its Parcel(s) for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties and (B) fence off portions of its Parcel(s) as reasonably required for the purpose of repair, construction and reconstruction; provided, however, that prior to closing off any

portion of the Common Area, as herein provided, such Parcel Owner shall give not less than fifteen (15) days prior written notice to each other Parcel Owner of its intention to do so and shall attempt to coordinate such closing with each other Parcel Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; provided, further, that such period shall be reduced as reasonably necessary in the event that any emergency repairs are needed.

(ii) The easements granted under this Section 2.2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under these Restated ECCRs, specifically including those portions of the Common Area shown on the Site Plan.

(iii) Each Parcel Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same.

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in these Restated ECCRs.

Section 2.3 Easements for Utility Facilities:

(A) **Grant of Easement:** Each Parcel Owner hereby grants to the other Parcel Owner(s) perpetual easements to its (Grantor's) Parcel(s), except within the Permissible Building Area on such Grantor's Parcel(s), for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel(s) of the Grantee.

(B) **Installation, Repair and Maintenance:**

(i) All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.3 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible.

(ii) The location of the Utility Facilities shall be subject to the prior written consent of the Parcel Owner across whose Parcel(s) the same are to be located, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to this grant of easement, as well as for all Separate Utility Facilities installed by the Grantee on its own Parcel(s). The Grantee of any easement for Common Utility Facilities shall be responsible for the installation, maintenance, repair and removal at Grantee's cost of all Common Utility Facilities installed by the Grantee pursuant to this grant of easement; such Grantee may

or may not be reimbursed by Owners pursuant to a separate agreement, provided, however, that nothing in these Restated ECCRs shall obligate the Owner of any Parcel(s) to pay for the costs of installing, maintaining, repairing or removing Common Utility Facilities on its Parcel(s) (other than relocation at Grantor's request pursuant to Section 2.3(E)).

(iv) Any installation, maintenance, repair, replacement, relocation and removal of Utility Facilities shall be performed by Grantee only after thirty (30) days prior written notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(v) All installation, maintenance, repair and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to the Grantor as may be practicable under the circumstances and any and all portions of the surface area of the Grantor's Parcel(s) which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of the Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vi) During any period of time when the Building on the Anchor Parcel is open for business to the public, no installation, repair or removal of Utility Facilities at the Shopping Center, except emergency repair work, shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 1st, or on any weekends.

(C) Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel(s) shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2.3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument:

- (i) The easement shall be non-exclusive;
- (ii) All Utility Facilities installed pursuant to the easement shall be underground, except for manholes and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans subject to the prior written consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed;
- (iii) The right to use the surface areas for the purposes allowed under these Restated ECCRs is reserved;

(iv) The Grantor reserves the right to require the Grantee to relocate its facilities (and vacate the easement) to another location on the Grantor's Parcel(s), subject to the conveyance of a similar easement, all at the Grantor's cost and expense;

(v) The Grantee shall not, in its use or installation, interfere with other installations and easements in the area;

(vi) The Grantee shall protect its Utility Facilities against uses of the surface made by the Grantor and others;

(vii) The Grantee shall make adequate provisions for the safety and convenience of all persons using the area;

(viii) The Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(ix) The Grantee shall defend, indemnify and hold harmless the Grantor against all loss, liability, and costs (including reasonable attorney's fees and reasonable attorneys' fees on appeal) which may result to the Grantor from the negligent or willful wrongful act or omission of, the Grantee's agents, employees and contractors; and

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

(D) Indemnification: Each Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), incurred in connection with such Grantee's use of the Utility Facilities easements under this Section 2.3, except to the extent occasioned by the Grantor's negligent or willful wrongful act or omission to act.

(E) Grantees' Rights as to Utility Facilities:

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such Separate Utility Facilities adequate to serve the Grantor's additional use shall be borne by such Grantor; and provided, further, that the Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2.3(E)(ii).

(ii) Relocation of Utility Facilities on Grantor's Parcel: Except during the period from November 15th through the following January 15th and the period from April 1st through July 1st, the

Grantor of any easement under this Section 2.3 may relocate on its Parcel(s) any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

- (a) may be performed only after the Grantor has given each Grantee not less than thirty (30) days' prior written notice of its intention to relocate such facilities;
- (b) shall not interfere with or diminish the utility services to any Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of such Grantee, and such Grantee has been so notified under Subsection 2.3(D)(ii)(a)). The Grantor shall promptly reimburse each Grantee for all costs, expenses and losses incurred by such Grantee as a result of such interferences or diminutions, or both;
- (c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;
- (d) shall cause such relocated Utility Facilities to be located underground, if reasonably possible; and
- (e) shall be performed without cost or expense to any Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to any Grantee are involved, in accordance with plans approved by such Grantee.

(iii) Limitation on Rights: Except as otherwise provided in Section 2.4, nothing herein shall be construed to grant to any Parcel Owner the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Parcel Owner's Parcel(s).

Section 2.4 Storm Drainage:

Each Parcel Owner hereby grants to the other Parcel Owners easements to use, maintain and repair any storm water drainage system within the Stormwater Management Area and within the Storm Drain Easement (together, the "Storm Drainage System") now or hereafter located on any Parcel, together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System; provided, however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All revisions or changes to the Storm Drainage Systems shall be subject to the prior written consent of the Consenting Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of any improvements substantially as shown on the Site Plan (including, without limitation, Buildings,

curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Consenting Parties and which does not cause water to settle or pool within another Parcel Owner's Parcel. The Owner of the Ancillary Parcels (at its sole cost) may re-locate that portion of the Storm Drain Easement located within the Ancillary Parcels as shown on the Site Plan (and the Utility Facilities located therein), so long as service to the Anchor Parcel is neither interrupted nor otherwise adversely affected.

Section 2.5 Construction Easements:

(A) Each Parcel Owner hereby grants to the other Parcel Owners temporary construction related easements in the Common Area of its (Grantor's) Parcel(s), and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel(s), but only prior to the commencement of construction by the Grantor of Improvements on its own (Grantor's) Parcel(s), for the purpose of facilitating the initial construction of any Grantee Improvements contemplated by these Restated ECCRs.

(B) With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by any Grantor(s), which approval shall not be unreasonably withheld, conditioned or delayed.

(C) The location and use of all temporary construction easements under this Section 2.5 shall be subject to the prior written consent of the Grantor(s), which consent shall not be unreasonably withheld, conditioned or delayed.

(D) Each Grantee agrees to pay to each Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by such Grantor which may arise on account of or due to the Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires a Grantee to enter upon the Parcel(s) of a Grantor, to first obtain the consent of such Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to such Grantor.

(E) Each Parcel Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Parcel Owner, and shall not materially interfere with or interrupt the business operations conducted by

any other Parcel Owner in the Shopping Center. Furthermore, all construction traffic to or from the any Parcels other than the Anchor Parcel will be limited to the use of the southernmost entrance to the Shopping Center (along Pacific Highway (SR 99), except that construction traffic from the Outparcel may use the adjoining entrance to Pacific Highway (SR 99) for access only (not for staging or parking) provided that such traffic does not cross the parking fields or drive aisles on the Anchor Parcel and does not unreasonably interfere with the free flow of traffic to the Anchor Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of any Grantor which have been damaged or destroyed in the exercise by such Grantee of the temporary construction easements granted under this Section 2.5 and shall defend, indemnify and hold each Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of such Grantee's exercise of said temporary construction easements, except to the extent occasioned by the subject Grantor's grossly negligent or wrongful acts or omissions.

(F) Any Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under these Restated ECCRs, be deemed to be part of such Grantee's Parcel(s) and Building(s), and shall be deemed not to be part of any Grantor's Parcel(s) or Building(s) for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Truck Access Easement:

Without limiting Section 2.2(E) above, the Owner of the Ancillary Parcels and the Owner of the Anchor Parcel each hereby grants to the other an easement for truck access over and across the area designated on the Site Plan as the Truck Access Easement. To the extent necessary in order to accommodate the construction of a Building or Buildings on the Ancillary Parcels as permitted in these Restated ECCRs, the Owner of the Ancillary Parcels (at its sole cost) may re-locate the Truck Access Easement to another portion of the Ancillary Parcels, so long as the relocated Truck Access Easement is of substantially the same quality of construction (i.e., the existing Truck Access Easement is concrete), and is located in a manner that provides substantially similar access for trucks making deliveries to the Building located on the Anchor Parcel from Pacific Highway (SR 99). The Owner of the Ancillary Parcels shall give not less than forty-five (45) days' prior written notice to the Owner of the Anchor Parcel of such Ancillary Parcel Owner's specific plans as to the relocation of the Truck Access Easement (the "Truck Access Relocation

Notice"), and the Anchor Parcel Owner shall have the right to review and confirm (in such Anchor Parcel Owner's commercially reasonable discretion) whether the proposed relocation provides substantially similar access for trucks making deliveries to the Building located on the Anchor Parcel from Pacific Highway (SR 99), as required under this Section 2.6. If the Anchor Parcel Owner fails to respond in writing to the Truck Access Relocation Notice within thirty (30) days after delivery thereof, then the Ancillary Parcel Owner may send a second (2nd) Truck Access Relocation Notice indicating in all caps, boldface 14 point type "**ANCHOR PARCEL OWNER HAS FIFTEEN (15) DAYS TO RESPOND TO THIS NOTICE.**" Should the Anchor Parcel Owner fail to respond to the second Truck Access Relocation Notice within fifteen (15) days after delivery thereof, the proposed relocation shall be deemed to provide substantially similar access for trucks making deliveries to the Building located on the Anchor Parcel from Pacific Highway (SR 99), as required under this Section 2.6. Any relocated Truck Access Easement must be available for use before the existing Truck Access Easement is closed off.

