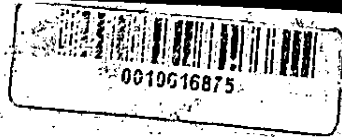


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EXHIBIT

ATTACHED TO

0010616875

DOCUMENT NUMBER

7-12-01

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Cook County Recorder 79.00

Arnold Weinberg
KATZ RANDALL WEINBERG &
RICHMOND
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606
(312) 807-3800

Permanent Tax Index Nos.

04-27-301-014-0000
04-34-200-013-0000

EXHIBIT ATTACHED

**DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION ("Declaration") is made this 20th day of June, 2001, by DOMINICK'S FINER FOODS, INC., a Delaware corporation (the "Declarant").

RECITALS:

A. Declarant is the owner of a parcel of land located in the Village of Glenview (the "Village"), Cook County, Illinois, which parcel of land is legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Shopping Center Parcel").

B. Declarant is also the owner of an additional outlot parcel of land contiguous to the Shopping Center Parcel, which outlot parcel is legally described on Exhibit B attached hereto and by this reference incorporated herein (the "Outlot").

C. The Shopping Center Parcel and the Outlot are part of a retail/commercial development commonly known as the Glen, which is subject to a certain Declaration of Protective Covenants, Conditions and Restrictions dated November 30, 1999 and recorded on December 6, 1999 as Document No. 9134902 in favor of the Village (the "Glenview Declaration").

D. Declarant desires to establish for itself, its successors and assigns and the owners and occupants from time to time of the Shopping Center Parcel and the Outlot and their customers, employees, agents, and invitees certain covenants, easements, conditions and restrictions in order to provide for the harmonious and complimentary use of the Shopping Center Parcel and the Outlot (said Shopping Center Parcel and the Outlot being sometimes hereinafter collectively referred to as the "Shopping Center").

BOX 333-CTI

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NOW, THEREFORE, the Declarant declares and covenants that the Shopping Center Parcel and the Outlot, are and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges and liens as hereinafter set forth.

1. **Definitions.** The following words, when used in this Declaration, shall have the following meanings:

1.1 "**Common Areas**" shall mean all areas within the Shopping Center other than "building areas". Building areas are those areas on which a building is now built or hereafter constructed. The Common Areas shall include, but not be limited to, all sidewalks, walkways, aisles, vehicular driveways, parking areas, entrance and exits and the landscaped areas.

1.2 "**Constant Dollars**" means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for the month during which this Declaration is dated; the "**Current Index Number**" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "**Index**" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the United States Department of Commerce (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Declarant shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.3 "**Declarant**" shall mean Dominick's Finer Foods, Inc., and any successor in interest or assignee of such party.

1.4 "**Floor Area**" shall mean the actual number of square feet of floor space contained on each floor within a building, including any mezzanine or basement space (including storage areas in the case of catalogue showrooms), as measured from the exterior faces of the exterior walls; provided, however that the following areas shall not be included in such calculations: (i) space attributable to any multi-deck, platform, rack, or other multi-level system used solely for the storage of merchandise or supplies which is located vertically above any floor or basement level; (ii) any wholly enclosed space used for building utilities or mechanical equipment such as vertical ducts or shafts; and (iii) any canopy, drive-up teller or drive through areas.

1.5 "**Shopping Center Parcel**" shall mean the real property described in **Exhibit A** attached hereto and incorporated herein by this reference.

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1.6 "**Owner**" or "**Owners**" shall mean and refer to the owners, their successors or assigns who from time to time become owners of any portion of the Shopping Center. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Shopping Center owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Owner shall be released from the obligations of this Declaration arising subsequent to the effective date on the transfer notice. An Owner transferring all or any portion of its interest in the Shopping Center shall give notice to all other Owners and shall include therein at least the following information: (i) the name and address of the new Owner; and (ii) a copy of the legal description of the portion of the Shopping Center transferred. Until the notice of transfer is given, the transferring Owner shall (for the purpose of this Declaration only) be the transferee's agent. If a Parcel is owned by more than one Owner, the Owner(s) holding at least fifty one percent (51%) of the ownership interest in the Parcel shall designate one of their number to represent all Owners of the Parcel, and such designated Person shall be deemed the Owner for such Parcel.

1.7 "**Outlot**" shall mean the parcel of real property described in **Exhibit B** attached hereto and incorporated herein by this reference.

1.8 "**Parcel**" shall mean a separate legal lot comprising a portion of the Shopping Center.

2. **Outlot Building Restrictions.**

2.1 **Parking Ratio.** The ratio of parking area to the area of all floors in the building located on the Outlot shall be not less than four (4) spaces for standard size American made automobiles for each one thousand (1,000) square feet of Floor Area of the building located on the Outlot.

2.2 **Building Size.** The Floor Area of the building located on the Outlot shall not be more than allowed by all applicable laws and ordinances based on the size of the Outlot and the required parking spaces and shall not exceed a total of five thousand (5,000) square feet.

2.3 **Building Height.** No building or structure on the Outlot shall exceed the greater of (i) one story or (ii) twenty five (25) feet in height; provided, however, that cupolas, architectural features and decorative features may be constructed provided that the height of such features together with the height of the building does not exceed thirty (30) feet.

2.4 **Building Location.** The location of any building constructed on the Outlot shall be confined to the Permissible Building Area for the Outlot as depicted on the Site Plan (as hereinafter defined). The construction of any building on the Outlot shall be subject to the provisions of **Section 3** below.

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2.5 Signage.

(a) Outlot Owner shall have the right to construct no more than one (1) monument type sign upon the Outlot at the location depicted on the Site Plan. The monument sign shall be constructed in substantial accordance with the drawing attached hereto as Exhibit C and incorporated herein by this reference, subject to such changes as may be required by the Village. Outlot Owner shall keep and maintain such sign in a first-class manner and shall bear the entire cost of constructing, installing, maintaining, repairing and replacing such sign.

