

COMMON
AREA

AGREEMENT

- SMITH'S (Kroger
Food 4 less)

(DESERT HILLS)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

RUTAN & TUCKER, LLP
611 Anton Blvd., Suite 1400
Post Office Box 1950
Costa Mesa, CA 92628-1950
Attention: Kim D. Thompson, Esq.

SPACE ABOVE LINE FOR RECORDER'S USE

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT AFFECTING REAL PROPERTY (the "Agreement") is made and entered into as of this 7th day of October, 1997 by and between DESERT HILLS ASSOCIATES, L.P., a California limited partnership ("Developer") and SUSAN SANDELMAN, Trustee of the Esther Jeffrey Trust and SUSAN SANDELMAN, Trustee of the Pasan Trust, each as to an undivided one-half (1/2) interest ("Sandelman").

R E C I T A L S

A. Developer is the owner of the real property situated in the City of Yucca Valley, County of San Bernardino, State of California, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "Developer Property"). Sandelman, concurrently herewith, has purchased from Developer the real property situated in the City of Yucca Valley, County of San Bernardino, State of California, which is described on Exhibit "B" attached hereto and incorporated herein by reference (the "Sandelman Parcel"). The Developer Property and the Sandelman Parcel are portions of the Shopping Center, commonly known as Desert Hills Plaza situated in the City of Yucca Valley, County of San Bernardino, State of California, which is legally described on Exhibit "C-1" and depicted on the site plan on Exhibit "C-2" attached hereto and incorporated herein by reference (the "Shopping Center").

B. Prior to acquiring the Shopping Center, Developer caused its predecessor-in-interest to record the Declaration of Restrictions and Grant of Easements dated October 7, 1991 and recorded on October 10, 1991 as Instrument No. 91-387058 which was amended by the First Amendment to Declaration of Restrictions and Grant of Easements dated April 7, 1994 (collectively the "Declaration"). All capitalized terms herein, unless specifically defined herein, shall have the same meaning as set forth in the Declaration.

1. Allocation of Costs and Expenses.

1.1 All such costs and expenses for the operation, maintenance and repair of the Common Area under Article III of the Declaration, including insurance premiums and the ten percent (10%) management fee described in subparagraph 1.2, are hereinafter referred to as the "Common Area Maintenance Expenses".

Common Area Maintenance Expenses shall include expenses incurred for ordinary operation, maintenance and repair expenditures as well as those expenditures which, in accordance with generally accepted accounting principles, are "capitalized" as opposed to "expensed".

1.2 Developer shall estimate the Common Area Maintenance Expenses to be incurred during each calendar year (which estimate shall be based on the prior year's expenses plus reasonably anticipated cost changes) and bill Sandelman monthly, in advance, during such calendar year for one-twelfth (1/12th) of Sandelman's proportionate share of the estimated charges for such calendar year. Said Common Area Maintenance Expenses shall include a management fee equal to ten percent (10%) of the Common Area Maintenance Expenses paid or incurred by the Developer. Sandelman's proportionate share of such costs and expenses shall be established based on the fraction, the numerator of which is the Permitted Floor Area its Parcel and the denominator of which is the Permitted Floor Area upon all Parcels which have been improved with Building Floor Area. If Sandelman objects to any anticipated cost changes included within such estimate by the Developer, the Developer shall promptly provide supporting documentation, an explanation and/or other information sufficient to establish the reasonableness of such anticipated cost upon receipt of written request from Sandelman. Said monthly payments shall be due and payable on or before the first day of each calendar month, in advance. In such event, however, the Developer shall provide Sandelman with (i) a statement of the actual Common Area Maintenance Expenses incurred during such calendar year within ninety (90) days of the expiration of such calendar year, at which time the Developer shall reimburse or allow a credit against the next Common Area Maintenance Expenses payable under this Paragraph for any overpayment or Sandelman shall reimburse the Developer for any underpayment of its proportionate share of the Common Area Maintenance Expenses for such calendar year within fifteen (15) days of receipt of said statement and (ii) a written statement of the Developer's estimated charges for such calendar year, at least thirty (30) days prior to the commencement of such calendar year (or within 30 days of the Commencement Date in the case of the first such calendar year). If all or any portion of such fractions of said total is not so paid, the same shall be deemed delinquent, and, if not paid within ten (10) days of receipt of a written notice of such delinquency, the amount thereof shall bear interest thereafter at an annual rate of interest equal to two (2) percentage points above the prime or reference rate of interest then charged by the Bank of America NT&SA to its most creditworthy corporate customers (but in no event to exceed the maximum rate allowed by law) until paid, and the Developer shall have a lien on the interests and/or property of Sandelman in the Shopping Center for said unpaid amount and interest. Any such lien shall be enforceable as provided in

Subsection 1.4 below.

1.3 The Developer shall keep and preserve books of account covering the Common Area Maintenance Expenses. Sandelman and any tenant or subtenant to whom such right has specifically been granted in its lease or sublease by a Sandelman and/or their authorized representatives shall have the right to examine and/or audit the books of the Developer at their initial cost and expense during reasonable business hours, following reasonable notice and without unreasonable frequency. Appropriate adjustments shall be made for errors in the computation of such costs revealed by such examination and/or audit. The Developer shall retain its Common Area Maintenance Expenses records for at least five (5) years and provide copies of receipted invoices, bills and/or statements evidencing the charges paid by the Developer included within the Common Area Maintenance Expenses for up to the preceding twelve (12) month period, certified as correct by the Developer, to Sandelman if requested. The Developer hereby agrees to reimburse Sandelman for any payment due Smith's for overpayment by Smith's prior to the date of this Agreement which Sandelman is required to pay to Smith's or Smith's offsets against rent under the Lease, it being the intent of the parties that Developer is responsible for any over payment by Smith's prior to the date of this Agreement. Furthermore, in the event Developer discovers an underpayment by Smith's prior to the date of this Agreement, Sandelman shall cooperate with Developer in collecting such amount which shall be paid to Developer, provided such cooperation shall be at no cost or expense to Sandelman nor require Sandelman to terminate the Smith's Lease.

1.4 The liens provided for in Subsection 1.2 hereinabove may be filed for record by the party entitled thereto as a claim of lien against the interests and/or property of Sandelman in the Shopping Center, which shall contain at least:

(a) A verified statement of the unpaid amount of costs and expenses;

(b) A description sufficient for identification of the interests and/or property in and to that portion of the Shopping Center of the Sandelman which is the subject of the lien; and

(c) The name of Sandelman, a statement that Sandelman is a defaulting person or entity (or reputed defaulting person or entity that owns the interests and/or property which is the subject of the alleged lien.

Such lien, when so established against the real property (including leasehold and/or subleasehold estates) described in said lien shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing of such lien and the priority of such lien shall date from the date that such claim of lien is recorded as required by this Paragraph. Such lien shall be a lien with power of sale and shall be for the use and benefit of the person filing same, and may be enforced and foreclosed in a suit or action brought in any court of competent

jurisdiction.

2. Smith's Lease Provisions. So long as the Lease dated February 18, 1994, as amended ("Smith's Lease") by and between Developer and Smith's Food & Drug Centers, Inc., a Delaware corporation, its successors and assigns and subtenants ("Smith's") remains in effect, the following provisions shall be applicable:

2.1 Common Area Maintenance Expenses. The management fee included in the Common Area Maintenance Expenses pursuant to Section 1.2 above shall be reduced from ten percent (10%) to seven and one-half percent (7.5%) of the Common Area Maintenance Expenses paid or incurred by the Developer. In addition, the Common Area Maintenance Expenses payable by Sandelman hereunder shall be limited to the Common Area Maintenance Expenses payable by Smith's under the terms of Section 7 of the Smith's Lease. The foregoing limitation shall only pertain to amounts "payable" and not "paid" by Smith's under the Smith's Lease and shall not be affected by defenses to Smith's obligations thereunder for any matter other than the definition of Common Area Maintenance Expenses payable under the Smith's Lease. It shall not be affected due to any failure of Sandelman to perform under the lease or include defenses to the obligations of Smith's beyond the definition of Common Area Maintenance Expenses, such as defenses based upon the bankruptcy or insolvency of Smith's or any assignee or sublessee of Smith's. In the event of any audit by Smith's of Common Area Maintenance Expenses under the Smith's Lease, the obligation of Sandelman hereunder shall account for any refund owed to Smith's or underpayment made by Smith's resulting from such audit.

The fifteen (15) day period set forth in Section 1.2 above shall be extended to twenty (20) days.

Developer shall provide Sandelman with the budget and other information reasonably necessary for Sandelman to comply with the obligations of the Landlord under Sections 7.2.1.4 and 7.3.2 of the Smith's Lease.

In addition, the amounts payable by Sandelman hereunder shall be adjusted to reflect any difference between the amounts payable by Smith's for real property taxes and assessments under Section 18 of the Smith's Lease and the real property taxes and assessments assessed against the Sandelman Parcel. In the event the amounts payable by Smith's for real property taxes and assessments under Section 18 of the Smith's Lease are less than the real property taxes and assessments assessed against the Sandelman Parcel, Sandelman shall be credited hereunder an amount equal to the difference between the amounts payable by Smith's for such taxes and the amount assessed against the Sandelman Parcel. In the event the amounts payable by Smith's for real property taxes and assessments under Section 18 of the Smith's Lease are greater than the real property taxes and assessments assessed against the Sandelman Parcel, Developer shall be credited hereunder an amount equal to the difference between the amounts payable by Smith's for such taxes and the amount

assessed against the Sandelman Parcel.