Section 2.7 Sign Easements:

The Owner of the Anchor Parcel hereby grants to the other Parcel Owner(s) entitled under Section 4.3 of these Restated ECCRs to display a sign panel on the Anchor Pylon Sign and/or the Center Monument Sign, an easement for maintenance, repair and replacement of such sign panel(s). To the extent that the Ancillary Pylon Sign is constructed, the Owner of the Ancillary Parcels hereby grants to the other Parcel Owner(s) entitled under Section 4.3 of these Restated ECCRs to display a sign panel on the Ancillary Pylon Sign, an easement for maintenance, repair and replacement of such sign panel(s).

Section 2.8 Cure Right Easements:

Each Parcel Owner hereby grants to each other Parcel Owner an easement and license to enter upon the Grantor's Parcel for the purpose of exercising the cure rights provided under Article VI of these Restated ECCRs. Each Grantee of the easements granted under this Section 2.8 shall defend, indemnify and hold the subject Grantor free and harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of the Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Section shall be coterminous with the respective provisions of the Restated ECCRS which give any Grantee the right or the obligation to perform the work described in this Section 2.8.

ARTICLE III

USE RESTRICTIONSSection 3.1 Permitted Uses:

Subject to the restrictions set forth in this Article III, every Parcel shall be used only for financial institutions, service shops, Retail Offices, retail stores selling retail merchandise typically carried in other retail/commercial shopping centers, and restaurants (except as provided in Section 3.3(A)(i)). "Retail Offices" shall mean offices of the type customarily found in retail/commercial shopping centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, and travel agents, but shall not include educational or training facilities. No Retail Office use shall exceed 4,000 square feet, and the total of all Retail Office uses in the Shopping Center shall not exceed 8,000 square feet at any one time.

Section 3.2 Nuisances:

No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations. Nothing shall be done on any Parcel which is a public nuisance to the community.

Section 3.3 Use Restrictions:

During the term of these Restated ECCRs no portion of the Shopping Center may be used for any of the following purposes without the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of a Consenting Party:

(A) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption or a liquor store; provided, however, that:

(i) the foregoing shall not prohibit the operation of a restaurant or café (to include an operation similar to Starbucks) where the sale of alcoholic beverages therein comprises less than thirty percent (30%) of the business' gross revenues, in the case of a business located on the Outparcel; less than forty percent (40%) of such revenues, in the case of a business located on the Ancillary Parcels and situated in-line with the Improvements on the Anchor Parcel; or less than fifty percent (50%) of such revenues, in the case of a business located and situated elsewhere within the Shopping Center;

(ii) the foregoing shall not prohibit the sale of wine, beer or liquor as an incidental use in connection with an otherwise permitted grocery store,

convenience store, or drug store;

(iii) the foregoing shall not prohibit BevMo, Cost Plus, or any other regional or national chain that operates its business and is merchandized in a manner substantially similar to such stores as of the Effective Date, from operating its business; and

(iv) one (1) liquor store may be located on the Ancillary Parcels if such liquor store is either (i) a State of Washington liquor store or (ii) an upscale liquor store and (x) more than thirty percent (30%) of the floor area of the store is used for the sale of wine; (y) no exterior or window signs using neon or moving lights shall be visible from the Common Areas; and (z) the store will close on or before 11:00 p.m.

(B) A bowling alley, billiard parlor, bingo parlor, arcade or game room.
 (C) A theater (motion picture or live performance).
 (D) A health club, gymnasium or spa; provided, however, that one such establishment may be operated if it is located at least four hundred (400) feet from the Anchor Parcel and its entrance is in the southernmost twenty five percent (25%) of the establishment's frontage; and provided, further, that in no event shall such an establishment be located on the Outparcel.

(E) A service station, automotive repair shop or truck stop; provided, however, that the foregoing shall not prohibit the operation of an automotive parts retail store such as Pep Boys, Auto Zone, Discount Tire, Goodyear, Firestone, or Shucks, so long as the following conditions are met: (A) all outdoor storage of personal property or inventory, all refuse containers and areas, and the rear of such facilities are screened from public view in a manner reasonably acceptable to the Consenting Parties in the case of a facility located on the Anchor Parcel, or to the Owner of the Anchor Parcel, in the case of a facility located elsewhere within the Shopping Center, (B) no portion of the Anchor Parcel shall be utilized for parking of customer or employee vehicles related to the operation of such facility, (C) if such facility is located on the Outparcel, then the automotive bays and customer entrances for the facility must face east (so that the doors do not face the front of the Building located on the Anchor Parcel), (D) any such business shall be operated by a national or regional chain of facilities having at least five (5) other locations under a national or regional trade name, and (E) any such facility must comply with all local, state and federal storage and disposal regulations rules, law and ordinance for petroleum products or petrochemicals and batteries and have in place and functioning adequate programs for monitoring and preventing any release of petroleum products or chemicals into the environment; provided, further,

that the foregoing requirements (A) through (E) shall not be applicable if such facility is owned or operated by Wal-Mart, Sam's, Fred Meyer, Target or Costco.

- (F) A flea market or pawn shop.
- (G) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided that such restriction shall not prohibit (1) the incidental use of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use, or (2) the operation of a dance studio, a karate or other martial arts studio, or a tutoring or academic support facility such as Kumon (such uses described in this clause (2), collectively, "Learning Activity Uses") so long as no more than one Learning Activity Use shall be permitted at any time, and such Learning Activity Use shall occupy an aggregate floor area not to exceed 2,500 square feet.
- (H) A child day care facility.
- (I) A car wash, except on the Ancillary Parcels and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Anchor Parcel.
- (J) A medical clinic or medical office; provided that the foregoing shall not prohibit the operation of urgent care, chiropractic, dental and vision care facilities (up to an aggregate floor area not to exceed 2,500 square feet for all such uses).
- (K) A storage or mini-warehouse facility.
- (L) An establishment for the sale of automobiles, trucks, mobile homes, boats or recreational motor vehicles (provided that such restriction shall not prohibit the lease of vehicles or equipment from the Anchor Parcel in accordance with the limitations set forth in Section 2.2(D)(iv)).
- (M) A dry cleaning plant, central laundry or laundromat.
- (N) A hotel or motel.
- (O) Governmental offices.
- (P) During the term of these Restated ECCRs, except as expressly provided in this Section 3.3(P), no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:
 - (i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing

adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).

(ii) A massage parlor; provided that the foregoing shall not prohibit the operation of first class therapeutic massage facility such as Massage Envy, so long as not more than one (1) such use shall be permitted at any time, and such use shall occupy an aggregate floor area not to exceed 2,500 square feet (and such permitted massage use shall not be deemed a 'spa' for purposes of the final proviso of Section 3.3(D) above).

(iii) A skating rink.

(iv) A mortuary, crematorium or funeral home.

(v) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

(vii) A telephone call center.

(viii) A gambling establishment, bingo parlor or betting parlor.

(ix) A veterinary hospital or any animal raising or keeping facility; provided that the foregoing shall not prohibit a national or regional pet supply retailer (such as Petco) whose primary use includes: (x) the sale of pets and animals; (y) the sale of pet food, pet accessories and other products relating to pets and animals; and/or (z) providing services related to pets and animals, such as grooming, boarding, pet day care, animal training and obedience classes, pet adoption and veterinary services.

(x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 3.4 Exclusive Use Restriction for the Benefit of the Anchor Parcel:

(A) No portion of the Shopping Center other than the Anchor Parcel may be used for the following purposes:

(i) A hardware store or center.

(ii) An appliance store and/or lighting store or center.

(iii) A nursery and/or lawn and garden store and/or for the sale of Christmas trees.

(iv) A paint store or center, wall paper or wall covering store or center, tile store or center, flooring store or center, carpeting store or center, and/or home decor store or center.

(v) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoy's, Menard's, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e.g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply (such representative operations, collectively, a "Home Improvement Use").

(B) These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(v), when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use), or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use).

(C) Notwithstanding any contrary provision contained herein, the Owner of the Anchor Parcel agrees that for so long as any (or all) of the following retailers operates its business as is currently customary and currently merchandized, as of the Effective Date, the sale of the merchandise described in Subsections (A)(i) through (A)(v) from the following businesses within the Shopping Center is not prohibited: Fred Meyer, Inc., Wal-Mart, Wal-Mart Supercenter, Sam's, Costco, Kmart, Target, Target Greatland, Office Depot, Circuit City, Frye's, Kohl's, Ashley Furniture, Easy Life, TJ Maxx, Marshalls, Ross, Pier 1, Cost Plus, Bed Bath & Beyond, Home Goods, Tuesday Morning, and/or retailers engaged in the sale of paint and similar items used for artistic purposes and typically sold at arts and crafts stores such as Michaels and/or Aaron Brothers.