(b) Outlot Owner shall have the right to install signage on the exterior of the building located on the Outlot provided that (i) such signage shall comply with all applicable laws and ordinances; and (ii) such signs shall conform to the sign standards set forth on Exhibit D attached hereto and incorporated herein by this reference.

2.6 Barricades. No fence, barrier, barricade or wall of any kind or nature whatsoever shall be constructed or placed upon the Outlot, except for (i) a "garden", "trash" or "receiving area" which shall be enclosed by a fence or other kind of wall; (ii) drive-thru areas; (iii) curbs, landscaping and bumper stops that may be erected in order to define the boundaries of the Outlot; and (iv) any fence, barrier, barricade or wall required by applicable governmental authorities.

3. Approval of Improvements on the Outlot. In the event Outlot Owner shall desire to construct a building or other structure at any time on the Outlot, the following conditions and restrictions will apply:

3.1 Plan Approval. The Outlot shall be developed in substantial accordance with the Site Plan attached hereto as Exhibit E and incorporated herein by reference (herein referred to as the "Site Plan"). No construction shall be commenced on the Outlot unless and until Declarant shall have also approved the elevation drawings for the building, the engineering plans and the landscaping plans for the Outlot. If Declarant does not provide Outlot Owner with written notice of disapproval of any elevation drawings for the construction of a building on the Outlot, the engineering plans and/or the landscaping plan, within fifteen (15) days of Declarant's receipt of Outlot Owner's proposed elevation drawings, engineering plans and/or landscaping plans, as the case may be, Outlot Owner's elevation drawings, engineering plans and/or landscaping plans, as the case may be, shall be deemed approved by Declarant.

3.2 Material Alterations. In the event Outlot Owner shall desire to make any material alterations to the exterior of the improvements located on the Outlot or to the Site Plan which has previously been approved by Declarant, Outlot Owner shall submit the site plan and/or elevation drawings for such alterations to Declarant for its approval prior to the commencement of any construction of such alterations. If Declarant does not provide Outlot Owner with written notice of disapproval of any site plan revisions or elevation drawings for the proposed alterations within thirty (30) days of Declarant's receipt of Outlot Owner's proposed site plan and/or elevation drawings,

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Outlot Owner's site plan and/or elevation drawings, as the case may be, shall be deemed approved by Declarant.

3.3 **Lighting Systems.** Lighting systems including, but not limited to, light standards and method of illumination used out-of-doors shall require Declarant's prior written approval prior to installation, which approval shall be granted to the extent needed to comply with applicable laws and ordinances (including those applicable to the use of automatic teller machines).

4. **Construction Requirements.**

4.1 **"Construction" Defined.** The word "construction" includes construction, alterations, additions, repair and maintenance, replacement, rebuilding, demolition and razing permitted or required under this Declaration.

4.2 **Performance of Construction.** Outlot Owner shall perform any construction permitted in accordance with Section 3 above: (a) in accordance with the Site Plan; (b) with due diligence and in a good and workmanlike manner, using new and/or high quality materials; (c) in full cooperation with Declarant to the extent necessary to effect a unified, integrated shopping center development; (d) in accordance with any governmental requirements; (e) only after having procured and paid for, so far as the same are required, all municipal and other governmental permits and authorizations; (f) in accordance with the terms and provisions of this Declaration; and (g) in accordance with the terms and provisions of the Glenview Declaration. Outlot Owner, in the performance of its construction, shall not: (v) cause any unnecessary or unreasonable increase in the cost of construction by Declarant; (x) unreasonably interfere with any other construction being performed by Declarant; (y) unreasonably interfere with business being conducted on the Shopping Center Parcel; or (z) unreasonably impair the use, occupancy or enjoyment of the Shopping Center Parcel or any part thereof. Except in case of emergency, the right of Outlot Owner to enter upon the Shopping Center Parcel for the exercise of any right pursuant to the easements hereinafter set forth, shall be undertaken only in such a manner so as to minimize any interference with the business of Declarant.

4.3 **Safety Measures.** Outlot Owner shall at all times take any and all safety measures reasonably required to protect the Shopping Center Parcel from injury or damage caused by or resulting from the performance of Outlot Owner's construction. Outlot Owner shall erect or cause to be erected an adequate and sightly appearing construction barricade in conformance with all applicable building and safety codes, rules and regulations and shall maintain such barricades until such construction shall have been substantially completed (to the extent necessary to remove such hazardous or unsightly condition, as aforesaid).

4.4 **Construction License.** Following approval by Declarant of the Site Plan and the plans as required under Section 3.1 above, Outlot Owner shall have a temporary license to use the roadways located on the Shopping Center Parcel for ingress and egress between the Outlot and the streets for vehicles and equipment engaged in such construction; provided, however, that:

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(a) Outlot Owner shall pay all costs and expenses incurred by Declarant in maintaining such roadways and in making repairs thereto which arise out of the use of such roadways by Outlot Owner's construction vehicles or equipment;

(b) Outlot Owner shall not unreasonably obstruct the free flow of pedestrian or vehicular traffic within the Shopping Center Parcel;

(c) Declarant shall have the right from time to time to designate reasonable times and conditions of usage of such roadways by such vehicles and equipment; and

(d) At no time shall any vehicle or equipment used in such construction, or any materials used in such construction, be parked or stored on the Shopping Center Parcel.

4.5 **Utility Lines.** No utility lines, such as, but not limited to, wires, pipes and conduits and supporting poles, shall be located or appear at or above ground level.

5. **Maintenance of Improvements.**

5.1 **Maintenance Obligations.** At all times, each Parcel and the improvements thereon, including landscaping and lawn treatment, shall be kept and maintained in a clean, neat, attractive and sightly manner, harmonious with and in the same manner as the Shopping Center Parcel. Garbage and trash shall, at no time, accumulate on any Parcel, but rather shall be stored in a standard covered receptacle or receptacles until being collected by a disposal service. Each Owner shall use reasonable efforts to prevent debris and other material from being deposited onto any roadway adjoining such Owner's Parcel in connection with its use of its Parcel or any travel thereon. Each Owner shall promptly clean any roadway if such debris is deposited by such Owner.