In the event Sandelman is entitled to any reimbursement hereunder as a result of an audit or any calculation hereunder results in Developer being obligated to pay Sandelman, such amount shall be deemed delinquent, and, if not paid within ten (10) days of receipt of a written notice of such delinquency, the amount thereof shall bear interest thereafter at an annual rate of interest equal to two (2) percentage points above the prime or reference rate of interest then charged by the Bank of America NT&SA to its most creditworthy corporate customers (but in no event to exceed the maximum rate allowed by law) until paid, and the Sandelman shall have a lien on the interests and/or property of Developer in the Shopping Center for said unpaid amount and interest. Any such lien shall be enforceable as provided in Subsection 1.4 above.

Sandelman hereby agrees to cooperate with Developer and to execute all documents reasonably required in connection with amending the Smith's Lease pertaining to the payment of taxes and Common Area Maintenance Expenses, provided that such cooperation and execution of documents shall not be implied to include any expenditures of funds or any agreement to expend funds on the part of Sandelman and provided further that any such amendment or modification shall be subject to the reasonable consent of Sandelman.

2.2 Additional Use Restriction. Developer shall not permit operation of any restaurant (fast-food or sit-down), health spa or gym within three hundred feet (300') of any exterior wall of the Leased Premises, the "Limited Use Area", and that except for tenants existing as of February 18, 1994 and continuing thereafter (the "Existing Tenants") in the Shopping Center, it shall not permit general or business offices, within three hundred feet (300') of any exterior wall of the Leased Premises (as defined in the Smith's Lease), the "Retail Limited Use Area", and that except for presently existing tenants during the term of their lease ("Existing Lease") and any granted options in the Shopping Center, Developer shall not permit the use or operation of any portion of the Shopping Center for any entertainment or recreational facility, including, but not limited to, a bowling alley, skating rink, theater, pool hall, billiard room, game parlor, massage parlor, bar, tavern, night club, dance hall, or other place of public or private amusement. All tenants and the facilities subject to such tenancies existing at the time of this Agreement, including presently granted option periods, (but not tenancies of Existing Tenants beyond the existing terms of Existing Leases, including presently granted option periods under Existing Leases), and as to only the area used and occupied by the immediate successor occupant of Existing Tenants within a reasonable period following the termination of the existing tenancy, the facility upon which such use is now existing shall be exempt from such restrictions and requirements. Notwithstanding the foregoing, non-retail uses such as medical and dental practitioners and other uses which have

minor to moderate impacts on parking shall be considered by Sandelman and/or Smith's on a case by case basis, for leases within the areas designated on Exhibit "C-2" hereto as Retail Limited Use space and shall be subject to Sandelman and/or Smith's' prior review and approval, provided that the determination of the impact of such use on Smith's' business shall be in Sandelman and/or Smith's' sole and absolute discretion during the period Smith's, rather than any subtenant or assignee of Smith's, is in occupancy, and in the reasonable discretion of any such subtenant or assignee.

Smith's shall have the right to approve any restaurant use in Building "20", as designated in the Site Plan, pursuant to the terms of the Third and Fourth Amendment to the Smith's Lease. Developer shall have the right to permit the operation of any (i) "family style" restaurant; (ii) full service restaurant (which may or may not serve distilled alcoholic beverages) which does not require parking which is detrimental to the parking utilized by Smith's, as determined by Smith's in its sole discretion; (iii) "fast-food" restaurant which is approved by Smith's; (iv) restaurant which is, or is similar in nature to, a Marie Callender's, Coco's, International House of Pancakes, (v) a pancake house or family dinner house; or (vi) another type of restaurant which is approved by Smith's which approval shall be in the sole reasonable discretion of Smith's based upon the impact of such restaurant on the parking for the Premises relative to the permitted uses identified. In the event a full service restaurant serves distilled beverages, it may do so only if the distilled beverage is served in conjunction with a meal and not at a bar, lounge, or separate area used for the serving of drinks or appetizers. It is specifically acknowledged by Developer and Sandelman that Smith's objects to the operation of a restaurant/bar such as T.G.I. Fridays and/or a fast food type of restaurant due to the impact of such use on the parking for the Smith's premises and no such use shall be permitted in Building "20".

2.3 Pad Restriction. The area designated on Exhibit "C-2" as the "Restricted Pad" shall remain as common area to the Shopping Center, devoid of buildings thereon.

2.4 Smith's Maintenance of the Appurtenant Common Area. In the event Sandelman receives an objection from Smith's to the Budget, as defined in the Smith's Lease, which shall be a part of the information provided to Sandelman pursuant to Section 1.2 above, or a notice from Smith's that Sandelman or Developer has not adequately provided for the maintenance of the common area pursuant to Subsection 7.3.3 of the Smith's Lease or Smith's is otherwise entitled to assume control of the Appurtenant Common Areas under the Smith's Lease, Sandelman shall promptly provide Developer with such notice. In the event Smith's thereafter elects assume the common area maintenance and other obligations for the Appurtenant Common Areas, as defined in the Smith's Lease, effective as of the first (1st) day of the calendar month immediately following the date of Smith's written notice Sandelman shall have no further obligation to

reimburse Developer for maintaining the Common Areas. If Smith's elects to assume such responsibility, Sandelman shall advise Developer of such election in writing and thereafter Sandelman and Developer's maintenance reimbursement obligations pursuant to Section 1.2 shall be appropriately adjusted based on the relative area between the Appurtenant Common Areas and the Common Areas. Developer shall pay to Sandelman (or Smith's if Sandelman so directs) for its pro rata share of such expenses. Smith's' assumption of such common area maintenance obligations shall be for not more than annual periods. Developer shall meet with Smith's and Sandelman at the meeting scheduled sixty (60) days prior to the expiration of each annual period to determine whether or not Developer could perform such obligations at a cost equal to or less than the cost if done by Smith's for a comparable quality to that provided by Smith's. If at that time the parties determine that Developer can perform such obligations at a comparable level of service at the same cost as or less than Smith's, then Developer shall reassume this common area maintenance obligation at the end of the existing period. During any period that Smith's is performing the maintenance obligations under the Smith's Lease, Sandelman shall use commercially reasonable efforts to enforce Smith's' obligations to maintain records and the rights of audit set forth as to the landlord under the Smith's Lease and shall provide such records to Developer and audit such records at the request of Developer.

2.5 Common Area Lighting. In the event Smith's elects to operate in the Leased Premises on a twenty-four (24) hour basis and requires lighting of the common areas during nighttime hours after 9:00 P.M., if Developer is able to provide separate metering for electricity in the area confined to the diamond cross hatched area as shown on Exhibit "C-2" to the Smith's Lease, Sandelman shall pay any increases for electricity for such area if Developer can provide adequate proof of increase electricity costs attributable to Smith's 24 hour operation within such area, otherwise Sandelman shall pay only its pro rata share of electricity costs on the same ratio of all other common area expenses in the Shopping Center as set forth in this Agreement.

3. Exclusives. Developer hereby represents and warrants to Sandelman, that for purposes of Section 5.2(d) of the Declaration, neither Developer or any other Record Owner has granted an exclusive to a tenant occupying 6,000 square feet or more, except as follows:

A "non-traditional" grocery store, which means a warehouse type discount food store which is materially and substantially different than grocery stores operated by Smith's at a majority of its locations in southern California as of June 28, 1994. Such restriction shall continue in force and effect only so long as Sav-U-Foods, Sav-A-Lot Foods, or any successor in interest is a Tenant or occupant in the Shopping Center.

The restriction in Section 5.2(e) of the Declaration shall

continue in force and effect only so long as Smith's or its successor in interest is in occupancy of such property, and shall not pertain to Sav-U-Foods, Sav-A-Lot Foods, or its successor in interest.

4. Effect of Provisions.

4.1 Covenants, etc., Run With Land. Each and all of the covenants, restrictions, conditions and provisions contained herein (whether affirmative or negative in nature) (a) are made for the direct, mutual and reciprocal benefit of each tract or portion of the Shopping Center; (b) shall create mutual equitable servitudes upon each tract or portion of the Shopping Center in favor of every other tract; (c) shall constitute covenants running with the land; (d) shall bind every person have any fee, leasehold or other interest in any portion of any tract or portion of the Shopping Center at any time or from time to time to the extent that such tract or portion thereof is affected or bound by the covenant, restriction, condition or provision in question, or that such covenant, restriction, condition or provision is to be performed on such portion thereof, and (e) shall inure to the benefit of Developer and each other Record Owner, and the respective successors and assigns of their respective interests in their respective tracts or portions of the Shopping Center.

4.2 Dominant and Servient Estates. Each and all of the easements and rights herein granted or created are appurtenances to the benefited tracts in the Shopping Center, and none of such easements and rights may be transferred, assigned or encumbered except as an appurtenance to such benefited tract. The tract benefited by such easements and rights shall constitute the dominant estate, and the particular area in the tract which is burdened by such easements and rights shall constitute the servient estate.

4.3 Authority. Developer and Sandelman hereby represent and warrant to each other that such party has the unimpeded power and authority to execute, deliver and perform its obligations under this Agreement. Developer hereby represents and warrants to Sandelman that no consent or approval is required in connection with the valid execution and delivery in compliance with this Agreement by Developer.

5. General Provisions.

5.1 Successors. This agreement and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon the record owners and their respective successors and assigns.

5.2 Duration. Each easement, covenant, restriction agreement and undertaking pursuant to this agreement shall be for a term commencing on the date of recordation hereof in the Official Records of San Bernardino County, and expiring on January 31, 2051.

5.3 Enforcement; Injunctive Relief.

(a) In the event of a default or breach in the performance of any of the terms, covenants, conditions or restrictions hereunder, any Record Owner shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Record Owner, and the Record Owner curing such default shall have the right to recover from the defaulting Record Owner all costs and other sums expended in connection therewith, plus interest thereon at the rate of two percent (2%) per annum in excess of the prime rate published from time to time by the Wall Street Journal, or its successor, but not more than the maximum legal rate. All costs and expenses of curing any default hereunder, and interest on said amounts as set forth above, and all costs and expenses of any suit or proceeding, including attorneys' fees, shall be reimbursed by the defaulting Record Owner.