(D) The restrictions in this Section 3.4 are for the benefit of and shall remain in effect until the date that is two (2) years after Lowe's (or its successor-in interest, either under the Restated Ground Lease or as the Anchor Parcel Owner) ceases operating a Home Improvement Use on the Anchor Parcel (excluding periods of building, expansion or rebuilding, for any reason), at which point the restrictions contained in this Section 3.4 will no longer be of any force or effect until such time (if any) as Lowe's (or its successor-in interest under the Restated Ground Lease) shall re-open a store on any portion of the Anchor Parcel for any one of the foregoing uses (in which case such restrictions shall be reinstated),

which reopening shall not prohibit uses in violation of such exclusive use restrictions if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

(E) The foregoing use rights and restrictions set forth in this Section 3.4 are collectively referred to herein as the "Anchor Parcel Exclusive Use Rights." Subject to Section 3.4(D) above, for so long as the Restated Ground Lease shall remain in effect or Lowe's shall otherwise be the Anchor Parcel Owner, no exclusive uses, rights or privileges shall be granted by any Parcel Owner to tenants or occupants of the Shopping Center or to third persons which violate the Anchor Parcel Exclusive Use Rights without the written consent of the Anchor Parcel Owner, which consent may be granted or withheld in the Anchor Parcel Owner's sole discretion. Without limiting the foregoing, for so long as the Restated Ground Lease shall remain in effect or Lowe's shall otherwise be the Anchor Parcel Owner, no exclusive rights granted any other tenants or occupants of the Shopping Center shall in any way restrict or prohibit the sale of any merchandise or the conduct of any type or manner of business on or from the Anchor Parcel.

Section 3.5 Proprietary Rights of Lowe's.

Any Parcel Owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that: (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Companies, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center, or the conduct of Lowe's business thereat are registered and/or the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center, and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel, which consent Lowe's may withhold in its sole discretion. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor.

Section 3.6 Merchants Association.

No Parcel Owner or any tenant of any Parcel Owner shall be obligated or required to join any merchants' association, Shopping Center association or any other organization of merchants or businesses involved in the Shopping Center, or pay any promotional fees, except as all of the Parcel Owners shall otherwise from time to time agree in writing.

ARTICLE IV

GENERAL CONSTRUCTION AND DEVELOPMENT

Section 4.1 Development Parameters:

(A) Permissible Building Areas: All Buildings must be constructed within a Permissible Building Area. No Building can exceed the Maximum Square Footage indicated in Section 1.10 for the applicable Permissible Building Area(s) depicted on the Site Plan. No building, structure or improvements (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area. Any change to the Permissible Building Areas shown on the Site Plan or to the Maximum Square Footages indicated in Section 1.10 shall be subject to the prior written consent of the Consenting Parties, which consent may be withheld in the sole discretion of each of the Consenting Parties. Any such change to the Permissible Building Areas or the Maximum Square Footage shall be effectuated by an amendment to these Restated ECCRs executed by all of the Consenting Parties.

(B) Parking Requirements. The Outparcel shall be self-supporting with respect to parking and shall contain not less than the number of spaces required by Applicable Laws. Each of the Anchor

Parcel and the Ancillary Parcels (such Ancillary Parcels taken together in the aggregate for purposes of this Section 4.1(B)) shall be self-supporting with respect to parking, and shall contain not less than the greater of: (i) four and a half (4.5) paved automobile parking spaces (of such size as required under applicable law) for each 1,000 square feet of building floor area for any permitted use constructed thereon, or (ii) the number of parking spaces required by applicable law, whichever is greater (the "Required Parking Ratio"). To be self-supporting, the parking spaces must be located on the Anchor Parcel or the Ancillary Parcels, as the case may be, so that parking spaces available on other Parcels or available through easements with other Parcels cannot be counted in meeting the requirements of this Section.

(C) Fire Protection: All Improvements within the Shopping Center shall be constructed in compliance with all applicable federal, state, and local building codes, and particularly all Improvements within sixty (60) feet of the Building located on the Anchor Parcel shall be: (i) sprinklered for fire protection and (ii) be of an allowable use and type of construction such that the Building on the Anchor Parcel, for fire protection purposes, (A) may be constructed on the southern property line of the Anchor Parcel, and (B) will maintain an unlimited area classification. There shall be sixty feet (60') of open space on which no buildings or improvements may be constructed around the Building on the Anchor Parcel and the adjacent Building on the Ancillary Parcels (other than between such Buildings, which may be adjoining) such that the Building on the Anchor Parcel and any such adjacent buildings maintain an unlimited area classification for fire protection purposes. Anchor Parcel Owner acknowledges that the building doors installed in the Building situated along the south Parcel boundary line of the Anchor Parcel can be permanently closed off to permit construction of a Building on the other side of such Parcel boundary line (any such Building, an "Ancillary Parcel In-Line Building") without rendering the Building on the Anchor Parcel (or such Ancillary Parcel In-Line Building) in violation of Applicable Laws. Anchor Parcel Owner further covenants and agrees to so close off such doors at its sole cost and expense upon the construction of any such Ancillary Parcel In-Line Building, with such closure to be in a manner that will not be inconsistent with the fire protection standards set forth in this Section 4.1(C).

(D) Condition Prior to Construction: Each Parcel shall be kept neat, orderly, planted in grass and trimmed (or improved as Common Area) until improved and constructed. As an alternative to grass, an Owner may apply a chemical coating dust control so long as the surface integrity is maintained.

(E) Development Other Than Retail: Article III permits the use of the Parcels in the Shopping Center for certain purposes other than retail. The Owner(s) of the Parcels other than the Anchor Parcel agree that such Owners may not use any of their Parcels for any such permitted non-retail

use if such use will cause any increase in the parking required on the Anchor Parcel under Applicable Laws, or will cause any material increase in amount of customer parking on the Anchor Parcel, in each case beyond what would be the case if such use were for retail purposes.

Section 4.2 Building Design:

(A) **Harmony.** All Improvements (including Common Area Improvements such as lighting) erected within the Shopping Center shall be architecturally harmonious (including, without limitation, harmonious colors, materials and designs). The Consenting Parties shall cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, subject to the following:

(i) For so long as the Restated Ground Lease remains in full force and effect or Lowe's shall otherwise be the Anchor Parcel Owner, the Anchor Parcel Owner may alter the Improvements constructed on the Anchor Parcel as of the Effective Date in whatever manner the Anchor Parcel Owner may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores, and such changes shall not require the consent of any other Parcel Owner.

(ii) If any Parcel Owner or any tenant of any portion of any Parcel other than the Anchor Parcel is either (a) a business listed in Section 3.4(C) or (b) a business that is part of a national or regional chain with at least twenty five (25) stores then open and operating, such Parcel Owner or tenant may construct Improvements similar to its current prototypical store building and improvements (subject to the provisions of the lease as between such tenant and the Parcel Owner). Specifically, the initial design and appearance of the Buildings and Improvements on the Ancillary Parcels and/or the Outparcel (and any changes to the Buildings and Improvements on the Ancillary Parcels and/or the Outparcel) that such Parcel Owner or their tenant may deem appropriate for consistency with changes in the design and appearance of the Parcel Owner's or tenant's then current prototypical stores do not require the consent of any other Parcel Owner (except as may be required under the lease as between such tenant and the Parcel Owner).

(B) **Building Height.** Without limiting Section 4.4 below, Buildings in the Shopping Center shall not exceed thirty-five feet (35') in height, except that the Building on the Anchor Parcel may be fifty feet (50') in height, including architectural features.

(C) **Approvals.** Except as provided in Section 4.2(A), no Buildings or Improvements shall be erected or allowed to remain on any Parcel unless the Parcel Owner shall have delivered to each Consenting Party color exterior elevations of all sides of such Building (including dimensions) and a site

plan showing the location of such Building (collectively, the "Plans"), together with a submittal letter certifying that the Plans are consistent with the requirements of these Restated ECCRs (the "Submittal Letter"). All Improvements shall comply with the Plans as submitted unless a new Submittal Letter is delivered to the Consenting Parties, as provided above. The right to make inspections necessary to assure compliance is reserved to the Consenting Parties. After initial construction of Buildings and other Improvements, except as provided in Section 4.2(A), no Parcel Owner shall make or permit to be made alterations that will substantially change the exterior of the Buildings located on its Parcel(s) without delivering a new Submittal Letter to each of the Consenting Parties.

(D) Construction Timing. Weather permitting, all paving and landscaping will be finished upon completion of each Building, but in no event shall paving and/or landscaping be installed later than ninety (90) days after such Building is occupied. Subject to force majeure, total construction time from pouring footings to the completion of construction of any Building 'ready for occupancy' shall not exceed one (1) year.