5.2 **Casualty.** In the event of any damage or destruction to any building on a Parcel, the Owner of such Parcel shall either restore or replace such building or all rubble and debris resulting from such damage or destruction shall be removed forthwith and such Owner shall restore such Parcel to a safe, orderly and clean condition as soon as reasonably possible.

5.3 **Environmental.** Each Owner agrees that it shall not use, or permit the use of Hazardous Materials on, about, under or in their respective Parcels, except in the ordinary course of the business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Except as set forth in the last sentence of this Section 5.3, each Owner agrees to defend, protect, indemnify and hold the other Owners harmless from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereof, including but not limited to costs of investigation, remedies, response and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such indemnifying party, whether or not in the ordinary course of business. For the purpose of this Section 5.3, the term (i) "**Hazardous Materials**" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials

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or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time. Notwithstanding anything to the contrary herein, nothing in this Declaration shall be construed so as to extend to the Outlot Owner any liability that Outlot Owner may have as an "operator" (as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.) or for any reason under any rules or regulations of the Illinois Environmental Protection Agency with respect to Hazardous Materials in the Common Area of the Shopping Center Parcel and any rights, duties or obligations of the Outlot Owner shall be limited and construed so that the Outlot Owner has no such liability, except to the extent such Hazardous Materials are released by the Outlot Owner, its contractors, agents, employees or invitees. In addition, notwithstanding anything to the contrary contained herein, Outlot Owner shall have no obligation to defend, protect, or indemnify the Owner of the Shopping Center Parcel with respect to any Hazardous Materials that are located within the Outlot as of the date of this Declaration.

6. Definitions and Reservations of Easements.

6.1 Shopping Center Parcel Ingress and Egress. Declarant hereby grants and establishes for the benefit of Outlot Owner and its subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees, a non-exclusive easement for pedestrian and vehicular ingress and egress (and the right and privilege to use, in common with Declarant and the owners and tenants from time to time of the Shopping Center Parcel and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees), in, to, over and across all of the Common Areas of the Shopping Center Parcel for the purpose of ingress and egress and providing access to and from public and private rights-of-way in connection with the use of the Outlot. Notwithstanding the above, the easements herein established are subject to the right of Declarant to:

- (a) Make improvements and repairs to the Common Areas located within the Shopping Center Parcel and to do all acts in connection therewith, including without limitation, the temporary closing of such areas;
- (b) Impose reasonable regulations relative to the use of such easement areas; e.g., speed limits, prohibition of use by heavy vehicles, installation of traffic control devices;
- (c) Provide traffic lanes delineating and controlling the flow of traffic and provide for the striping of traffic lanes; and
- (d) Temporarily close any part of such easement areas for the prevention of the acquisition of public rights in and to such areas.

Notwithstanding the foregoing, (i) prior to closing off any portion of the Common Area, as herein provided, Declarant shall give written notice to Outlot Owner of its intention to do so, and shall

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attempt to coordinate such closing with Outlot Owner so that no unreasonable interference in the passage of pedestrians or vehicles or the conduct of business on the Outlot shall occur and (ii) any work to the Common Area shall be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area or the conduct of business on the Outlot.

6.2 **Outlot Ingress and Egress.** Declarant hereby reserves for itself and for the Owners and tenants from time to time of the Shopping Center Parcel and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees, a non-exclusive easement for pedestrian and vehicular ingress and egress (and the right and privilege to use, in common with the Owners and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees), in, to, over and across those portions the Common Areas of the Outlot depicted on the Site Plan as a road or driveway for the purpose of ingress and egress and providing access to and from public and private rights-of-way in connection with the use of the Shopping Center Parcel.

6.3 **Negation of Parking Easement.** Nothing contained in this Declaration shall be construed as granting or conferring a right on Outlot Owner or any tenant, occupant, agent, guest, invitee, employee or customer of Outlot Owner to use any parking areas from time to time maintained on the Shopping Center Parcel and nothing contained in this Declaration shall be construed as permitting Declarant or any tenant, occupant, agent, guest, invitee, employee or customer of Declarant to use any parking areas on the Outlot.

6.4 **Utility Easements.** Declarant hereby grants and establishes non-exclusive easements under, through and across the Common Areas of the Shopping Center for such water system lines, telephone and/or electrical conduits or systems, gas mains, sewer lines, drainage lines and other public utilities which may be required in order to service any portion of the Shopping Center. Declarant shall also have the right to establish such easements as may be reasonably required by the Village or any public utility company in connection with the furnishing of utility services to the Shopping Center. All such systems, structures, mains, sewers, conduits, lines and other public utilities and instrumentalities shall be installed and maintained below the ground level or surface for such easements. If the installation of a utility line shall benefit only the Shopping Center Parcel, Declarant shall be solely responsible for the cost and expenses of the installation of the utility line. If the installation of a utility line shall only benefit the Outlot, Outlot Owner shall be solely responsible for the cost and expense of the installation of the utility line. In the event it is necessary for the owner and/or occupant of a Parcel to excavate on another Parcel for the installation, maintenance and/or repair of said utilities, such excavation shall be done in a good and workmanlike manner and shall be scheduled so as not to interfere with the conduct of business or flow of traffic on such Parcel and all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) shall be completed as quickly as possible. Each Owner shall maintain the utility lines located on its respective Parcel except if said utility line is used exclusively by another Owner, in which event said other Owner shall be solely responsible for the maintenance of the utility line. Notwithstanding the foregoing, the Outlot Owner shall have the right to consent to the actual placement and location of any utilities to be installed on the Outlot subsequent to the date

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hereof before construction of said utilities commences, which consent shall not be unreasonably withheld or delayed.

6.5 **Critical Area Changes.** Declarant agrees that it shall not modify any of the Common Areas located within the "Critical Area" as depicted on the Site Plan which would adversely affect access to or visibility of the buildings on the Outlot, without Outlot Owner's prior written consent, which consent may be withheld in Outlot Owner's sole and absolute discretion. If Outlot Owner does not provide Declarant with written notice of disapproval of such proposed modifications within thirty (30) days of Outlot Owner's receipt of Declarant's proposed modifications, Declarant's proposed modifications shall be deemed to have been approved by Outlot Owner.