(b) In the event of any violation or threatened violation by any Person of any of the terms, covenants, conditions or restrictions herein contained, in addition to the other remedies herein provided, any or all of the Record Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. No other Person shall have the right to enjoin such violation or otherwise enforce the provisions of this agreement or be deemed to be a third party beneficiary hereunder.

5.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of Developer that this agreement shall be strictly limited to and for the purposes herein expressed.

5.5 Breach Shall Not Permit Termination. No breach of this agreement shall entitle any Record Owner to cancel, rescind or otherwise to terminate this agreement, but such limitation shall not affect in any manner any other rights or remedies which such Record Owner may have hereunder by reason of any breach of this agreement.

5.6 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants or restrictions of this agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value, but such terms, conditions, covenants or restrictions shall be binding upon and effective against all persons who acquire any interest in the Shopping Center by foreclosure, trustee sale or otherwise.

5.7 Notices. Any notice, demand, request, consent, approval, designation, or other communication which any Record Owner is required or desires to give or make or communicate to any other Record Owner shall be in writing and shall be given or made or communicated by personal delivery, including private courier if a receipt is obtained, or by United States registered or certified mail, return receipt requested, addressed to the respective Record Owners as follows:

Developer:

Desert Hills Associates
270 Newport Center Drive, Ste. 100
Newport Beach, CA 92663
Attn: Scott T. Burnham

Sandelman:

c/o Kin Properties, Inc.
77 Tarrytown Road, Suite 100
White Plains, NY 10607-1620

Moore:

Stanley R. Moore and Jean E. Moore,
Trustees
3487 Seaglen Drive
Rancho Palos Verdes, CA 90274

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

7. Further Assurances. This Agreement is intended to convey rights and benefits granted by Developer to Smith's under the Smith's Lease, to Sandelman. Developer agrees to cooperate with Sandelman and to execute any documents reasonably required in connection with Sandelman's obligations under the Smith's Lease, so long as such cooperation is at no additional expense to Developer and such cooperation is in Developer's reasonable control and within Developer's ability.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

DESERT HILLS ASSOCIATES, L.P., a
California limited partnership

By: Burnham USA Equities, Inc.,
a California corporation,
general partner

By: Peter Burnham

Its: Vice President

"Developer"

[Signatures continued on next page.]

Susan Sandelman
SUSAN SANDELMAN, Trustee of the Esther
Jeffrey Trust

Susan Sandelman
SUSAN SANDELMAN, Trustee of the Pasan
Trust

"Sandelman"

STATE OF CALIFORNIA

COUNTY OF ORANGE

ss.

On OCTOBER 7, 1997, before me, JANET FRIEDRICH,
personally appeared PETER F. BOWIE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Janet Friedrich
Notary Public

[SEAL]

STATE OF ~~CALIFORNIA~~ ^{NEW YORK}

COUNTY OF WESTCHESTER

ss.

On September 25, 1997, before me, Laurel Gibaldi,
personally appeared Susan Sandelman

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Laurel Gibaldi
Notary Public

[SEAL]

LAUREL A. GIBALDI
Notary Public, State of New York
No. 02615051036
Qualified in Bronx County
Commission Expires May 28,

094/014170-0003/3095724.3 09/24/97

- 12 -

EXHIBIT "A"

DESCRIPTION OF DEVELOPER PROPERTY

PARCELS 2, 4 AND 5 OF PARCEL MAP NO. 14499, IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 178 OF PARCEL MAPS, PAGES 6 THROUGH 8, INCLUSIVE, RECORDS OF SAID COUNTY.

EXHIBIT "B"

DESCRIPTION OF SANDELMAN PARCEL

PARCEL NO. A:

PARCEL 1 OF PARCEL MAP NO. 14499, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 178 OF PARCEL MAPS, PAGES 6, 7 AND 8, RECORDS OF SAID COUNTY.

EXHIBIT "C-1"

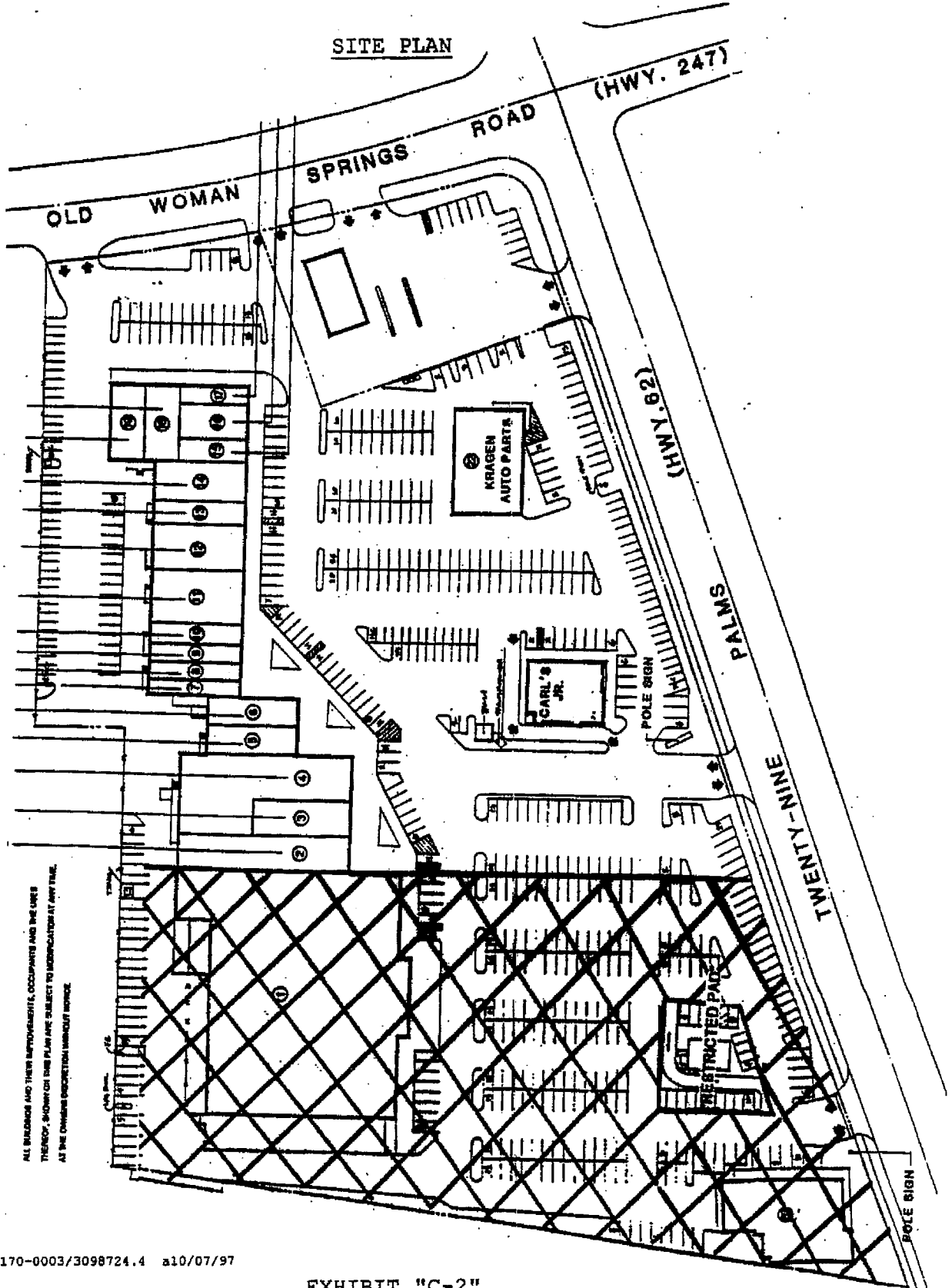
DESCRIPTION OF SHOPPING CENTER

Parcels 1 through 6 of Parcel Map 14499, in the town of Yucca Valley, County of San Bernardino, State of California, as per plat recorded in Book 178 of Parcel Maps, Pages 6 through 8 inclusive, records of said County.

EXHIBIT "C-1"

094/014170-0003/3098724.4 a10/07/97

(HWY. 247)



First Amendment

(Desert hills)

7
PLEASE COMPLETE THIS INFORMATION...

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO:

Rutan-Tucker, LLP
611 Anton Blvd. #1400
P.O. Box 1950
Costa Mesa, CA 92628
Kim D. Thompson, Esq.

Recorded in Official Records, County of
San Bernardino, Errol J. Mackzum, Recorder

Doc No. 19970376800
4:06pm 10/14/97

First American Title # 601

1	2	3	4	5	6	7	8	9	0
PG	FEE	APF	GMS	PH CPT	DRY CPT	ADD NM	PER PR	PCOR	
18	7.51								
			5			2	62L		
NON ST	LN	SVT	CIT-CD	TRANS TAX	RA	CHRS	EXAM		

SPACE ABOVE FOR RECORDER'S USE ONLY

Agreement Affecting Real Property
Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

RECORDED AT THE REQUEST OF:
FIRST AMERICAN TITLE INSURANCE CO.
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

RUTAN & TUCKER
611 Anton Blvd., Suite 1400
Post Office Box 1950
Costa Mesa, CA 92628-1950

1 FEE	12	8. 21	CHRG
2 MSYS	7	7 GMS	
3 PCOR		8 NO FEE	
4 ENT		8 ST FEE	6
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DOCUMENT #

94296432

RECORDED IN THE
OFFICIAL RECORDS OF
SAN BERNARDINO COUNTY
ERROL J MACKZUM
RECORDER

JUL 10 7 1994
8:00:00:AM

SPACE ABOVE LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Amendment") is made and entered into as of this 7 day of April, 1994 by and among DESERT HILLS ASSOCIATES, L.P., a California limited partnership ("Developer"), NORTHERN AUTOMOTIVE CORPORATION, an Arizona corporation ("Northern"), STANLEY R. MOORE AND JEAN E. MOORE, TRUSTEES OF THE MOORE TRUST UNDER DECLARATION OF TRUST DATED MAY 23, 1986 ("Moore").