Section 4.3 Signs:

(A) The Owner of the Anchor Parcel or its tenant shall have the right to display its panel on both sides of the top, first and most prominent position (collectively the "Anchor Sign Panels") on each of: (i) the pylon sign located in the location shown on the Site Plan as the "Anchor Pylon Sign" (the "Anchor Pylon Sign"), and (ii) the monument sign located in the location shown on the Site Plan as "Center Monument Sign" (the "Center Monument Sign"), all in accordance with Exhibit C attached hereto and incorporated herein by this reference (the "Sign Package"). There may be one, two, three or four panels on each of Anchor Pylon Sign and/or the Center Monument Sign under the Anchor Sign Panels; provided that the total area of all such panels shall not exceed fifty eight (58) square feet (in the case of Anchor Pylon Sign) and forty (40) square feet (in the case of the Center Monument Sign), and in no event shall any single panel be of a size that is larger than seventy five percent (75%) of the size of any of the Anchor Sign Panels. The Owner of the Ancillary Parcels shall have the right to assign such panels below the Anchor Sign Panels to any owner, tenant or occupant of the Ancillary Parcels so long as such panels shall only be for businesses conducted within the Ancillary Parcels. The Anchor Sign Panels shall be of colors, design and content as required by the Owner of the Anchor Parcel's own visual sign standards. The Owner of the Anchor Parcel shall maintain the Anchor Pylon Sign and the Center Monument Sign each in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs and expenses so incurred by the Owner of the Anchor Parcel with respect to Anchor Pylon Sign and the Center Monument Sign (including

without limitation utilities) shall be reimbursed to the Owner of the Anchor Parcel by the Owner of the Ancillary Parcels in accordance with their respective pro rata share of such costs and expenses, which, for the purposes of this subsection (A) only, shall be a fraction, the numerator of which is the area of the sign panels on Anchor Pylon Sign and the Center Monument Sign, as the case may be, used as directed by the Owner of the Ancillary Parcels (or its tenants) and the denominator of which shall be the area of all sign panels on each such sign. The Owner of the Anchor Parcel may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to the other Owner of the Ancillary Parcels showing in reasonable detail such costs and expenses, and the Owner of the Ancillary Parcels shall pay (or cause to be paid) such amount within thirty (30) days after receipt. The Owner of the Ancillary Parcels shall maintain (or cause to be maintained) their own sign panels on Anchor Pylon Sign and the Center Monument Sign.

(8) If the Owner of the Ancillary Parcels desires to display a sign panel on the Anchor Pylon Sign or the Center Monument Sign, such Parcel Owner shall make its request in writing to the Owner of the Anchor Parcel with a copy of the proposed sign plans. The Owner of the Anchor Parcel shall then have twenty (20) days from receipt of the notice to object to the proposed sign. If The Owner of the Anchor Parcel does not object within the twenty (20) day period, then the proposed sign shall be conclusively deemed approved. Consents under this section shall not be unreasonably withheld, conditioned or delayed so long as the proposed signage is consistent with the Sign Package.

(C) If permitted by the City of Kent, the Owner of the Ancillary Parcels may construct an additional pylon sign (the "Ancillary Pylon Sign") to be located as shown on the Site Plan as the "Ancillary Pylon Sign." The design of the Ancillary Pylon Sign shall be consistent with the designs set forth in the Sign Package. The Owner of the Ancillary Parcels shall have the right to display its panel on both sides of the top, first and most prominent position of the Ancillary Pylon Sign as shown in the Sign Package (the "Reserved Sign Panel"). There may be one, two, three or four panels on Ancillary Pylon Sign under the Reserved Sign Panel, provided that the total area of all such panels shall not exceed fifty eight (58) square feet. The Owner of the Anchor Parcel (or its tenant) shall have the right to use the top panel directly below (second position) the Reserved Sign Panel (the "Ancillary Pylon Anchor Panel"), which Ancillary Pylon Anchor Panel shall be the same size as the largest panel on Anchor Pylon Sign used by the Owner of the Ancillary Parcels. The Ancillary Pylon Anchor Panel shall be of colors, design and content as required by the Owner of the Anchor Parcel's (or its tenant's) own visual sign standards. The Owner of the Ancillary Parcels shall maintain Ancillary Pylon Sign in good order and condition and state of repair in accordance with the standards of good shopping center operation. A portion of the reasonable costs

and expenses so incurred by the Owner of the Ancillary Parcels with respect to the Ancillary Pylon Sign (including without limitation utilities) shall be reimbursed to the Owner of the Ancillary Parcels by the Owner of the Anchor Parcel in accordance with such Owner's pro rata share of such costs and expenses, which, for the purposes of this subsection (C) only, shall be a fraction, the numerator of which is the area of the sign panels on the Ancillary Pylon Sign used by the Owner of the Anchor Parcel (or its tenant) and the denominator of which shall be the area of all sign panels on such Ancillary Pylon Sign. The Owner of the Ancillary Parcels may, from time to time but not more often than quarterly and not for more than one year at a time, submit an invoice to the Owner of the Anchor Parcel showing in reasonable detail such costs and expenses, and the Owner of the Anchor Parcel shall pay such amount within thirty (30) days after receipt. The Owner of the Anchor Parcel shall maintain the Ancillary Pylon Anchor Panel at its sole cost and expense.

(D) If permitted by the City of Kent, the Owner of the Ancillary Parcels may construct an additional monument sign (the "Ancillary Monument Sign") to be located as shown on the Site Plan as the "Ancillary Monument Sign." The design of the Ancillary Monument Sign shall be consistent with the designs set forth in the Sign Package. The Owner of the Ancillary Parcels (or its tenants) shall have the exclusive right to display panels the Ancillary Monument Sign, which panels shall not exceed the number and size of the panels on the Center Monument Sign. The Owner of the Ancillary Parcels shall, at such Owner's sole cost, maintain Ancillary Monument Sign in good order and condition and state of repair in accordance with the standards of good shopping center operation.

(E) If the Owner of the Ancillary Parcels elects to construct it, such Owner shall be responsible for the construction of the Ancillary Pylon Sign. Following the completion of such construction, if the Owner of the Anchor Parcel desires to have panels below the Reserved Sign Panel, the Owner of the Ancillary Parcels shall submit to the Owner of the Anchor Parcel an invoice for an amount equal to such Anchor Parcel Owner's prorata share of the actual, out of pocket costs incurred by the Owner of the Ancillary Parcels in connection with such construction, together with reasonable backup of such costs, such share to be a fraction, the numerator of which is the area of the sign panels on the Ancillary Pylon Sign to be used by the Owner of the Anchor Parcel (or its tenant) and the denominator of which shall be the area of all sign panels on such Sign. The Owner of the Anchor Parcel shall pay such amount within thirty (30) days of receipt thereof.

(F) Notwithstanding the foregoing, there may be erected directional entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'

3" in height. The Parcel Owner(s) constructing and/or installing such directional signage shall be responsible for maintaining such directional signage.

Section 4.4 Restrictions Applicable to the Outparcel and Parcel 4:

The Outparcel and Parcel 4 shall each be subject to the following particular restrictions:

(A) Any rooftop equipment (other than satellite dishes to be used by the tenant operating in such building) installed on the Outparcel or on Parcel 4 shall be screened in a manner so that pedestrians within the Shopping Center cannot see such equipment.

(B) No rooftop signs shall be erected on any building constructed on the Outparcel or on Parcel 4.

(C) The Owner of the Outparcel or Parcel 4, as the case may be, shall repair (or cause to be repaired) any damage caused to any of the Utility Facilities, as described in Section 2.3 of these Restated ECCRs, serving the Shopping Center which is caused by such Owner (or its Permittees), to the extent that the Outparcel or Parcel 4, as the case may be, benefits from any of the Utility Facilities serving the Shopping Center, the Outparcel and/or Parcel 4, as the case may be.

(D) Any Building on the Outparcel or on Parcel 4 shall not exceed twenty four feet (24') in height, except that architectural features may extend an additional four feet (4'); provided that such architectural features do not extend in length beyond twenty percent (20%) of the length of the fascia on any such Building. All heights are measured from the finished elevation of the parking area adjacent to such Building.

Section 4.5 Performance of Construction Work Generally:

All construction, alteration or repair work (any "Work") undertaken on any Parcel shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such Work shall: (i) pay all costs and expenses associated with such Work; (ii) take necessary measures to minimize disruption and inconvenience caused by such Work; (iii) make adequate provisions for the safety and convenience of the Parcel Owners and their Permittees; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such Work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such Work; (vii) indemnify and hold harmless all other Parties in the Shopping Center against any mechanics liens for such Work, particularly as to Common Areas; and (viii) obtain all necessary governmental approvals. Such Work shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede

the Shopping Center ingress or egress from public streets. The party performing such Work shall limit all construction work and staging areas to its own Parcel(s) and not encroach on any Common Areas on any other Parcel(s) and shall not utilize parking areas of any other Parcel(s). For construction purposes, the Common Areas on a Parcel (other than the Shared Entranceway) may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such Work (subject to Section 2.5) and (b) temporary storage and parking on the constructing Party's Parcel(s) of materials and vehicles in connection with such Work.