7. **Operation and Maintenance of Common Areas.**

7.1 **Shopping Center Parcel.** Declarant agrees to keep and maintain the Common Areas of the Shopping Center Parcel in good order, condition and repair including, without limitation, keeping all such Common Areas, at all times, in a clean, uncluttered, orderly and sanitary condition, removing promptly all snow and ice and furnishing, installing and keeping in good repair the lighting equipment and repairing, replacing and renewing such Common Areas and lighting equipment as may be required to assure the safe, smooth and uninterrupted passage of motor vehicles and pedestrians over and upon Declarant Parcel Common Areas. Outlot Owner shall pay Three Thousand and No/100 Dollars (\$3,000.00) per calendar year toward Declarant's cost of maintaining and repairing the Shopping Center Parcel Common Areas. Said amount shall be increased by fifteen (15%) percent every five (5) years. Outlot Owner shall, within fourteen (14) days after service of an invoice by Declarant, pay said amount to Declarant.

7.2 **Outlot Parcel.** Outlot Owner shall keep and maintain the Common Areas of the Outlot in good order, condition and repair, including, without limitation, keeping all Common Areas located on the Outlot, at all times, in a clean, uncluttered, orderly and sanitary condition, removing promptly all snow and ice and furnishing, installing and keeping in good repair the lighting equipment and repairing, replacing and renewing the Outlot Common Areas and lighting equipment as may be required to assure the safe, smooth and uninterrupted passage of motor vehicles and pedestrians over and upon the Common Areas located on the Outlot.

7.3 **Interference.** Each Owner shall not (nor shall they permit their respective tenants, subtenants, licensees, concessionaires, suppliers, agents or employees to) interfere with, obstruct, inhibit or otherwise adversely affect any other Owner's use and enjoyment of the Common Areas or the rights granted under this Declaration with respect to the Common Areas.

7.4 **Nuisances.** No Owner shall (nor shall any Owner permit their respective tenants, subtenants, licensees, concessionaires, suppliers, agents or employees to) create any nuisance upon or illegally use the Common Areas and each Owner agrees not to violate any applicable law, ordinance, rule, regulation, permit or code which would adversely affect the use and enjoyment of the Common Areas or the rights granted under this Declaration with respect to the Common Areas.

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8. Indemnification/Insurance.

8.1 **Indemnification.** Each Owner shall indemnify and hold the other Owners harmless from and against any and all claims, actions, damages, fines, liabilities and expenses of every kind nature and sort whatsoever (including reasonable attorney's fees, court costs and expenses) which may be imposed upon, incurred by or asserted against the indemnified party or its property in connection with loss of life, personal injury and/or property damage arising from or out of any occurrence, upon or at the property owned by the indemnifying party that is occasioned wholly or in part by any act or omission of the indemnifying owner or its tenants, subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees, or occasioned by the manner of construction or design of buildings or other improvements on the property owned by the indemnifying owner, or occasioned by the failure of the indemnifying owner to perform its obligations under this Declaration, except to the extent caused by the willful or negligent acts or omissions of the indemnified party or to the extent covered by insurance. With respect to any indemnification provided for hereunder, the indemnifying owner shall immediately respond and take over the expense, defense and investigation of all such claims arising under this indemnity.

8.2 **Insurance.** Each Owner shall cause to be procured and maintained, comprehensive general public liability insurance with minimum limits of not less than \$3,000,000.00 in Constant Dollars combined single limit with respect to injury or death or property damage, which policy or policies shall:

- (a) Name the other Owners as an additional named insured;
- (b) Be written by solvent and responsible insurance companies licensed to do business in the State of Illinois;
- (c) Provide that such policy or policies may not be canceled by the insurer without first giving the other Owners at least thirty (30) days' prior written notice; and
- (d) Include contractual liability coverage insuring the indemnity obligations provided for herein.

All insurance required by this Section 8.2 shall be procured from companies rated by Best's Insurance Reports not less than A-/VIII. All insurance may be provided under (i) an individual policy covering such Owner's Parcel, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than Twenty Million and No/100 Dollars (\$20,000,000) in Constant Dollars, then such insuring Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of Twenty Million and No/100 Dollars (\$20,000,000) in Constant Dollars, (iii) a plan of self-insurance, provided that any Owner so self-insuring notifies the other Parties of its intent to self-insure, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Section 8.2, such Owner

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shall be deemed to be covering the amount thereof under an informal plan of self-insurance. Each Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance (or proof via its Internet web site), or statement of self-insurance, as the case may be, evidencing that the insurance required to be carried by such Owner is in full force and effect.

9. Uses.

9.1 Outlot Covenants and Restrictions.

(a) Outlot Owner covenants to open a Financial Institution (as hereinafter defined) for business to the general public within twelve (12) months after the date hereof, subject to any excusable delays as provided for in Section 11.12 below.

(b) Outlot Owner further agrees that for a period of ten (10) years following substantial completion of the initial improvements to be constructed on the Outlot, the Outlot shall only be used for: (i) a Financial Institution; (ii) the sale to consumers of products with financial, savings, insurance, investment or lending characteristics including, but not limited to, the sale of stocks, mutual funds, insurance or engaging in mortgage, consumer or commercial lending; or (iii) any other financially related activity permitted by the Office of Thrift Supervision or any state or Federal regulatory agency or authority, and the Outlot shall not be used for any other use or purpose. Subsequent to the expiration of said 10-year period, the Outlot may continue to be used for the purposes set forth in the preceding sentence and may also be used for any other lawful retail use other than (i) a restaurant; (ii) a gas station; and (iii) any primary uses then existing within the Shopping Center (including any primary uses within the Additional Outlots [as hereinafter defined]).