R E C I T A L S

A. Developer is the successor in interest to Robert A. Baker, Receiver for Universal Financial, et al. and caused that certain Declaration of Restrictions and Grant of Easements dated October 7, 1991 to be recorded as Instrument No. 91-387058 in the Official Records of San Bernardino County, California (the "Declaration") as a condition to Developer's acquisition of the property which is the subject of the Declaration (the "Property"). All capitalized terms herein, unless specifically defined herein, shall have the same meaning as set forth in the Declaration.

B. A major grocery store operator ("Market"), as a condition to leasing Building 1 as designated on the Site Plan, has required that Developer obtain certain modifications to the Declaration as more particularly set forth herein.

C. Moore has acquired that portion of the Property which is subject to the Declaration legally described as Parcel 4 of Parcel Map 4576.

D. Developer, Northern and Moore desire to cooperate with Market in connection with such modification in order to induce Market to lease such space within the Shopping Center.

NOW, THEREFORE, the parties hereto have hereby agreed as follows:

1. Additional Prohibited Uses. Section 5.02 is hereby amended by adding the following as subsection (e):

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO AS AN ACCOMMODATION ONLY IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE.

FS21255014170-000313085951.1 04/07/94

"(e) No Record Owner and/or Occupant, except Market or its successors shall engage in the operation of a supermarket, grocery or drug store or lease, rent, occupy or permit to be occupied or used any other part of the Shopping Center for the storage, display, or sale of edible or non-edible groceries, meats, produce, frozen foods, dairy products, bakery products, prescription pharmaceuticals, or liquor for off-premises consumption, except that Developer may lease space for or operate a yogurt or ice cream store within the Shopping Center, provided that the floor area of such leased space or space utilized by Developer for such use does not exceed one thousand eight hundred (1,800) square feet. At such time as other tenants providing video rentals and/or off-premises film development within the Shopping Center cease providing these services or leave the Shopping Center, no record owner and/or occupant, except Market or its successors shall provide video rentals and/or off-premises film development."

The foregoing exclusive shall not be subject to the exception for incidental sales based upon ten percent (10%) of any Occupant's Floor Area in the aggregate.

2. Employee Parking. Developer hereby grants to Market the right to designate an employee parking area within any part of the common area designated for parking as set forth in the diamond cross-hatching on Exhibit "A", so long as such parking does not unreasonably directly impinge upon the parking spaces directly in front of any other tenant's space in the Shopping Center. The remaining Major and Owners hereby consent to such grant and designation.

3. Other Permitted Deviations from Declaration and/or Rules. Notwithstanding any other provisions of the Declaration and/or the Rules to the contrary, Market shall have the right to place vending machines, salt bags, peat moss and other items traditionally sold by Market upon the perimeter sidewalks of Building 1 for purposes of display and sale so long as such sales do not disrupt the normal flow of automobile or pedestrian traffic to other tenants of the Shopping Center. Market shall be allowed to conduct up to four (4), one (1) week long truck lot sales per year out of one (1) parked trailer in the parking area and access areas adjacent to Building 1 provided said use shall not restrict parking and through-ways of other tenants or their customers. If local and state law allows the use of video game and/or slot machine gambling, Market, notwithstanding any of the provisions in the Declaration and/or the Rules to the contrary, shall have the right to own and/or operate up to thirty (30) of such machines in Building 1.

4. Notices. Notices to Moore and Developer should be directed to the following address:

To Moore: Stanley R. Moore and Jean E. Moore, Trustees
3487 Seaglen Drive
Ranch Palos Verdes, CA 90274

94-296432

Developer:

DESERT HILLS ASSOCIATES
C/O Burnham USA Equities
1100 Newport Center Drive, Suite 100
Newport Beach, CA 92660

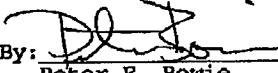
5. Counterparts. This Amendment and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

6. Effect of Amendment. Except as specifically set forth herein, the Declaration shall continue in full force and effect as previously written. The parties hereto hereby agree to modify the Declaration in accordance with Section 8.4 and agree to be bound by the terms thereof, as amended hereby.

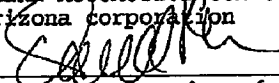
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

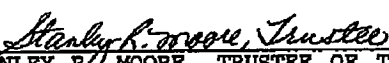
DESERT HILLS ASSOCIATES, L.P.,
a California limited partnership

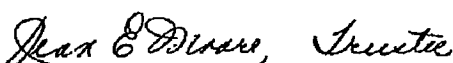
By: Burnham USA Equities, Inc., a
California corporation

By: 
Peter F. Bowie,
Executive Vice President

NORTHERN AUTOMOTIVE CORPORATION,
an Arizona corporation

By: 
Its: Vice President


STANLEY R. MOORE, TRUSTEE OF THE MOORE
TRUST UNDER DECLARATION OF TRUST DATED
MAY 23, 1986


JEAN E. MOORE, TRUSTEE OF THE MOORE
TRUST UNDER DECLARATION OF TRUST DATED
MAY 23, 1986

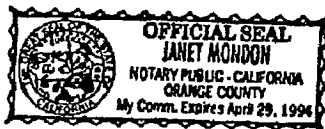
94-296432

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On April 7, 1994, before me, Janet Mondon,
personally appeared Peter F. Bowler

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Janet Mondon
Notary Public

[SEAL]

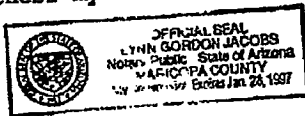
94-296432

ARIZONA
STATE OF ~~CALIFORNIA~~)
COUNTY OF MARICOPA) SS.

On April 28, 1994, before me, Lynn Gordon Jacobs,
personally appeared David LaBau

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Lynn Gordon Jacobs
Notary Public

[SEAL]

94-296432

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On June 17, 1994, before me, Patricia L. Hernandez, personally appeared Stanley R. Moore and Jean E. Moore

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

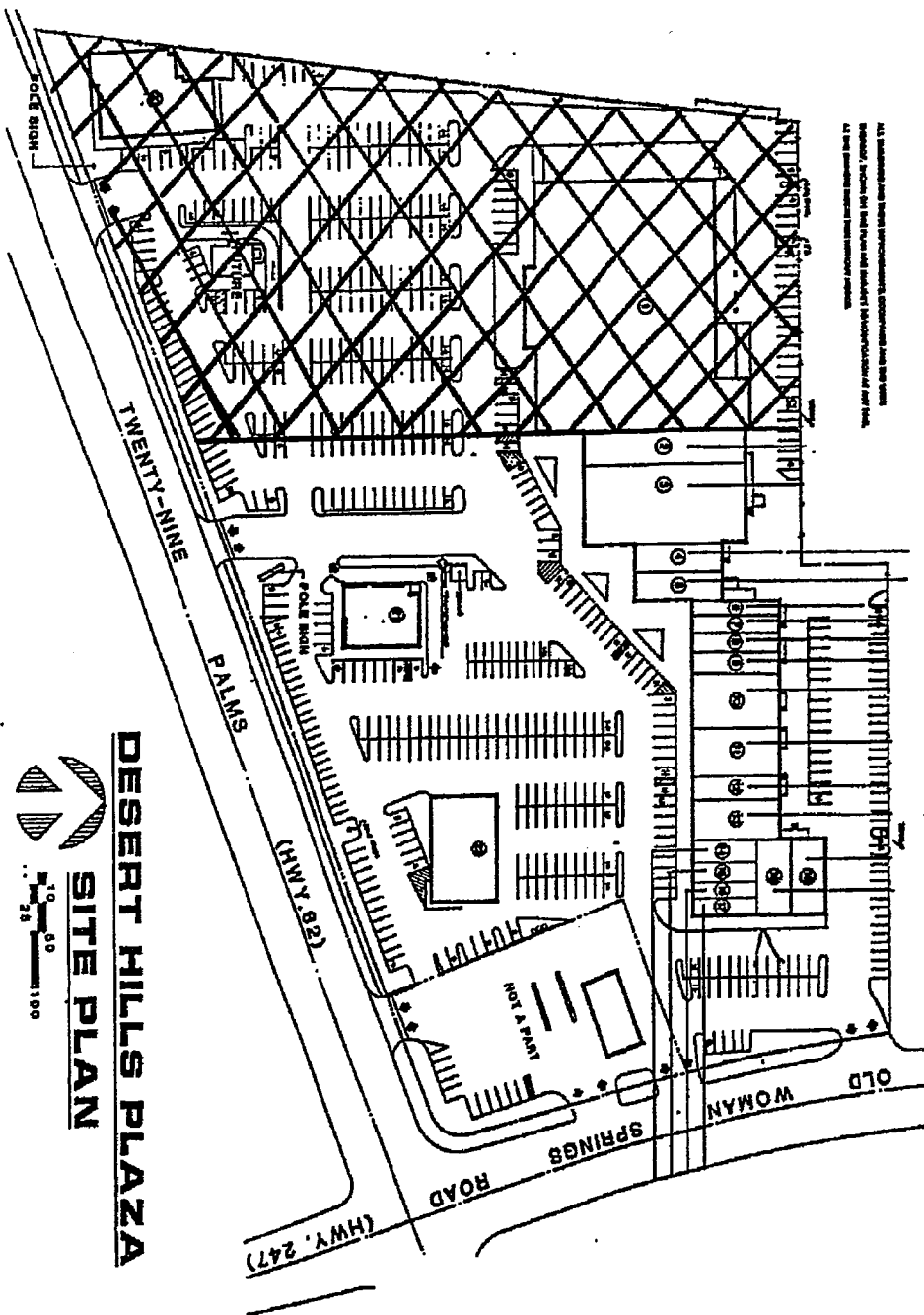
Witness my hand and official seal.