Section 4.6 Compliance in Construction:

All work which a Parcel Owner undertakes or permits on to be undertaken on its Parcel(s) pursuant to these Restated ECCRs shall comply with the applicable Plans, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all Applicable Laws, including procurement of all license and permits required for such Work. The consent of any other Parcel Owner to any such Work or Plans, under any provisions of these Restated ECCRs, shall not constitute any assumption of responsibility for the accuracy, sufficiency or propriety of such Work or Plans, nor shall such consent constitute a representation or warranty that such Work or Plans will be economic to construct or will comply with law.

Section 4.7 Damage and Destruction:

In the event of the destruction or damage to any extent to any Buildings or Improvements in the Shopping Center, the affected Parcel Owner shall either: (1) diligently commence and pursue completion of the repair or restoration of such Building or Improvement, or (2) if the Parcel Owner decides not to repair or rebuild, within ninety (90) days after the destruction or damage, level such Building or Improvement, remove the debris and keep the Parcel(s) neat, orderly, planted in grass and mowed/trimmed (or otherwise treated for dust and weed control) until subsequently improved, constructed upon and operated and so that the Parcel(s) is/are in a clean, orderly, sightly and safe condition (provided that such Parcel Owner repairs and restores any No Change Area on such Owner's Parcel(s)). The provisions of this Section 4.7 shall not, as between Lowe's (or its successor-in-interest as tenant under the Restated Ground Lease) and its landlord with respect to the Anchor Parcel, supersede any contrary provisions of the Restated Ground Lease.

Section 4.8 Temporary Slope Easement:

Until such time as the final paving of the Common Area on the Ancillary Parcels south of the Shared Entranceway have been completed, the Owner of the Ancillary Parcels hereby grants to the Owner of

the Anchor Parcel a slope easement to maintain the grade change between the Shared Entranceway and such Common Area created in connection with the construction of the Shared Entranceway.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance:

Except as otherwise provided in Sections (A) and (B) below, each Parcel Owner hereto shall maintain or cause to be maintained the Building(s) and the Common Areas on its Parcel in good condition and repair, including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary (but in no event more often than once every six (6) years), maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair of lighting standards and signs. Each Parcel Owner covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of the Buildings on its Parcel(s) clean; will maintain or cause to be maintained such Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove or cause to be removed the same at such Parcel Owner's own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel shall be of such a character that their appearance will be that of a unified Shopping Center and, accordingly, the Parcel Owners agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

(A) Shared Entranceway: Notwithstanding the obligation of each Parcel Owner to maintain the Common Areas on their own Parcel (s), the Owner of the Anchor Parcel shall, at all times, keep the Shared Entranceway in good repair, maintenance and clean condition, suitably paved and marked for parking and traffic flow (but in no event shall the Owner of the Anchor Parcel be obligated to repave more than once every six (s) years), free of refuse and obstruction and properly drained and cleared of snow. The other Parcel Owners agree to reimburse the Owner of the Anchor Parcel a percentage of the costs incurred by the Anchor Parcel Owner in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Maximum Square Footages shown for the Permissible Building Areas contained within the Shopping Center other than the Anchor Parcel by the square footage

of all Maximum Square Footages for all Permissible Building Areas contained within the entire Shopping Center. The Owner of the Anchor Parcel shall submit an invoice from time to time (not more frequently than monthly) to the other Parcel Owners showing in reasonable detail the amounts covered by such invoice. The Owner of the Anchor Parcel may calculate such costs by multiplying the costs incurred by the Anchor Parcel Owner in connection with the maintenance of the other Common Areas within the Anchor Parcel (on a square footage or other per unit basis) by the square footage (or number of applicable units) within the Shared Entranceway.

(B) Stormwater Management Area: Notwithstanding the obligation of each Owner to maintain the Common Areas on such Owner's Parcel, the Owner of the Ancillary Parcels shall, at all times, keep the Stormwater Management Area in good operational condition, including without limitation maintaining the rip rap, cleaning up litter and garbage and removing sediments from time to time as is necessary for the system to operate properly. The other Parcel Owners agree to reimburse the Owner of the Ancillary Parcels a percentage of the costs incurred by the Ancillary Parcel Owner in connection with such maintenance, such percentage to be calculated by dividing the square footage of the Anchor Parcel or the Outparcel (as the case may be) by the square footage of the entire Shopping Center, other than the Storm Water Management Area (each such calculation, the "Parcel Owner's Maintenance Share"). The Owner of the Ancillary Parcels shall submit an invoice from time to time (not more frequently than quarterly) to the other Parcel Owners showing in reasonable detail the amounts covered by such invoice. Once a year after property taxes for the Ancillary Parcels have been paid, such invoice may include an amount with respect to property taxes applicable to the Stormwater Management Area, which amount shall be calculated by multiplying the land component (exclusive of improvements) of property taxes for the Ancillary Parcels by a percentage calculated by dividing the square footage of the Stormwater Management Area by the square footage of the Ancillary Parcels, and then multiplying that amount by the Parcel Owner's Maintenance Share. The Owner of the Ancillary Parcels may include in its invoices a ten percent (10%) administrative charge for any costs paid to third parties in connection with its performance of its obligation to maintain the Stormwater Management Area (other than with respect to payment of property taxes).

(C) Lighting: Each Parcel Owner shall cause the Common Area located on its Parcel to be adequately lit for at least the hours during which the business on the Anchor Parcel is open for business and for one-hour thereafter; provided, however, the Common Area on the Ancillary Parcels do not need to be lit until such time as a Building thereon opens for business to the public.

(D) Maintenance Director: Subject to the mutual agreement of each of the Parcel Owners, a third party may be appointed as an agent of the Parcel Owners to maintain the Common Areas (including the Shared Entranceway) in the manner as above outlined ("Maintenance Director"). Such Maintenance Director may receive for such agency a fee that is mutually acceptable to all Parcel Owners to cover supervision, management, accounting and similar fees and shall be subject to such insurance requirements as is mutually acceptable to all Parcel Owners.

Section 5.2 Failure in Performing Maintenance Responsibilities:

If an Owner fails or defaults in its maintenance obligations as set forth in Section 5.1, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach under the Restated ECCRs and any other Parcel Owner (as used in this Section 5.2, the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Parcel Owner's other remedies. The Curing Party shall then invoice the defaulting Parcel Owner for the expenses incurred. The defaulting Parcel Owner shall have fifteen (15) days to pay the Curing Party after receipt of the invoice. If the defaulting Parcel Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Parcel Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid.

Section 5.3 Taxes:

The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel(s). If an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these Restated ECCRs and any other Parcel Owner (as used in this Section 5.3, the "Curing Party") may, in addition to such Parcel Owner's other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then invoice the defaulting Parcel Owner for the expenses incurred. The defaulting Parcel Owner shall have ten (10) business days after receipt of the invoice to pay the Curing Party. If the defaulting Parcel Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Parcel Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid.

Section 5.4 Insurance:

(A) **Insurance Coverage:** Each Parcel Owner shall at all times maintain or cause to be maintained with respect to its Parcel(s) and all Buildings and Improvements thereon and by any contractor during any construction activity on such Parcel Owner's Parcel(s), at least the minimum insurance coverage set forth below:

- (i) **Worker's Compensation and Employer's Liability Insurance.**
 - (a) Worker's compensation insurance as required by any Applicable Laws.
 - (b) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.
- (ii) **Commercial General Liability insurance with the following minimum limits of liability and coverages:**
 - (a) Premises and Operations;
 - (b) Products and Completed Operations;
 - (c) Contractual Liability (insuring the indemnity obligations assumed by any contractor working on any Parcel under contract documents);
 - (d) Broad Form Property Damage, including Explosion, Collapse and Underground Hazards, for the full replacement cost of Buildings and Improvements on any Parcel (including Completed Operations):
 - (1) \$2,000,000 for Bodily Injury and Property Damage each occurrence;
 - (2) \$3,000,000 for Personal and Advertising Injury Liability;
 - (3) \$5,000,000 aggregate for Products and Completed Operations;
 - (4) \$5,000,000 general aggregate.
 - (e) Automobile Liability Insurance. Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.
 - (f) Umbrella/Excess Liability Insurance. Each Parcel Owner shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.

(B) Insurance Coverage: The policies of insurance as required in Section 5.4(A) shall be provided by insurance companies licensed in the State of Washington, shall name every other Parcel Owner in the Shopping Center as an additional insured, and shall provide that such insurance shall not be canceled or reduced in an amount or coverage below the requirements of these Restated ECCRs without at least thirty (30) days prior written notice to the additional insureds. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Parcel Owner, provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$10,000,000, then such insuring Parcel Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$10,000,000, (iii) a plan of self-insurance, provided that such Parcel Owner or its parent has \$100,000,000 or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent of any deductible carried by any Parcel Owner, such Parcel Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$250,000 unless (a) such Parcel Owner complies with the requirements regarding self-insurance pursuant to (iii) above or (b) such Parcel Owner or its parent maintains net current assets in excess of \$100,000,000. Each Parcel Owner agrees to furnish to any other Parcel Owner requesting in writing the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such Parcel Owner is in full force and effect; provided that any Parcel Owner may furnish evidence of insurance coverage in the form of a memorandum of insurance which may be made accessible via an Internet website.