(c) If Outlot Owner ceases to conduct any business on the Outlot for a period of nine (9) consecutive months (except as a result of (i) any excusable delay (as provided for in Section 11.12 below) or (ii) a changeover in occupancy of the Outlot or a remodeling or expansion of the building located on the Outlot; provided the cessation of such use under this clause (ii) shall in no event exceed ninety (90) days), the Owner of the Shopping Center Parcel shall have the right to purchase the Outlot upon written notice served on the Outlot Owner within ninety (90) days after the expiration of said 9-month period. In the event the Owner of the Shopping Center Parcel elects to purchase the Outlot, such purchase shall be subject to the terms and conditions of Section 9.1(d) below. If the Owner of the Shopping Center Parcel fails to serve its notice to purchase the Outlot within the 90-day period set forth herein, the Owner of the Shopping Center Parcel shall be deemed to have waived its right to purchase the Outlot pursuant to the provisions of this Section 9.1(c). Notwithstanding anything to the contrary contained in this Section 9.1(c), the Owner of the Shopping Center Parcel shall not have the right to purchase the Outlot unless fifty percent (50%) or more of the store space depicted on the Site Plan as the "Dominick's Fresh Store" is open for business to the general public for a retail use (which may or may not be a grocery store use). If at the time of the expiration of the 9-month period provided for herein, the "Dominick's Fresh Foods" store is not open for business but subsequently reopens in fifty percent (50%)

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or more of the store space, the Owner of the Outlot Parcel shall have a period of nine (9) months from the date of such reopening to commence to conduct business on the Outlot and if the Outlot Owner fails to commence to conduct business within said 9-month period or upon commencing to conduct business and thereafter ceases to conduct business for nine (9) consecutive months (except as a result of any excusable delay), the Owner of the Shopping Center Parcel shall have the right to purchase the Outlot pursuant to the terms and provisions of this Section 9.1(c).

(d) In the event of any breach by Outlot Owner of the terms and provisions contained in Sections 9.1(a), (b) and (c) above, the sole remedy of Declarant shall be to purchase the Outlot pursuant to the following terms and provisions:

(i) In the event of a breach of any of the provisions of Sections 9.1(a), (b) and (c) Declarant may, at Declarant's sole option, provide written notice to Outlot Owner at any time within ninety (90) days after the occurrence of any such breach of Declarant's election to purchase the Outlot (the "Purchase Notice"). Declarant shall deliver to Outlot Owner with the Purchase Notice Declarant's determination of the fair market value of the Outlot ("Declarant's Valuation"). If Outlot Owner objects to Declarant's Valuation, it may elect by written notice to be delivered to Declarant within fifteen (15) business days after it receives the Declarant's Valuation, to have Declarant and Outlot Owner each nominate and appoint one appraiser and give notice of such appointment to the other party within thirty (30) days after Outlot Owner receives Declarant's Valuation. The appraisers shall each submit their determination of the fair market value of the Outlot within thirty (30) days of the last date that the last of either Declarant or Outlot Owner has appointed its appraiser. In the event that the Declarant's and Outlot Owner's determination of the fair market value of the Outlot shall differ by less than ten percent (10%), then the fair market value for the Outlot shall be set by taking the average of Declarant's and Outlot Owner's determinations. If the differences are greater than ten percent (10%) the two appraisers shall jointly nominate and appoint a third appraiser within fifteen (15) days after the appraisers have submitted their determination of the fair market value of the Outlot. In the event the two appraisers fail to appoint such third appraiser within said 15-day period, either party may thereafter apply to the United States District Court for the Northern District of Illinois for the appointment of such third appraiser. The three appraisers shall forthwith make a determination of the fair market value of the Outlot. In the event the three appraisers are unable to agree upon a determination of the fair market value of the Outlot within thirty (30) days after the appointment of the third appraiser, then the fair market value of the Outlot shall be an amount equal to the average of the three values contained in the respective written appraisals submitted by the appraisers. The appraisers shall make their determination in writing and give notice thereof to both parties. Each appraiser shall afford both parties a hearing and the right to submit evidence, with the privilege of cross-examination in connection with its determination of the fair market value of the Outlot. In the event any appraiser appointed as aforesaid shall die or become unable or unwilling to act

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before completion of the appraisal, such appraiser's successor shall be appointed in the same manner as provided above. Any appraiser appointed hereunder shall (x) be independent of both parties (and of all persons and entities with interest in either party); (y) have not less than five (5) years' experience in the appraisal of real property; and (z) hold the professional designation M.A.I., or if the M.A.I. ceases to exist, a comparable designation from an equivalent professional appraiser organization. Declarant and Outlot Owner shall bear the cost and expense of their respective appraisers and the appraisal fees and expenses of the third appraiser, if applicable, shall be borne equally by the parties. In the event Declarant exercises its option to purchase the Outlot as provided for herein, Outlot Owner agrees to convey, or cause to be conveyed, to Declarant, or Declarant's nominee, title to the Outlot by a recordable, Special Warranty Deed, subject only to: (i) general real estate taxes and special assessments not due and payable as of the date of the closing; (ii) building lines, zoning laws, statutes and ordinances; and (iii) easements, covenants, rights of way, conditions and restrictions of record. The closing shall occur thirty (30) days after the determination of the fair market value of the Outlot, unless subsequently mutually agreed otherwise, at the office of Chicago Title and Trust Company in Chicago, Illinois or such other location as is acceptable to Declarant and Outlot Owner. If the date for closing or performance of an obligation falls on a Saturday, Sunday or holiday, the date shall be deferred until the first business day following. Outlot Owner shall deliver or cause to be delivered to Declarant, or Declarant's nominee, at the closing, a current title commitment from Chicago Title Insurance Company for the then-current ALTA Form Owner's Title Insurance Policy in the amount of the purchase price. Outlot Owner shall pay the amount of any stamp tax imposed by law by the State of Illinois and the County of Cook on the transfer of title, and shall furnish completed Real Estate Transfer Declarations signed by Outlot Owner or Outlot Owner's agent in the forms required pursuant to the Real Estate Transfer Tax Acts of the State of Illinois and Cook County. Declarant shall pay the amount of the transfer tax imposed by the local ordinances, if any. Declarant and Outlot Owner shall pay (in the manner which is customary in the Cook County area) any other closing costs which are incurred in connection with the purchase and sale of the Outlot.