Patricia L. Hernandez
Notary Public



[SEAL]

94-296432



All dimensions and bearings are approximate and should not be used for legal purposes. The plan and map are for informational purposes only. All dimensions and bearings are approximate and should not be used for legal purposes.

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

Restriction
~~Restriction~~

&

Easement

Agreement

(DESERT HILL)

Recording requested by:
Hi-Desert Water District

83-274097

When recorded return to:
Hi-Desert Water District
6955 Old Woman Springs Rd.
Yucca Valley, Calif. 92284

RECORDED IN
OFFICIAL RECORDS

1983 NOV 21 AM 9:12

SAN BERNARDINO
CO. CALIF
FOR RECORDER'S USE

NO FEE
D

DOCUMENTARY TRANSFER TAX \$ _____

GRANT OF EASEMENT

FOR VALUE RECEIVED:

Al Peters

hereby GRANTS to the HI-DESERT WATER DISTRICT, an easement to construct, maintain, operate, repair, replace, renew, extend or remove pipelines for water purposes, within the following described property in the County of San Bernardino, State of California:

All of Parcel Nos. 1, 2, 3, and 4 as said Parcels are shown on Parcel Map No. 4576, which Map was filed for record on June 13, 1979 in Book 48 of Parcel Maps at Pages 4 and 5 in the office of the County Recorder of said County.

Said easement to continue in full force and effect so long as said pipeline is operated and maintained within the above-described property.

Dated: 11-15-83

Al Peters, & Recipients

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } S.S.

On this the 15th day of NOVEMBER, 1983, before me, DEBRA S. CUMMINS, the undersigned Notary Public, personally appeared AL PETERS,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) AS subscribed to the within instrument, and acknowledged that HE executed it. Witness my hand and official seal.

Real Property conveyed in the within Instrument to the Hi-Desert Water District, Yucca Valley, California, a body corporate and politic, is hereby accepted by order of its Board of Directors made on Reso. No. 285, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 15, 1983

By: Ernest A. Thompson
Secretary / Hi-Desert Water District

Debra S. Cummins
Notary Public in and for
said County and State.



83-274097

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by Grant of Easement on the 15th day of November, 1983, from Al Peters, Receiver, to the Hi-Desert Water District, a political corporation, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the Hi-Desert Water District, pursuant to authority conferred by Resolution No. 285, adopted to recordation thereof by its duly authorized officer.

DATED: November 15, 1983

HI-DESERT WATER DISTRICT

By Ernest A. Thompson
Ernest A. Thompson
Secretary of the Hi-Desert Water
District and of the Board of
Directors thereof.

(SEAL)

83-274097

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

91-387058

RUTAN & TUCKER
P.O. Box 1950
Costa Mesa, California 92628-1950
Attn: Kim D. Thompson, Esq.

(For Recorder's Use Only)

DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made and entered into as of this 2 day of October, 1991 by ROBERT A. BAKER, Receiver for Universal Financial, et al. ("Developer").

W I T N E S S E T H:

A. Developer is the owner in fee simple title of certain real property commonly known as Desert Hills Plaza (the "Developer Parcel") situated in the City of Yucca Valley, County of San Bernardino, State of California, which is described on Exhibit "A" attached hereto and incorporated herein by reference. The Developer Parcel and any additional property adjacent to the Developer Parcel and designated by Developer as a portion of the Shopping Center from time to time shall be collectively referred to herein as the "Shopping Center".

B. Developer has undertaken to establish the Shopping Center as an integrated development, and for such purposes does hereby affix and establish easements, covenants and restrictions upon and subject to which the Shopping Center shall be improved, used and maintained.

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following respective meanings:

1.1 Automobile Parking Area. The term "Automobile Parking Area" means those portions of the Common Area designated on the site plan attached hereto as Exhibit "B" (the "Site Plan") to be used for the passage and parking of motor vehicles, together with all improvements which at any

2/255/014170-0003/20 10/4/91

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time are permitted to be erected thereon, including paved surface automobile parking spaces and any subterranean or decked parking facilities which may be constructed in the future, access roads, driveways, incidental roadways, pedestrian stairways, walkways, sidewalks, curbs and landscaping within or adjacent to areas used for parking of motor vehicles.

1.2 Beneficial Users. The term "Beneficial Users" means each Record Owner (as hereinafter defined) and all other Occupants (as hereinafter defined) and all customers, employees and other business invitees of the Record Owners and other Occupants.

1.3 Common Area. The term "Common Area" means all areas within the boundaries of the Shopping Center which are made available, as hereinafter provided, for the use, convenience and benefit of all Beneficial Users and employee parking areas, if any, located upon land outside the Shopping Center which may from time to time be provided with the written approval of Developer. Common Area shall include, but not be limited to, Automobile Parking Area, as shown on the Site Plan. In addition, Common Area shall include rooms or areas used exclusively for Common Area maintenance office or housing Common Area equipment. Common Area shall not include any Floor Area, nor any truck ramps and loading and delivery areas.

1.4 Floor Area. The term "Floor Area" means the aggregate of the actual number of square feet of floor space, on all floors, in any structure, whether roofed or not, located in the Shopping Center, whether or not actually occupied, excluding basement space and subterranean areas and balcony and mezzanine space, so long as the same are not used for regular retail sales of merchandise, measured from the exterior faces or the exterior lines of the exterior walls, including basement walls, except party and interior common walls, as to which the center thereof instead of the exterior faces thereof shall be used.

The term "Floor Area" shall not include the following;

(a) The upper levels of any multi-deck stock areas created for convenience to increase the usability of space for stock purposes;

(b) Penthouse areas or other physically separated areas which are used exclusively to house mechanical, electrical, telecommunications, HVAC and other such building operating equipment, computer rooms (including management equipment systems areas), rooms housing equipment to operate point of sale terminals, trash rooms and trash compacting and baling rooms;

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(c) Any Common Area;

(d) The Shopping Center management and promotion offices and any community rooms, provided that the same shall not exceed 12,000 square feet of floor space in the aggregate;

(e) Emergency exit corridors or stairs between fire resistant walls required by building codes and not contained within any area exclusively appropriated for the use of any single Occupant; and

(f) All truck loading areas, truck tunnels and truck parking, turnaround and dock areas and ramps and approaches to such truck loading areas, truck tunnels and truck parking, turnaround and dock areas.

1.5 Majors. The term "Majors" shall mean the Occupants of Buildings 1 and 21 as designated on the Site Plan.

1.6 Mortgage; Mortgagee; Sale and Leaseback. The term "The Mortgage" means indenture or mortgages of interest of a Record Owner, or deeds of trust on the interest of a Record Owner.

1.7 Occupant. The term "Occupant" means any Record Owner and any Person from time to time entitled to the use and occupancy of Floor Area or other areas in the Shopping Center under any lease, license, concession agreement, deed or other instrument or arrangement.

1.8 Person. The term "Person" means an individual, partnership, firm, association and corporation or any other form of business or governmental entity, and the use of the singular shall include the plural.

1.9 Record Owner(s). The term "Record Owner(s)" means the Developer and its respective successors as to its interest in the Shopping Center or any part thereof, including but not limited to any Person which may acquire such interest by reversion upon termination of a lease.

1.10 Tract. The term "Tract" shall mean any portion of the Shopping Center owned by Developer or its respective successors and assigns.

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ARTICLE II

EASEMENTS

2.1 Automobile Passage and Parking Easements. Developer hereby establishes and grants for the use and benefit of all Beneficial Users nonexclusive easements, in common with each other, for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all Automobile Parking Area constructed on their respective Tracts from time to time designated for use as such within the Shopping Center, so that the Shopping Center may be used as an integrated development by the Beneficial Users, including but not limited to vehicular access to and from the improvements of the Record Owners and adjacent public thoroughfares and automobile parking for Occupants and their business invitees and employees and other Beneficial Users. Such easements shall affect and burden each and every portion of the Shopping Center which is improved from time to time for the parking or passage of vehicles.

2.2 Pedestrian Easements. Developer hereby establishes and grants for the use and benefit of all Beneficial Users nonexclusive easements, in common with each other, for the ingress and egress and passage of pedestrians into, out of, on, over and across all Common Area from time to time designated for use as such within the Shopping Center, so that the Shopping Center may be used as an integrated development by the Beneficial Users, including but not limited to pedestrian access to and from the improvements of each of the Record Owners and adjacent public thoroughfares. Common Area (including but not limited to Automobile Parking Area) may not be relocated, reconfigured or withdrawn without the consent of each Record Owner.

2.3 Utility Easements. Developer hereby establishes and grants for the use and benefit of each of the Record Owners non-exclusive easements under, through and across the Common Area of the Shopping Center for the installation, relocation, use and maintenance of water drainage systems or structures, water mains, sewers, telephone, television and electrical conduits or systems, or cables therefor, gas mains and lines, and other public utilities. Each Record Owner shall have the right to reasonably approve or disapprove the location of such facilities and easements upon its Tract and the timing of any construction, relocation or maintenance thereof. Except for above ground telephone and electrical facilities presently serving the Shopping Center, all such systems, structures, mains, sewers, conduits, lines and other utility facilities shall be installed below ground level and shall be maintained so as not to materially interfere with the business operations of any Occupant. Developer reserves

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the right to grant such utility easements to any governmental authority or private or public utility company upon the terms and conditions hereinabove provided.