Section 5.5 Failure to Carry Insurance:

If a Parcel Owner fails to maintain the insurance described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a breach under these Restated ECCRs and any other Parcel Owner (as used in this Section 5.5, the "Curing Party") may, in addition to such Parcel Owner's other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then invoice the defaulting Parcel Owner for the expenses incurred. The defaulting Parcel Owner shall have fifteen (15) days after receipt of the invoice to pay the Curing Party. If the defaulting Parcel Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Parcel Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid.

Section 5.6 Cross Indemnity:

To the extent not covered by the insurance policies described above, each Parcel Owner (the "Indemnitor") will pay, and indemnify and save harmless the other Parcel Owner(s) (the "Indemnitee(s)") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel(s); (ii) any use or condition of the Indemnitor's Parcel(s); and (iii) any negligence or tortious acts of the Indemnitor or any of such Indemnitor's tenants, licensees, invitees, customers, agents or employees, except to the extent that such causes of action, suits, claims, demands or judgments arise out of the negligence or intentional misconduct of the Indemnitee(s).

Section 5.7 Waiver of Subrogation:

Each Parcel Owner (the "Releasor") hereby releases the other Parcel Owner(s) (the "Releasee(s)") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee(s), or anyone for whom such Releasee(s) may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.1 Default:

The occurrence of any one or more of the following events shall constitute a breach of these Restated ECCRs by the non-performing Parcel Owner (the "Defaulting Party"):

- (A) The failure to perform any obligation of Article V hereof and to cure such failure within the time requirements cited therein which shall be a breach under these Restated ECCRs without necessity of any further notice to the Defaulting Party other than as provided for in Article V;
- (B) The failure to make any payment required to be made hereunder within ten (10) business days of the due date which shall be a breach under these Restated ECCRs without necessity of any notice to the Defaulting Party, or

(C) The failure to observe or perform any other of the covenants, conditions or obligations of these Restated ECCRs or to abide by the restrictions and requirements herein provided, other than as described in (A) above, which shall be a breach under these Restated ECCRs after expiration of thirty (30) days after the issuance of a notice by a non-defaulting party ("Non-Defaulting Party") specifying the nature of the default claimed.

Section 6.2 Remedies for all Owners:

Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Owner or any other person for breach of any easement or restriction benefiting such Non-Defaulting Party. Such proceeding shall include the right to restrain by injunction any such violation or threatened violation and to obtain a decree to compel performance of any such easements or restrictions. No Permittee shall have the right to bring any action to enforce any provision of these Restated ECCRs and no enforcing Owner shall have the obligation to join any Permittee in any action to enforce these Restated ECCRs.

Section 6.3 Right to Cure:

With respect to any default under Section 6.1, any Non-Defaulting Party (as used in this Section 6.3, the "Curing Party") shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party (except as otherwise limited in Article V); provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Curing Party shall have the right to enter upon the Parcel(s) of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Owner shall be responsible for the non-performance or default of its Permittees. If any Curing Party shall cure a default, the Defaulting Party shall reimburse the Curing Party for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Section 6.4 Liens:

Costs and expenses accruing and/or assessed pursuant to Section 6.3 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Owner's Parcel(s). A lien under this Section

6.4 or under Article V shall attach and take effect only upon recordation of a claim of lien in the Official Records by the Curing Party making the claim, and shall be subordinate to the lien of the mortgage or deed of trust in favor of the Defaulting Party's lender. The claim of lien shall include the following:

- (A) The name and address of the lien claimant;
- (B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Curing Party;
- (C) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel(s) or interest therein against which the lien is claimed;
- (D) A description of the Parcel(s) against which the lien is claimed;
- (E) A description of the work performed which has given rise to the claim of lien;
- (F) A statement itemizing the total amount due, including interest;
- (G) A statement that the lien is claimed pursuant to the provisions of these Restated ECCRs, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.4 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of Washington.

Section 6.5 Other Remedies:

Each Non-Defaulting Party shall also have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any provision contained in these Restated ECCRs, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of such terms, covenants, or conditions of these Restated ECCRs, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

Section 6.6 Cumulative Remedies:

All of the remedies permitted or available to a Non-Defaulting Party under these Restated ECCRs or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall

not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.7 No Waiver:

No delay or omission of any Parcel Owner in the exercise of any right accruing upon any default of any other Parcel Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Parcel Owner of any default under these Restated ECCRs shall be effective or binding on such Parcel Owner unless made in writing by such Parcel Owner and no such waiver shall be implied from any omission by a Parcel Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of these Restated ECCRs shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in these Restated ECCRs.

Section 6.8 No Termination for Breach:

No breach, whether or not material, of the provisions of these Restated ECCRs shall entitle any Parcel Owner to cancel, rescind or otherwise terminate these Restated ECCRs, nor shall any such breach defeat or render invalid the lien of any mortgage made in good faith and for value. The foregoing limitations shall not affect, in any manner, any other rights or remedies which any Parcel Owner may have hereunder by reason of any breach of the provisions of these Restated ECCRs.

Section 6.9 Limitation of Liability:

Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by these Restated ECCRs only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by these Restated ECCRs only during the period such person is the fee or leasehold owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.9, the easements, covenants and restrictions in these Restated ECCRs shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.10 Attorneys Fees:

In the event of a breach hereof, the non-prevailing Parcel Owner(s) shall pay the reasonable attorney's fees (and the reasonable attorneys' fees on appeal) of the prevailing Parcel Owner(s).

ARTICLE VII
MISCELLANEOUS

Section 7.1 Easoppel Certificates:

Each Parcel Owner shall, not less than thirty (30) days after receipt of written notice from the requesting Parcel Owner, execute and deliver to the requesting Parcel Owner a certificate in recordable form stating that (i) either these Restated ECCRs are unmodified and in full force and effect or are modified (and stating the modification); and (ii) whether or not such Parcel Owner has sent any notice of any default to any other Parcel Owner(s) under these Restated ECCRs.

Section 7.2 Term and Perpetuity:

The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the Effective Date and shall continue in full force and effect, to the benefit of and being binding upon all Parcel Owner, their heirs, executors, administrators, successors, successors-in-title, assigns until the expiration of fifty (50) years from the date hereof, unless terminated by the consent of all the Parcel Owners pursuant to a writing recorded in the Official Records. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by these Restated ECCRs or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land. Upon termination of the agreements, conditions, covenants and restrictions of these Restated ECCRs, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of these Restated ECCRs, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect.

Section 7.3 Amendment:

These Restated ECCRs may not be amended except by agreement of the Consenting Parties in writing. Without limiting the foregoing, any amendment that would materially and substantially change the easements granted under Article 2, the uses permitted under Article 3, or the development requirements of Article 4 shall require the prior written consent of any Parcel Owner reasonably likely to be materially adversely impacted by such amendment, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 7.4 Notices:

Any notice or invoice required or permitted to be given under these Restated ECCRs shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid or deposit with a nationally recognized overnight delivery service,

and addressed to the Parcel Owner being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Parcel Owner(s));

Pacific: Pacific Service Company, Inc.
120 North Robertson Boulevard, Third Floor
Los Angeles, CA 90048-3102
Attention: James D. Vandever

With a copy to: Pacific Service Company, Inc.
120 North Robertson Boulevard, Third Floor
Los Angeles, CA 90048-3102
Attention: Legal Department—Midway, WA

Lowe's: Lowe's Home Centers, LLC
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Attention: Property Management Dept. (PMNS)

Copy to: Lowe's Home Centers, LLC
1000 Lowe's Boulevard
Mooresville NC 28117
Attention: Legal Department (NB6LG)

Section 7.5 Ground Lessee Assignment:

The rights and obligations of any Parcel Owner hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Parcel Owner and such ground lessee or lessees. Notice of any such assignment shall be provided concurrently to all other Parcel Owners.

Section 7.6 No Covenant to Continuously Operate:

The Owner of the Anchor Parcel (or its tenant) is not obligated to continuously operate a business on the Anchor Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or any store on the Anchor Parcel. Nothing contained in these Restated ECCRs shall be construed, interpreted or otherwise read to require the Owner of the Anchor Parcel (or its tenant) to operate a business on the Anchor Parcel or to prevent the Anchor Parcel Owner (or its tenant) from closing its business on the Anchor Parcel.

Section 7.7 Severability:

If any provision or portion of these Restated ECCRs is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions

shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.8 No Public Dedication:

Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Parcel Owner shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.9 Counterparts:

These Restated ECCRs may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.10 Relationship of the Parcel Owners:

Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the current or future Parcel Owners. It is understood that the relationship between the Parties hereto and the Parcel Owners is an arm's length one that shall at all times be and remain that of separate owners of real property. No Parcel Owner shall have the right to act for or on behalf of another Parcel Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Parcel Owner to be charged or bound, except as otherwise specifically provided herein.