(ii) If the Owner of the Shopping Center Parcel elects to purchase the Outlot pursuant to subparagraph (i) above, the Outlot shall be conveyed in an "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" as of the date of closing and no representations or warranties shall have been deemed to have been made and no responsibility shall be deemed to have been assumed by Outlot Owner or by any officer, person, firm, agent, attorney, or representative acting or purporting to act on behalf of Outlot Owner as to the condition of the Outlot or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Outlot or the condition, value, expense of operation or income potential of the Outlot or any portion thereof.

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(iii) If requested to do so by the other party, each party shall cooperate in a simultaneous or deferred exchange and accepting a conveyance of the Outlot from or transferring the Outlot to a third party (the "Exchange Facilitator"), as appropriate. The cooperating party shall not be required to bear any escrow, title, or other expenses in excess of those the cooperating party would bear if there were no exchange, nor shall the cooperating party be required to expend any sums of money in connection with the exchange. The cooperating party shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the closing date be extended to consummate an exchange. In no event shall the cooperating party be required to take title to any property other than the Outlot, and in no event shall the cooperating party be responsible for any tax consequences to the assigning party or any other party in connection with an exchange. The assigning party agrees and covenants to defend, indemnify, protect, and save harmless the cooperating party from any liability, damages, loss, cost and expense (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange.

9.2 Shopping Center Restrictions.

(a) Except for the store depicted on the Shopping Center Site Plan as the "Dominick's Store" no other store within the Shopping Center Parcel or the outlot parcels legally described on **Exhibit F** attached hereto and incorporated by reference (herein referred to as the "Additional Outlots") shall be used as a Financial Institution. The term "Financial Institution" shall mean a savings and loan institution, savings bank, commercial bank (whether national or state chartered), credit union or financial institution engaged in the business of accepting savings, checking or deposits or engaging in mortgage, consumer or commercial lending through any mechanism for delivery of such products, including but not limited to the use of branches or automated teller machines, telephones, video screens or any other remote technologies. In addition, the Additional Outlots shall not be used for stock brokerage purposes including the sale of mutual funds. Declarant further agrees that except for an automated teller machine ("ATM") to be located within the Dominick's Store depicted on the Shopping Center Site Plan, only one additional ATM shall be located in the Shopping Center (exclusive of the Additional Outlots where no ATM's shall be permitted) and Outlot Owner shall have the right of first refusal to operate said additional ATM in accordance with subparagraph (b) below. Notwithstanding anything to the contrary contained in this Section 9.2(a), in the event fifty percent (50%) or more of the store space depicted on the Shopping Center Site Plan as the "Dominick's Store" is open for business to the general public for a retail use (which may or may not be a grocery store use) and Outlot Owner is not using the Outlot as a Financial Institution for a period of nine (9) consecutive months (except as a result of (i) any excusable delay (as provided for in Section 11.12 below) or (ii) a changeover in occupancy of the Outlot or a remodeling or expansion of the building located on the Outlot; provided the cessation of such use under this clause (ii) shall in no event exceed ninety (90) days), the terms and provisions of this Section 9.2(a) shall be null and void and

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the Shopping Center Parcel and the Additional Outlots shall not be bound or subject to any of the exclusive rights granted to Outlot Owner under this Section 9.2(a).

(b) In the event Declarant intends to install an ATM within the Shopping Center Parcel (exclusive of the "Dominick's Store" as depicted on the Shopping Center Site Plan), Declarant shall notify Outlot Owner in writing of its intention to install such ATM and provide a true and correct copy of the proposal received by Declarant with respect to the installation of such ATM. Outlot Owner may, at its option and within thirty (30) days after receipt of Declarant's notice of said proposal, offer to install the ATM at the price and upon the terms and conditions as are contained in Declarant's proposal, in which event Declarant shall enter into an agreement pursuant to the terms and provisions of the proposal to allow Outlot Owner's right to install the ATM in the Shopping Center Parcel. If Outlot Owner does not respond within said 30-day period, Outlot Owner shall be deemed to have refused such offer and Declarant may install the ATM pursuant to the terms and provisions of the proposal received by Declarant.

10. Right of First Refusal. In the event that Outlot Owner shall receive a Bona Fide Offer to purchase the Outlot from any person or entity, Outlot Owner shall notify the owner of the Shopping Center Parcel of such Bona Fide Offer and provide a true and correct copy of said Bona Fide Offer. For purposes hereof, a "**Bona Fide Offer**" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Outlot Owner which Outlot Owner intends to accept (subject to this Section 10) which may be in the form of a letter of intent. In submitting the Bona Fide Offer to the owner of the Shopping Center Parcel, Outlot Owner shall segregate the price and the terms of the offer for the Outlot from the price and other terms connected with any additional property or properties that such person or entity is connected with any additional property or properties that such person or entity is offering to purchase from Outlot Owner. The Owner of the Shopping Center Parcel may, at such Owner's sole option and within thirty (30) days after receipt of Outlot Owner's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Outlot at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event Outlot Owner shall sell the Outlot to the owner of the Shopping Center Parcel upon said terms and conditions and said price. If the Owner of the Shopping Center Parcel does not respond within the 30-day period, the Owner of the Shopping Center Parcel shall be deemed to have refused such offer. Notwithstanding the foregoing, the price that the Owner of the Shopping Center Parcel shall pay for the Outlot shall be reduced by the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. Outlot Owner covenants that it shall accept no such Bona Fide Offer or convey the Outlot until it has complied with the terms of this Section 10. Any conveyance of the Outlot made in the absence of full satisfaction of this Section 10 shall be void. The Owner of the Shopping Center Parcel may enforce this Section 10 without limitation, by injunction, specific performance or other equitable relief. The election by the Owner of the Shopping Center Parcel not to exercise the Right of First Refusal shall not prejudice such Owner's rights hereunder as to any further Bona Fide Offer. The right of first refusal provided for herein shall not be applicable to any: (a) foreclosures under any mortgage or deed of trust encumbering the Outlot or any transfer in lieu of foreclosure thereof; (b) condemnation actions or sales under threat thereof; (c) sales or transfers to an affiliate of Outlot

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Owner; (d) to any entity resulting from the reorganization, merger or consolidation affecting Outlot Owner; (e) to any entity acquiring substantially all of Outlot Owner's stock; or (f) to any entity acquiring substantially all of Outlot Owner's branches within the metropolitan Chicago area.