2.4 Unimpeded Access Between Parcels. Developer covenants that free access between each portion of the Shopping Center through or across the Common Area shall be maintained at all times and shall not be impeded. Notwithstanding the foregoing, any Record Owner shall have the right to deny access at reasonable times to the portion of the Shopping Center owned or leased by such Person in order to prevent a dedication of such portion of the Shopping Center to the public, and shall have the right to prevent the unauthorized use of the Shopping Center by Persons who are not Beneficial Users.

2.5 Use by Beneficial Users. Subject to the adoption of any rules and regulations pursuant to this Declaration, the use of all easements provided for in this Article shall, in each instance, be nonexclusive and for the use and benefit of all Beneficial Users.

2.6 Non-Commercial Use. The Common Area shall not be used for commercial purposes by any Record Owner, Occupant or any other Beneficial User, except in accordance with the provisions of this Declaration and any rules and regulations adopted as provided herein. So long as Wickes Companies, Inc., a Delaware corporation or its successors or assigns is the Occupant in Building 1 as designated on the Site Plan, such Tenant shall have the right to conduct outdoor sales within the perimeter sidewalk of its Premises on a regular daily basis and outdoor sales in the area designated as the "Outdoor Sales Area" on the Site Plan (i) for a period of not more than thirty (30) days once a year during the months of November and/or December and (ii) subject to the written consent of Developer, which consent shall not be unreasonably withheld, for a period of one (1) week, no more than three (3) times per calendar year, so long as such sales do not disrupt the normal flow of automobile and pedestrian traffic in the Shopping Center.

2.7 Relocation of Utilities. Each Record Owner may relocate utility facilities within its Tract in the Shopping Center from time to time, at its own expense, provided, however, that such relocation shall be performed only upon thirty (30) days' written notice thereof to all other Record Owners using such utility facilities, and provided further that such relocation shall not interrupt, reduce or impair the usefulness or function of such utility facilities and shall be performed at the sole cost and expense of the Record Owner performing such relocation.

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2.8 Support; Settlement and Encroachment. There is reserved to Developer and granted to any Record Owner, the following reciprocal easements for the purposes set forth below:

(a) An easement appurtenant to each Tract which contains a building which is contiguous to another building or Common Area or other Tract, which improvement shall be dominant tenement and the contiguous improvements, Common Area or other Tract shall be the servient tenement.

(b) Said easement shall be for all purposes with respect to:

(i) Encroachments resulting from engineering errors, errors in original construction and support and accommodation of the natural settlement or shifting of structures, not to exceed a maximum width of three (3) feet;

(ii) Encroachment by reason of a roof or eaves overhang from improvements and for the maintenance of such roof or eaves overhang by the Record Owner of the dominant tenement; and

(iii) Encroachment of door steps, foundation footings, utilities and other appurtenances of fixtures and the maintenance thereof by the Record Owner of the dominant tenement, which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

ARTICLE III

OPERATION AND MAINTENANCE OF COMMON AREA

3.1 Management and Operation. The Common Area shall be managed, controlled and operated for the Record Owners by Developer. Developer is hereby designated as operator of the Common Area, and Developer hereby confirms such designation.

3.2 Rules and Regulations. The use and operation of the Common Area shall be governed according to the rules and regulations attached hereto as Exhibit "C", as amended from time to time by the Record Owners. The Record Owners, jointly or individually, may at any time and from time to time exclude and restrain any person from the use or occupancy of the Common Area, excepting Beneficial Users who

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make use of the Common Area in accordance with the rules and regulations described in this Section 3.2. If, in the opinion of any Record Owner, an unauthorized Person is using any of the Common Area, such Record Owner may demand that any Occupant permitting or otherwise responsible for such unauthorized use restrain such use by such Person by appropriate action or proceedings. Nothing herein contained shall prevent any Record Owner from removing any unauthorized Person.

3.3 Employee Parking Areas. Automobile Parking Areas within the Shopping Center to be used for motor vehicle parking by employees of Occupants are designated on the Site Plan as "Employee Parking Areas", subject to relocation from time to time by Developer. No employee shall be permitted to use any part of the Automobile Parking Area for motor vehicle parking except within such areas as may be designated for such purpose as provided herein. In no event shall such Employee Parking Areas be relocated to an area within one hundred feet (100') of any outside entrance to the premises of an Occupant or an unreasonable distance from any Occupant.

3.4 Maintenance of Common Areas. Developer shall maintain all Common Area within the Shopping Center and shall keep the same in good condition and repair, clean and free of rubbish, debris and hazards to Persons using such Common Area. Developer shall make or cause to be made all repairs, replacements or improvements as may be required to maintain all of the Common Area as required in this Declaration. Developer shall observe the following standards:

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

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

(c) Maintain within the Shopping Center such appropriate Automobile Parking Area entrance, exit and directional signs, markers and lights as shall be reasonably required and in accordance with the practices prevailing in the operation of similar shopping centers in Southern California.

(d) Clean Common Area lighting fixtures (but not those belonging to premises of Occupants), and relamp and reballast as needed, and illuminate the Common Area.

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(e) Repaint striping and maintain, repair and replace markers, directional signs and related traffic signs as necessary to maintain the same in good condition and repair.

(f) Maintain and replace landscaping as necessary to provide the general effect contemplated by such improvements. Trees and shrubbery shall be properly pruned or otherwise controlled to prevent any overgrowth, and shall receive sufficient watering to maintain a healthy and thriving appearance.

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

3.5 Parking Charges. Unless imposed by governmental authority, no admission or parking fee or charge shall ever be required, assessed or collected from any Beneficial User, except for charges which may be made to any Occupant pursuant to its lease or other agreement with Developer.

3.6 Relief Upon Sale of Interest. Except as otherwise provided in this Agreement, upon the assignment, conveyance, sale or other transfer by any Record Owner of its entire right, title and interest in its Tract, such Record Owner shall be released from the obligations of this Agreement as a Record Owner arising subsequent to the effective date of such sale or transfer (other than those obligations arising from any default by such party in the performance of any provisions of this Agreement prior to such sale or transfer, including payments of any amounts which may then be due and owing under this Agreement), provided that such Record Owner shall have given notice to all other Record Owners of such transfer and delivered the assumption statement required below concurrently with the filing for record of the instrument effecting the transfer, if required hereunder. In no event shall any transferee of any Record Owner be liable for any default under this Agreement of the transferring Record Owner which occurs prior to the effective date of the transfer of any right, title and interest in the effective Tract to the transferee; provided, however, that nothing contained in this Section 3.6 shall affect the existence, priority, validity or enforceability of any lien placed upon the affected parcel prior to the effective date of the transfer. Upon transfer by the Record Owner maintaining the Common Area under Article III of this Agreement of its entire right, title and interest in its Tract, such Record Owner shall be released from the obligations of this Agreement and its transferee shall succeed to such Record Owner and such Record Owner's rights and obligations hereunder and under any separate agreements

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between the transferor/Record Owner and each of the other Record Owners and/or Occupants.

3.7 Common Area Maintenance Costs. Obligations for the payment of, or reimbursement to Developer for the costs and expenses of the operation and maintenance of the Common Area by the Record Owners and/or Occupants shall be as set forth in separate agreements between Developer and each of the other Record Owners and/or Occupants.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.1 Building Areas. No building, structure or improvement of any kind shall be constructed, installed and maintained above the surface of the ground area of the Shopping Center except in a location designated as a building site on the Site Plan, or as a portion of Common Area improvement authorized by this Declaration. Developer and the other Record Owners shall have the right and hereby are granted easements to construct, reconstruct, erect, remove and maintain on, over, under and across building lines the following: sidewalks or walkways, footings, supports, canopies, flagpoles, stairways, roof and building overhangs, cornices, awnings, alarm bells, signs, lights, lighting devices, architectural (non-structural) columns, electric transformer enclosures, all to the extent reasonably required, and which does not interfere with the operation of a Record Owner's building and other similar appurtenances to the commercial buildings in the Shopping Center. All improvements, other than temporary construction facilities, if any, which would otherwise require the approval of all Record Owners pursuant to this Section 4.1, existing as of the date of this Agreement, are hereby approved.

4.2 Barriers. No hedge, fence, wall or other like barrier shall be constructed on or near the property line separating the one Tract or other portion of the Shopping Center from another Tract or portion of the Shopping Center, other than the improvements herein expressly permitted.

ARTICLE V

USE LIMITATIONS

5.1 Prohibited Uses and Conduct. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center, which use or operation is obnoxious to, or out of harmony with, the

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development or operation of the Shopping Center, including but not limited to the following:

- (a) Any public or private nuisance;
- (b) Any noise or sound that can be heard outside of the Floor Area of its origin and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) Solicitation of any kind, distribution of handbills or other materials, parading, rallying, patrolling, picketing, demonstrating or similar conduct outside the Floor Area;
- (d) Any noxious, toxic, caustic, or corrosive fuel or gas;
- (e) Any dust, dirt or fly ash in excessive quantities;
- (f) Any incineration, obnoxious odor, obnoxious noise, explosion or other damage or dangerous hazard;
- (g) Auction, fire, bankruptcy, going out of business or similar sale or the sale of any so-called "surplus", "Army and Navy," or "second-hand" goods or drug paraphernalia or "head shop" goods, as those terms are generally used at this time and from time to time hereinafter;
- (h) The sale, display or rental of any pornographic or sexually explicit books, magazines, literature, films or other printed material, sexual paraphernalia or other material which would be considered lewd, obscene or licentious;
- (i) Amusement centers (including but not limited bowling alleys, skating rinks, dance halls, amusement, video and other game arcades and movie theatres (excluding video and other game arcades as an incidental use of any Occupant approved by Developer), flea markets, banquet halls, storage operations, classrooms, auto or truck sales or repairs, gas stations, health spas, massage parlors and car washes; and
- (j) Billiard rooms, pool halls, bars or taverns (which are not part of a restaurant) except such operations in Building 19 as shown on the Site Plan; and
- (k) Theatre or training or educational facility. As used herein, "training or educational facility" includes, but is not limited to, a beauty school, barber

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college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers.