Section 7.11 Condemnation:

In the event of a condemnation or a sale in lieu thereof concerning a portion or all of a Parcel, the award or purchase price paid for such taking shall be paid to the Owner of such Parcel; it being the intent of any other Parcel Owner(s) who might have an easement or other property interest or right under these Restated ECCRs in the Parcel(s) so taken, to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Owner(s) shall have the right to seek an award or compensation for the loss of its easement right or property interest to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner whose Parcel (or portion thereof) was the subject of the taking. Notwithstanding the above, this Section 7.11 is not intended to alter any other agreement which may exist between the Owner(s) of the Parcel(s) so taken and any person having an interest in said Parcel(s) pursuant to other contractual relationships.

Section 7.12 Delays:

In any case where any Parcel Owner is required to do any act (other than make a payment of money), delays caused or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, or other causes beyond such Owner's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time, or a "reasonable" period of time.

Section 7.13 Governing Law:

These Restated ECCRs shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Pacific and Lowe's have executed and delivered these Restated ECCRs as of the Effective Date first written above.

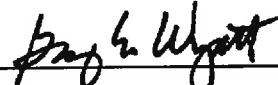
SIGNATURES FOLLOW ON SEPARATE PAGES

Signature Page for Lowe's (Restated ECCRs):

LOWE'S:

LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, as successor by merger to LOWE'S HIW, INC., a Washington corporation

Attest:
 By: 
 Name: James W. Potter TM
 Title: Assistant Secretary MS

By: 
 Name: Gary E. Wyatt
 Title: Senior Vice President MS

STATE OF NORTH CAROLINA)
) ss.
 COUNTY OF WILKES)

ON THIS 8th day of September 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary E. Wyatt, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Senior Vice President of LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Tanya C. Benfield
 Printed Name: Tanya C. Benfield

My Commission Expires:

Tanya C. Benfield
Notary Public
Surry County, NC
Commission Expires October 9, 2016

Signature Page for Pacific (Restated ECCRs):

PACIFIC:

PACIFIC SERVICE COMPANY, INC.,
a Washington corporation

By: _____

Name: Jill Supersrein
Title: Secretary

ACKNOWLEDGMENT

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

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

On September 7, 2016 before me, J. Robinson, a Notary Public in and for the State of California, personally appeared Jill Saperstein, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

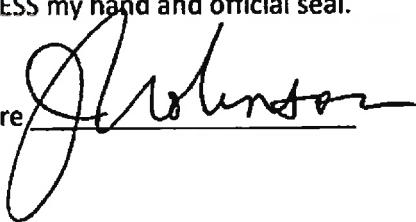
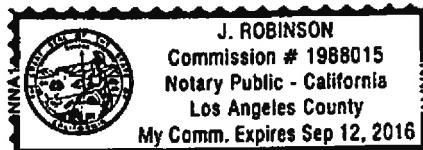



EXHIBIT A
LEGAL DESCRIPTION OF SHOPPING CENTER

All that certain real property located in the County of King, State of Washington, more particularly described as follows:

Parcels 1, 2, 3, 4, and 5, together with Tract A, City of Kent Binding Site Plan No. BSP-2006-04 (Midway Retail Center Binding Site Plan), recorded under recording no. 20070926000281, at Volume 242 of Plats, Pages 85 through 92, inclusive, in King County, Washington.

EXHIBIT B
SITE PLAN OF SHOPPING CENTER
(Attached)

SITE PLAN OF SHOPPING CENTER

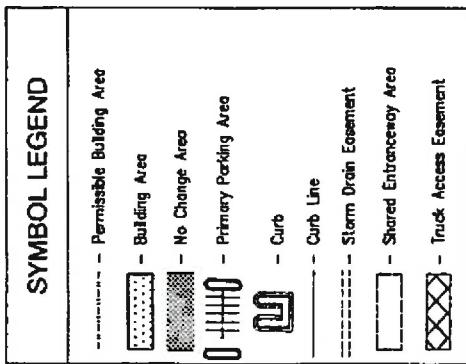
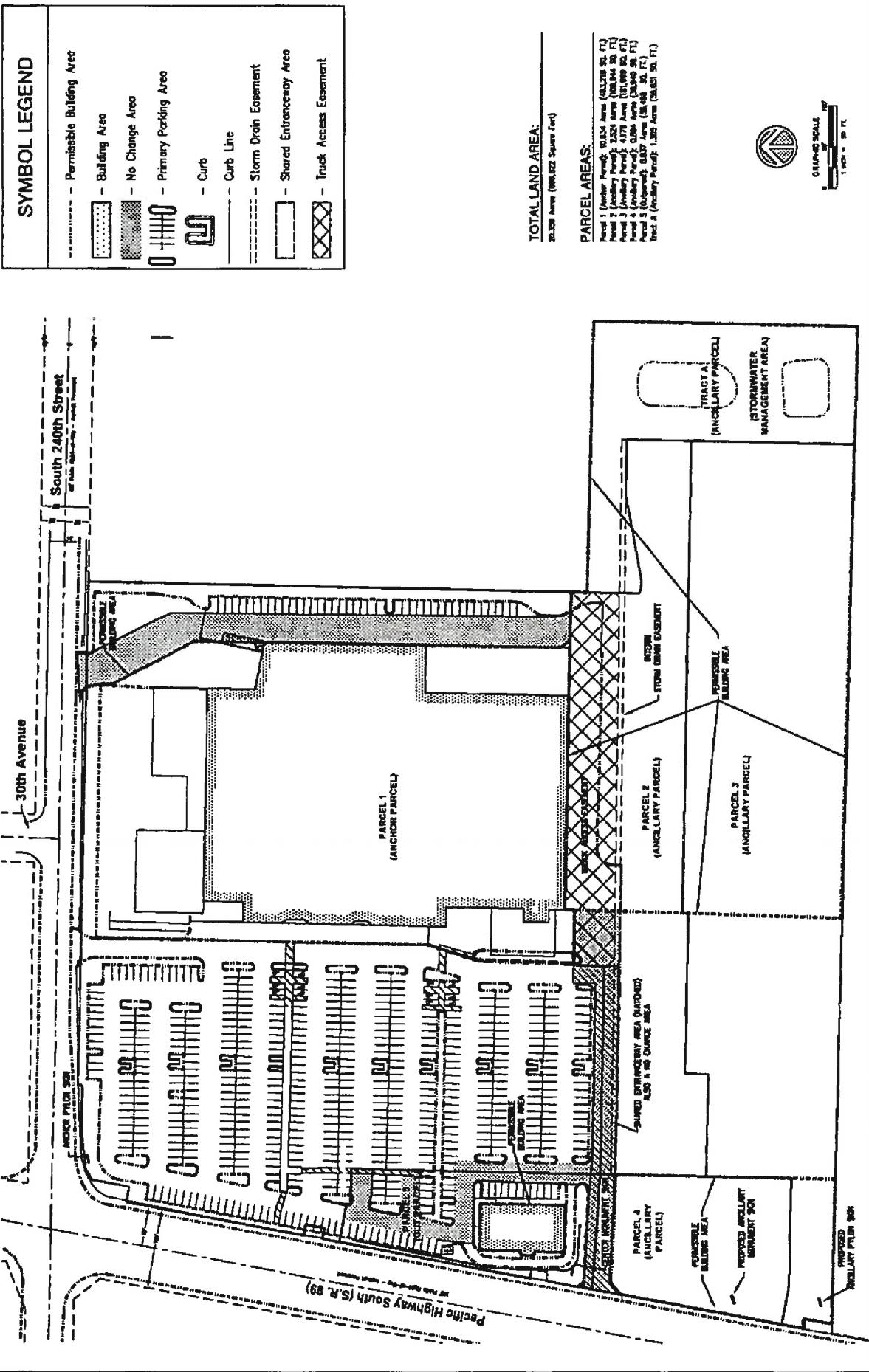
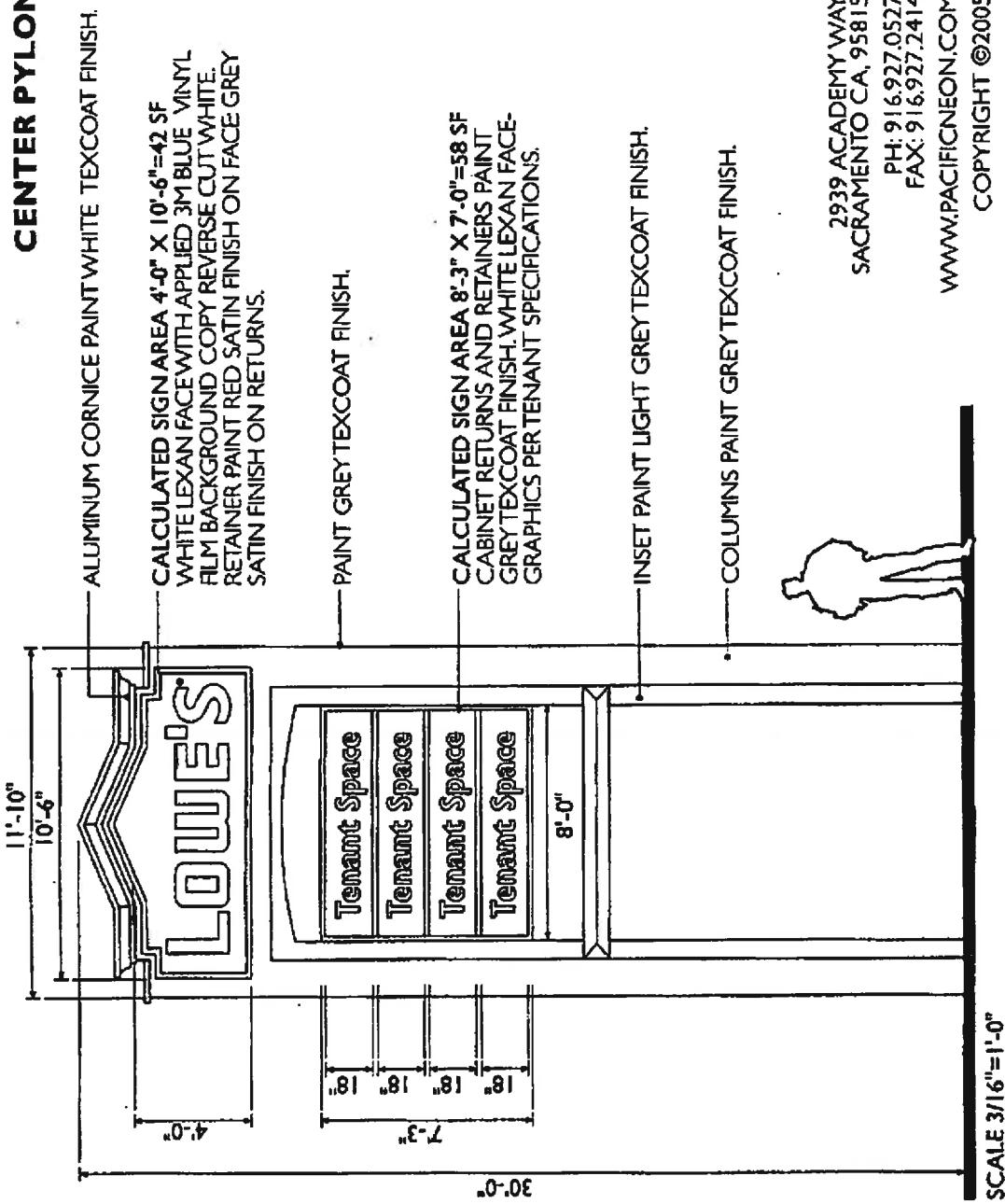
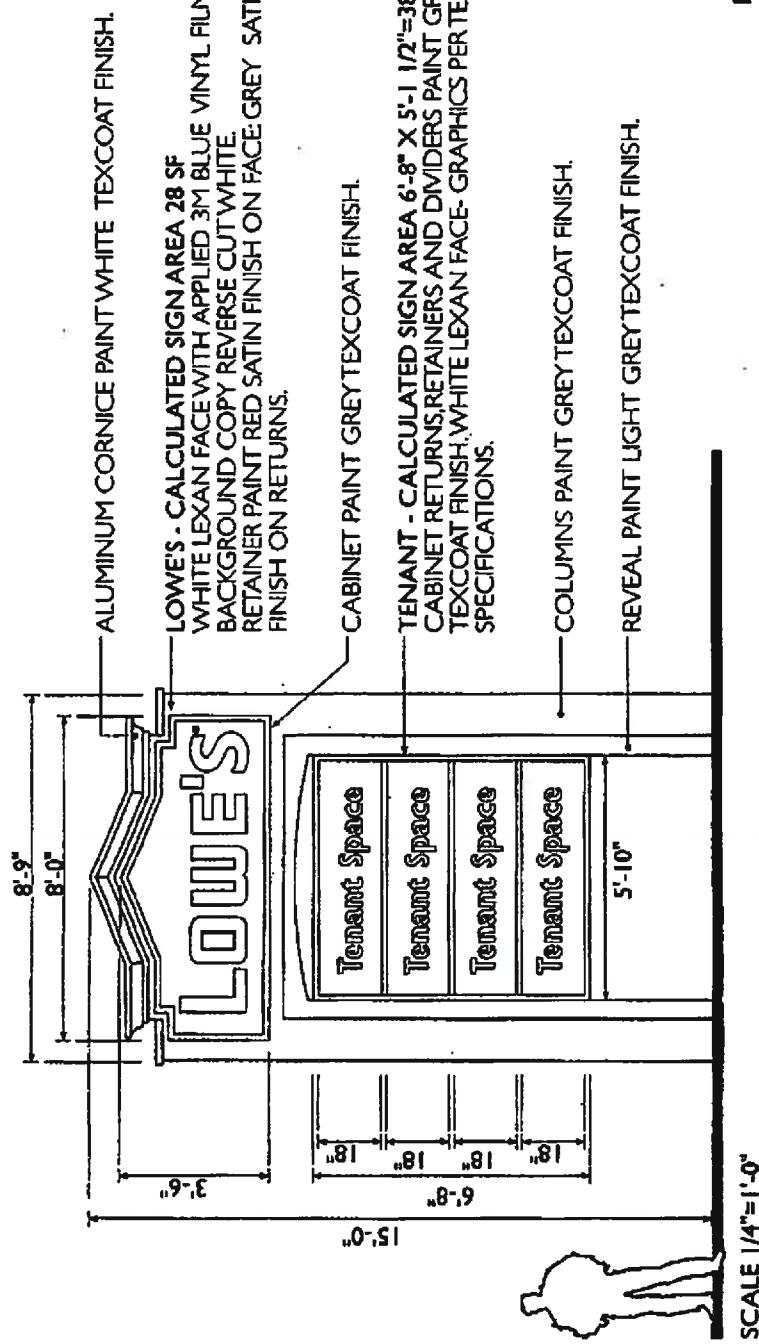