11. General Provisions.

11.1 Covenants Run With the Land.

(a) The easements, rights, privileges, covenants, conditions and restrictions contained herein shall be deemed to be covenants running with the land. If any of the Parcels are hereinafter divided into two or more Parcels, all of the Owners of said Parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said owners shall be burdened by the easements, rights and privileges imposed hereunder.

(b) The easements, covenants, rights, privileges, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant and the Owners from time to time of the Outlot, and their successors and assigns; provided, however, that upon the transfer of ownership of the Shopping Center Parcel or the Outlot, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall terminate upon satisfaction of the notice requirements set forth in Section 1.6 above; provided, however, that the transferor shall not be relieved of any liability for breach of any covenant or obligation under this Declaration arising prior to such transfer.

11.2 Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Declaration shall be for the term of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated within one hundred eighty (180) days of the expiration of the initial forty (40) year term or any extension thereof by an instrument executed by the Owner of the Outlot and the Owner of the Shopping Center Parcel.

11.3 Default.

(a) The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing Owner (the "Defaulting Owner"):

- (i) The failure to make any payment required to be made hereunder within thirty (30) days of the due date, or
- (ii) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (i) above, within forty-five (45) days after the issuance of a notice by the other Owner (the "Non-Defaulting Owner") specifying the nature of the default claimed.

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(b) With respect to any default under (a)(i) or (a)(ii) above, the Non-Defaulting Owner 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, and at the expense of, the Defaulting Owner; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Owner shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the default of its occupants.

(c) If under this Declaration a Non-Defaulting Owner is compelled or elects pursuant to this Declaration to pay any sum of money or do any acts that require the payment of money by reason of the Defaulting Owner's failure or inability to perform any of the provisions of this Declaration to be performed by such other Defaulting Owner, the Defaulting Owner shall promptly, upon demand, reimburse the Non-Defaulting Owner for such sums. All such sums shall bear interest at the rate of two percent (2%) per annum over the then existing prime rate of interest from time to time charged by Bank One (but in no event exceeding the applicable maximum rate per annum permitted by Illinois law) from the date of expenditure until the date of such reimbursement. The prime rate shall be the announced and published prime rate or corporate base rate by First National Bank of Chicago from time to time. A determination of the interest rate in effect as aforesaid shall be made on the date of expenditure and on the last business day of each month thereafter and shall remain in effect until the effective date of the next determination.

(d) Each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the Defaulting Owner hereto or any other party, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, 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 the terms, covenants or conditions of this Declaration, 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. All of the remedies permitted or available to an Owner under this Declaration 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.

11.4 Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of Declarant and Outlot Owner, and then only by written instrument duly executed and acknowledged by said owners and duly recorded in the office of the Recorder of Deeds of Cook County.

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11.5 **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 purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

11.6 **Condemnation.** Nothing contained herein shall be construed as granting to the Owner of the Outlot or any tenant or occupant thereunder any right, title or interest in and to any proceeds or any award payable to Declarant resulting from a taking or condemnation of or a conveyance in lieu thereof relating to the Shopping Center Parcel or any part thereof or the Common Areas of the Shopping Center Parcel.

11.7 **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration, shall entitle any 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 owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

11.8 **Release.** The Owner of each Parcel hereby releases the Owner of all other Parcels to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, however caused, including such fire or other casualty caused by the fault or negligence of the other party, or any persons claiming under it; provided, however, this release shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. In case such release increases the cost of such insurance, the party at fault agrees to reimburse the policy owner for such increased cost immediately upon advise of the amount thereof.

11.9 **Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally with a receipt requested therefor or sent by a recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or two (2) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If intended for Declarant:

Dominick's Finer Foods, Inc.
711 Jorie Boulevard, MS-4000
Oak Brook, Illinois 60523
Attention: Michael Mallon

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with a copy to:

Katz Randall Weinberg & Richmond
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attention: Arnold Weinberg

If intended for Outlot Owner:

World Savings Bank
1901 Harrison Street
Oakland, California 94612
Attention: Vice President/Corporate Properties

with a copy to:

Crosby Heafey Reach & May
1999 Harrison Street
Oakland, California 94612
Attention: Rick Bruzzone

11.10 **Estoppel Certificates.** Each party shall, upon request of the other party, provide such other party or any proposed or existing occupant, assignee or lienholder, without charge, a certificate in form as reasonably provided by such other party certifying, if and to the extent true, that such other party is not in default under this Declaration and that this Declaration is in full force and effect or, if untrue, specifying the nature of such default or invalidity or defect.

11.11 **Construction.** This Declaration shall be construed in accordance with the laws of the State of Illinois. This Declaration shall be given a broad construction so that the intention of Declarant to confer commercially usable rights of enjoyment is carried out.

11.12 **Excusable Delays.** Whenever performance is required of any party under this Declaration, such party shall use all due diligence to perform and take all necessary measures and good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, governmental delays in processing land use and other approvals, inclement weather, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, within the time for performance is herein specified shall be approximately extended by the amount of the delay actually so caused. The provisions of this Subsection shall not operate to excuse any party from the prompt payment of any moneys required by this Declaration.

11.13 **Attorney's Fees.** In the event any person entitled to the benefits of this Declaration brings or commences any legal action to enforce or interpret any of the terms of this Declaration and obtain a judgment, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees (including its reasonable costs and attorney's fees on any appeal) and all court costs in addition to all other appropriate relief.

11.14 **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this

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Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

11.15 **Not a Partnership.** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Declarant and the Owners.