Existing buildings and existing Common Area as shown on the Site Plan are hereby approved. Plans and specifications for development of any additional Common Area in the Shopping Center not shown on the Site Plan, or for the construction of buildings excluding any expansion of Buildings 1, 2, 3 and 4 within the Expansion Area designated on the Site Plan, shall be referred to as "Improvement Plans". Improvement Plans may be prepared by Developer or any other Record Owner for the development of additional Common Area within its respective Tract. Upon such preparation, Improvement Plans shall be submitted to each of the other Record Owners for their approval in writing, and provided that the notice sent with such plans so specifies, the same shall be deemed approved unless disapproved within thirty (30) days from the date of delivery of such notice. To provide continuity and harmonious architectural treatment in the development of the Common Area prior approved Improvement Plans shall be followed as a guide in the preparation of any such additional Improvement Plans and in the establishment of conditions, standards and architectural treatment under which unimproved areas shall be improved or additional improvement shall be made.

5.2 Additional Prohibited Uses. The Shopping Center and each of the Tracts shall be subject to the following use restrictions:

(a) No Record Owner and/or Occupant, except Wickes Companies, Inc., a Delaware corporation or its successors ("Wickes") shall operate a home improvement store within the Shopping Center or a home improvement center or other business, conducted separately or as a part, department or concession of any other business, that engages principally in the sale (at retail or wholesale) of hardware, tools, lumber, wood and non-wood building materials, plumbing and electrical fixtures and equipment, paint, nursery (gardening) products, lawn and garden tools and supplies, and home contracting services for the installation of such merchandise, so long as Wickes is operating within the Shopping Center.

(b) No Record Owner and/or Occupant, except Northern Automotive Corporation, formerly known as Checker Auto Parts, Inc. or its successors ("Northern") shall engage in the sale of auto parts, supplies, accessories and bicycles, so long as Northern is operating within the Shopping Center.

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(c) No Record Owner and/or Occupant, except His Work, Inc., a California corporation or its successors ("His Work") shall engage in the sale of any furniture or appliance rental business, so long as His Work is operating within the Shopping Center.

(d) Any exclusive use provision reasonably granted by any Record Owner to an Occupant leasing not less than 6,000 square feet of Floor Area. Provided that this restriction shall be applicable only to leases entered into subsequent to the written notification to all Record Owners and Majors of the specific exclusive provisions granted hereunder.

This Section 5.2 shall not prohibit any Occupant from engaging in the sales described above as an incidental use to such Occupant's primary use in no more than ten percent (10%) of such Occupant's Floor Area in the aggregate.

ARTICLE VI

TAXES AND LIENS

6.1 Taxes. Each Record Owner (subject to the Leases or other separate agreements between Developer and each Occupant) shall pay, or cause to be paid, prior to delinquency, subject to the right to contest, all real estate taxes and assessments upon its respective Tract or portion of the Shopping Center, and on the buildings and improvements owned or leased by such Record Owner in the Shopping Center, provided that if the real estate taxes or assessments or any part thereof may be paid in installments, such taxes and assessments may be paid in installments as and when the same become due and payable.

6.2 Liens. Wherever under the terms of this Declaration any Record Owner is permitted to perform any work upon the Tract of another Record Owner or on the Common Area, it is expressly understood and agreed that such Record Owner will not permit any mechanic's, materialmen's or other similar liens to stand against the Tract for which such labor or materials has been furnished in connection with any such work performed by any such Record Owner. Such Record Owner may bond and contest the validity of any such lien, but upon final determination of the validity and the amount thereof, such Record Owner shall immediately pay the amount of any judgment rendered, with all proper costs and charges, and shall have the lien released at such Record Owner's expense.

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ARTICLE VII

EFFECT OF PROVISIONS

7.1 Covenants, etc., Run With Land. Each and all of the covenants, restrictions, conditions and provisions contained herein (whether affirmative or negative in nature) (a) are made for the direct, mutual and reciprocal benefit of each Tract or portion of the Shopping Center; (b) shall create mutual equitable servitudes upon each Tract or portion of the Shopping Center in favor of every other Tract; (c) shall constitute covenants running with the land; (d) shall bind every person having any fee, leasehold or other interest in any portion of any Tract or portion of the Shopping Center at any time or from time to time to the extent that such Tract or portion thereof is affected or bound by the covenant, restriction, condition or provision in question, or that such covenant, restriction, condition or provision is to be performed on such portion thereof, and (e) shall inure to the benefit of Developer and each other Record Owner, and the respective successors and assigns of their respective interests in their respective Tracts or portions of the Shopping Center.

7.2 Dominant and Servient Estates. Each and all of the easements and rights herein granted or created are appurtenances to the benefitted Tracts in the Shopping Center, and none of such easements and rights may be transferred, assigned or encumbered except as an appurtenance to such benefitted Tract. The Tract benefitted by such easements and rights shall constitute the dominant estate, and the particular area in the Tract which is burdened by such easements and rights shall constitute the servient estate.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Successors. This Declaration and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon the Record Owners and their respective successors and assigns.

8.2 Duration. Each easement, covenant, restriction agreement and undertaking pursuant to this Declaration shall be for a term commencing on the date of recordation hereof in the Official Records of San Bernardino County, and expiring on January 31, 2051.

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8.3 Enforcement; Injunctive Relief.

(a) In the event of a default or breach in the performance of any of the terms, covenants, conditions or restrictions hereunder, any Record Owner shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Record Owner, and the Record Owner curing such default shall have the right to recover from the defaulting Record Owner all costs and other sums expended in connection therewith, plus interest thereon at the rate of two percent (2%) per annum in excess of the prime rate published from time to time by the Wall Street Journal, or its successor, but not more than the maximum legal rate. All costs and expenses of curing any default hereunder, and interest on said amounts as set forth above, and all costs and expenses of any suit or proceeding, including attorneys' fees, shall be reimbursed by the defaulting Record Owner.

(b) In the event of any violation or threatened violation by any Person of any of the terms, covenants, conditions or restrictions herein contained, in addition to the other remedies herein provided, any or all of the Record Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. No other Person shall have the right to enjoin such violation or otherwise enforce the provisions of this Declaration or be deemed to be a third party beneficiary hereunder.

8.4 Modification. This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except by Developer, each Major and any other Record Owner, except any Record Owner of only the legal parcel on which Building 19 is located. Such modification or rescission shall be made only by written instrument duly executed and acknowledged by such requisite Person and shall be duly recorded in the Office of the Recorder of Riverside County, California.

8.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of Developer that this Declaration shall be strictly limited to and for the purposes herein expressed.

8.6 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Record Owner to cancel, rescind or otherwise to terminate this Declaration, but such limitation shall not affect in any manner any other rights or

remedies which such Record Owner may have hereunder by reason of any breach of this Declaration.

8.7 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants or restrictions of this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but such terms, conditions, covenants or restrictions shall be binding upon and effective against all Persons who acquire any interest in the Shopping Center by foreclosure, trustee sale or otherwise.

8.8 Severability. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

8.9 Ownership of Shopping Center. The fee or leasehold ownership of the entire Shopping Center by one Person shall not affect, or result in the termination of this Declaration.

8.10 Approvals. Unless provision is made for a specific period of time for the giving of a consent or approval hereunder, such time period shall be twenty (20) days from receipt of a request for same, and if any Record Owner or Major shall neither approve nor disapprove a submittal within said twenty (20) day period, the Record Owner or Major shall be deemed to have given its approval. If a Record Owner or Major shall disapprove a submittal, the reasons therefor shall be stated. No consent or approval shall be unreasonably withheld, except in those express instances herein provided in which consent or approval may be given or withheld in a Person's sole and absolute discretion.

8.11 Notices. Any notice, demand, request, consent, approval, designation, or other communication which any Record Owner is required or desires to give or make or communicate to any other Record Owner shall be in writing and shall be given or made or communicated by personal delivery, including private courier if a receipt is obtained, or by United States registered or certified mail, return receipt requested, addressed to the respective Record Owners as follows:

Developer: Robert A. Baker, Receiver for Universal
Financial
1717 So. State College Blvd., Suite 250
Anaheim, CA 92806

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Wickes: Wickes Companies, Inc.
2877 Surveyor Street
Pomona, CA 91768
Attn: Julie Leverton, Assistant
Vice President, Real Estate

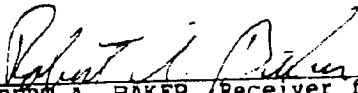
With Copy to: Wickes Companies, Inc.
40 Parker
Irvine, CA 92715
Attn: Real Estate Department

Northern: Northern Automotive
645 E. Missouri Avenue, Suite 400
Phoenix, AZ 85012
Attn: Legal Department

or to such substitute address as any Record Owner may be notified of in writing by any other respective Record Owner. Any notice, demand, request, consent, approval, designation, including any copy thereof, or other communication so sent shall be deemed to have been given, made or communicated on the date the same was personally delivered or deposited in the United States mail as registered or certified matter, with postage thereon fully prepaid. If any such notice requires any action or response by the recipient, such fact shall be clearly stated in the notice.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.