EXHIBIT C
SIGN PACKAGE
(Attached)

CENTER PYLON SIGN NO. I



CENTER MONUMENT SIGN



REVISED 9/9/05



2939 ACADEMY WAY
SACRAMENTO CA 95815
PH: 916.927.0527
FAX: 916.927.2414
WWW.PACIFICNEON.COM
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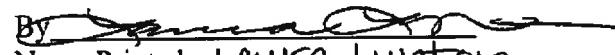
CONSENT OF LENDER
(Restated ECCRs)

The undersigned, JPMORGAN CHASE BANK, N.A., as purchaser of the subject loan from the Federal Deposit Insurance Corporation as receiver for WASHINGTON MUTUAL BANK, a federal association ("Lender"), in its capacity as the holder of the beneficial interest under that certain Deed of Trust, Security Instrument, Assignment of Leases and Rents and Fixture Filing dated as of October 8, 2007, and recorded on October 11, 2007, in the Official Records of King County, Washington as Instrument No. 2007-1011001694 (the "Deed of Trust"), hereby acknowledges receipt of the foregoing Amended and Restated Easements, Covenants, Conditions and Restrictions dated as of September 1, 2016 (the "Restated ECCRs"), by and between PACIFIC SERVICE COMPANY, INC. a Washington corporation ("Pacific Service"), and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company (successor by merger to LOWE'S HIW, INC., a Washington corporation), hereby expressly approves and consents to the terms and provisions of the Restated ECCRs, and hereby agrees that the lien of the Deed of Trust shall be and hereby is made subject and subordinate to the Restated ECCRs subject to the following: (a) Lender or any other person or entity that becomes the owner of the Shopping Center (each a "Successor Owner") as the result of a foreclosure of the Deed of Trust, deed in lieu of foreclosure, or any other exercise by Lender of its rights and remedies under the Deed of Trust the result of which Lender or any other Successor Owner becomes the owner of the Shopping Center (each, a "Foreclosure Event"), shall not be liable for any claims, liens, obligations or liabilities arising in connection with or resulting from the following: (i) a default by Pacific Service or any other Owner under the Restated ECCRs arising prior to the Foreclosure Event, or (ii) if Lender becomes the Successor Landlord, Lender shall have no liability with respect to the ECCRs after Lender no longer has any ownership interest in the Shopping Center, except to the extent such liability is caused by the acts or omissions of Lender during the period of Lender's ownership of the Shopping Center; (b) for purposes of Section 6.8 of the Restated ECCRs, the Deed of Trust shall constitute "a mortgage made in good faith and for value," and (c) no breach or default pursuant to the Restated ECCRs shall defeat, invalidate, foreclose or otherwise impair the obligations or priority of the Deed of Trust. Unless otherwise defined herein, all initially capitalized terms used herein shall have the meaning set forth in the Restated ECCRs.

[signatures on next page]

IN WITNESS WHEREOF, Lender has executed this Consent and Joinder as of September 12, 2016.

JPMORGAN CHASE BANK, N.A.

By 
Name Printed: Laura Linton
Title: Authorized Signatory

ACKNOWLEDGMENT

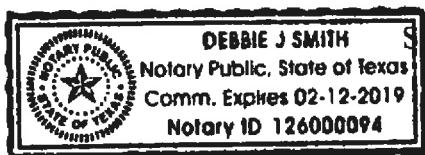
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
) ss.
County of Harris)

On Sept. 12, 2016, before me, Debbie J. Smith, a Notary Public in and for the State of California, personally appeared Laura Lynton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Debbie J. Smith