ROBERT A. BAKER, Receiver for
Universal Financial, et al.

"Developer"

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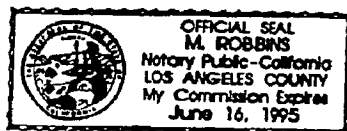
STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On the 25th day of October, 1991, before me, the undersigned, a Notary Public in and for said State and County, personally appeared ROBERT A. BAKER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

M. Robbins
Notary Public

(SEAL)



91-387058

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. "A":

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4576, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 48 OF PARCEL MAPS, PAGES 3 AND 4, RECORDS OF SAID COUNTY.

PARCEL NO. "B":

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 1, TRACT NO. 4856, JOSHUA FOREST ESTATES NO. 2, AS SHOWN ON A MAP THEREOF, RECORDED IN BOOK 70 OF MAPS, PAGES 94 TO 97, INCLUSIVE, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL NO. 1 OF PARCEL MAP NO. 4576, AS RECORDED IN PARCEL MAP BOOK 48, PAGES 3 AND 4, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 69

DEG. 34' 06" WEST, A DISTANCE OF 163.08 FEET; THENCE SOUTH 20 DEG. 25' 54" EAST, A DISTANCE OF 49.00 FEET; THENCE NORTH 0 DEG. 25' 54" WEST, A DISTANCE OF 21.88 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 24.43 FEET THROUGH A CENTRAL ANGLE OF 70 DEG. 00. 00" TO THE END OF SAID TANGENT CURVE; THENCE NORTH 69 DEG. 34' 06" EAST, A DISTANCE OF 36.72 FEET; THENCE NORTH 76 DEG. 49' 11" EAST, A DISTANCE OF 97.10 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2041.89 FEET WHICH BEARS NORTH 76 DEG. 49' 11" EAST RADially FROM THE CENTER OF SAID CURVE; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 27.80 FEET THROUGH A CENTRAL ANGLE OF 0 DEG. 46' 18" TO THE TRUE POINT OF BEGINNING.

PARCEL NO. "C":

91-387058

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 1, TRACT NO. 4856, JOSHUA FOREST ESTATES NO. 2, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 70, PAGES 94 TO 97, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 107.75 FEET NORTH 69 DEG. 34' 06" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1 FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 20 DEG. 25' 54" WEST, 55.00 FEET; THENCE NORTH 69 DEG. 34' 06" EAST, 40.00 FEET; THENCE SOUTH 20 DEG. 25' 54" EAST, 50.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 145 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 34.69 FEET, THE LONG CHORD OF SAID CURVE BEARS SOUTH 62 DEG. 42' 53" WEST, 34.61 FEET; THENCE SOUTH 69 DEG. 34' 06" WEST, 5.64 FEET TO THE POINT OF BEGINNING.

PARCEL NO. "D":

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF TWENTYNINE PALMS OUTER HIGHWAY NORTH VACATED BY THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, RECORDED FEBRUARY 26, 1975, IN BOOK 8623, PAGE 642, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 1 OF TRACT 4856, JOSHUA FOREST ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 70, PAGES 94 THROUGH 97, INCLUSIVE OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF PARCEL NO. 1, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 4576, AS RECORDED IN PARCEL MAP BOOK 48, PAGES 3 AND 4 OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY; THENCE SOUTH 69 DEG. 34' 06" WEST ALONG A SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 163.08 FEET; THENCE SOUTH 20 DEG. 25' 54" ALONG AN EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 69 DEG. 34' 06" EAST, A DISTANCE OF 5.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 145 FEET AND HAVING A LONG CHORD BEARING NORTH 62 DEG. 42' 53" EAST WITH A CHORD LENGTH OF 34.61 FEET; THENCE ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 34.69 FEET TO A POINT OF CUSP; THENCE SOUTH 20 DEG. 25' 54" EAST, A DISTANCE OF 54.13 FEET TO A POINT ON THE NORTHERLY LINE OF TWENTY-NINE PALMS HIGHWAY (100 FEET WIDE) AS SHOWN ON SAID MAP; THENCE SOUTH 69 DEG. 34' 06" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHEASTERLY PROLONGATION OF THE ABOVE MENTIONED EASTERLY LINE OF SAID PARCEL NO. 1; THENCE NORTH 20 DEG. 26' 54" WEST ALONG SAID SOUTHEASTERLY PROLONGATION AND ALONG SAID EASTERLY LINE FOR A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

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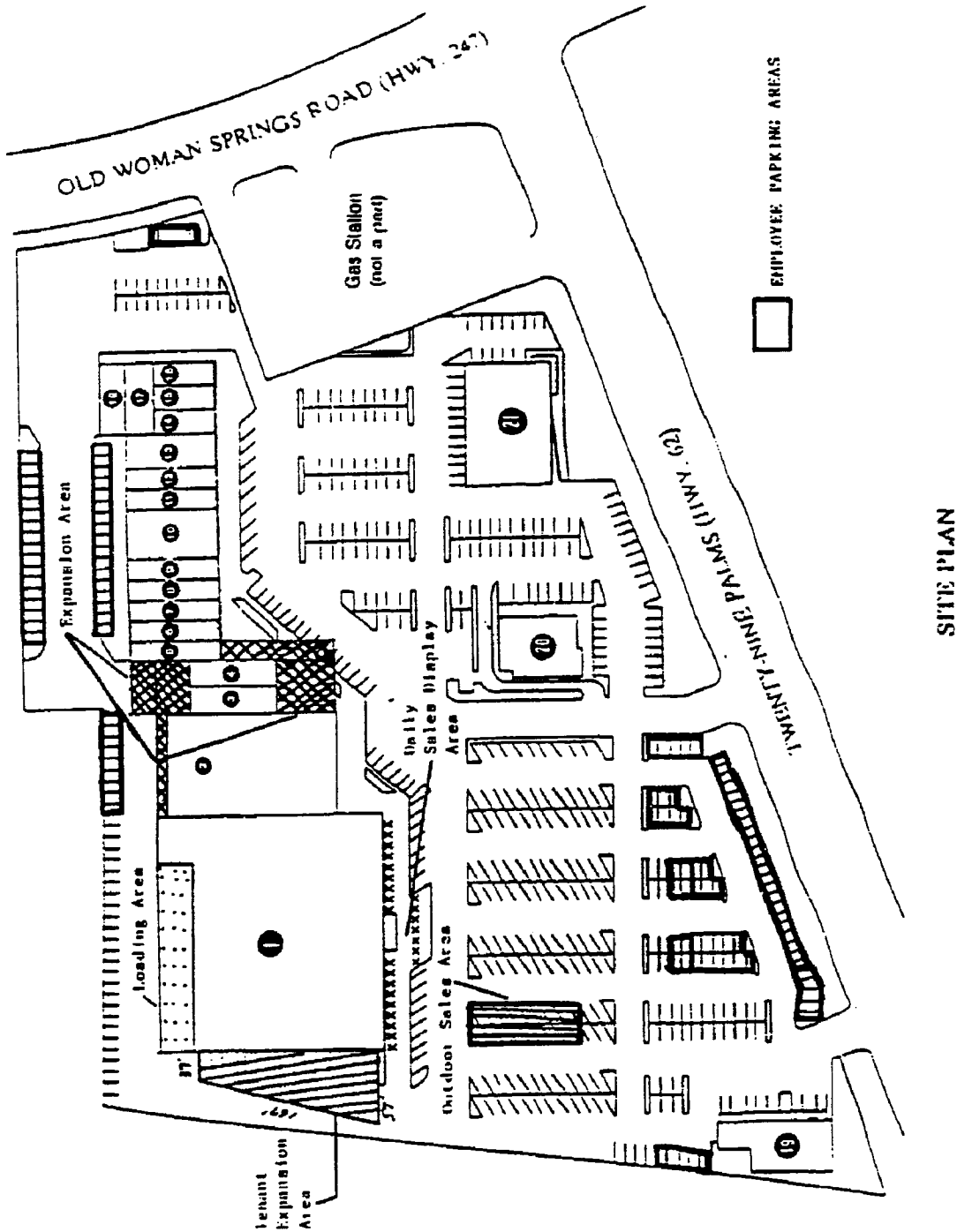


EXHIBIT "B"

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EXHIBIT "C"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only in the areas and through the entrances designed for such purposes, if available.

2. No person shall use any utility areas, truck facility or other area reserved for use in connection with the conduct of business except for the specific purposes for which permission to use such area is given.

3. No person without the express written consent of Landlord shall within the Shopping Center:

(a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, periodical, book, pamphlet or other matter whatsoever.

(b) Exhibit any sign, placard, banner, notice or other written material;

(c) Distribute any circular, booklet, handbill, placard or other material;

(d) Solicit membership in any organization, group or association or contribution for any purpose;

(e) Parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the common areas by Landlord, or any occupant or any employee, or invitee of any occupant, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any business establishment within the center;

(f) Use the common area for any purpose when none of the business establishments within the Shopping Center are open for business or employment;

(g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;

(h) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvements within, or property situated within the center;

EXHIBIT "C"

2/255/014170-0003/18 10/4/91

(i) Park trucks or other commercial vehicles in the portions of the common areas visible from the public streets for a longer period than reasonably necessary to load and unload goods.

4. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.

5. The plumbing facilities shall not be used for any purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agent or invitees shall have caused it.

6. All Floor Area, including vestibules, entrances and exits, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition.

RECORDED IN OFFICIAL RECORDS
OCT 10 1991 AT 3:00AM
SAN BERNARDINO COUNTY, CALIF.

91-387058

1 FEE	6. 41
2 M. 15	CHRG
3 23	7 GIMS
4 100	8 NO FEE
4 100	9 ST FEE
5 SVY	
5 OTT	D

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”