11.16 **Third Party Beneficiary Rights.** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

11.17 **Captions and Headings.** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

11.18 **Mechanic Liens.** Outlot Owner and Declarant hereby agrees to indemnify, defend and hold the other harmless from and against any and all liability, claims, damages, expenses (including reasonable attorneys fees), judgments, proceedings, causes of action and judicial sales arising out of the existence or threat of mechanic's or materialmen's liens on each respective parcel or charges due or claimed as a result of work or materials performed or supplied, or claimed to have been performed or supplied, to each respective parcel by or on behalf of the contracting party ordering said work.

11.19 **Reasonableness of Consent.** Unless specifically provided in this Declaration that an Owner may withhold its consent or approval in its absolute discretion, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Easements, Conditions and Restrictions as of the day and year first above written.

DOMINICK'S FINER FOODS, INC., a Delaware corporation

By: Wendell Mitchell

Name: Wendell Mitchell

Its: Assistant Vice President

By: Jenna M. [Signature]

Name: Jenna M. [Signature]

Its: Assistant Secretary

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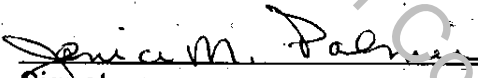
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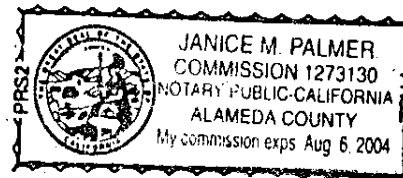
STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On June 22, 2001, before me, Janice M. Palmer, Notary Public, personally appeared Wendall Mitchell and Denise M. Roman, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature



(Seal)

7/10/01

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EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL

Lot 1 in Dominick's Resubdivision of Lot 32 in Glenview Naval Air Station Subdivision No. 2, being a Subdivision of Sections 15, 21, 22, 23, 26, 27, 28 and 34, all in Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

LEGAL DESCRIPTION OF OUTLOT

Lot 4 in Dominick's Resubdivision of Lot 32 in Glenview Naval Air Station Subdivision No. 2, being a Subdivision of Sections 15, 21, 22, 23, 26, 27, 28 and 34, all in Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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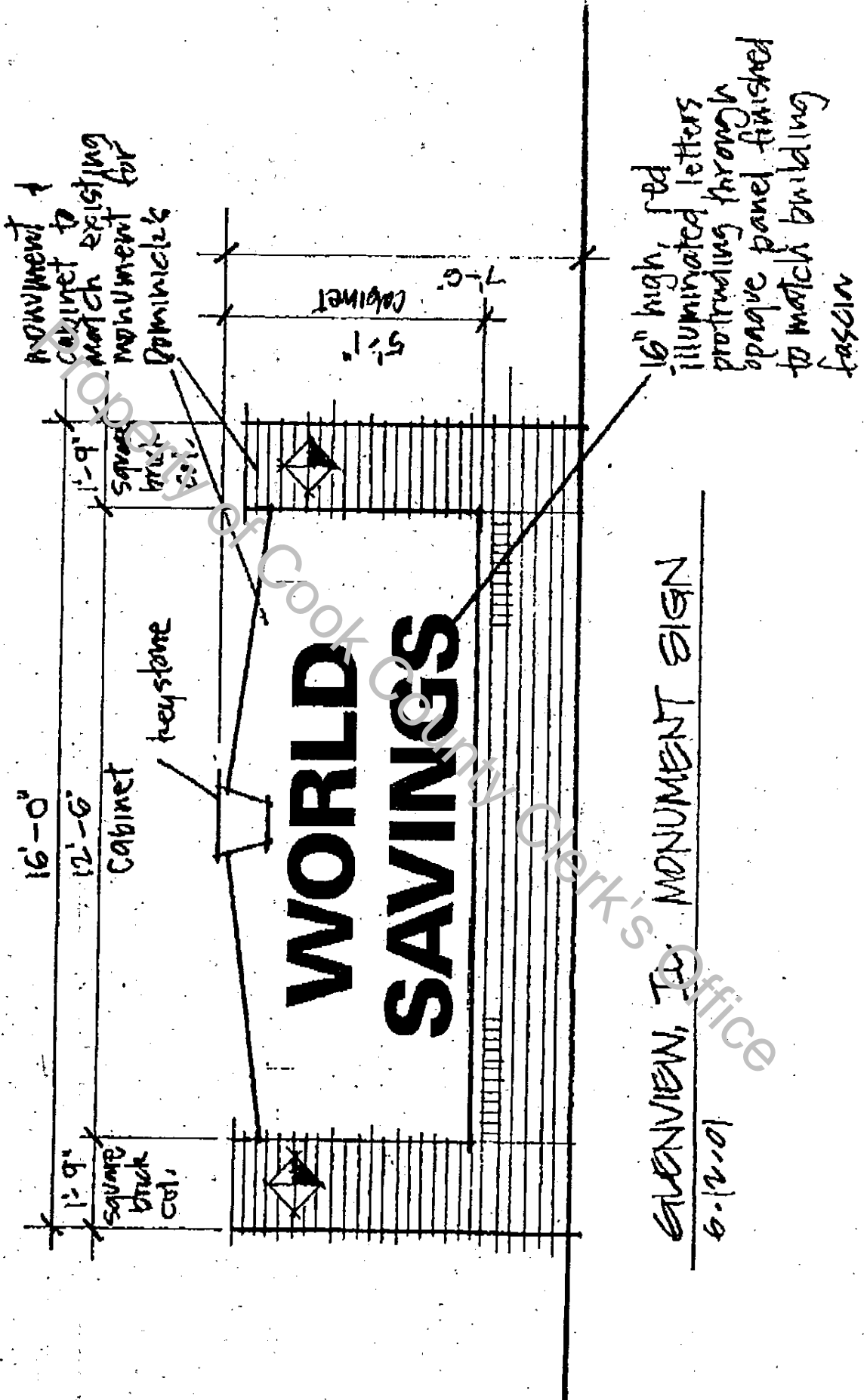
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EXHIBIT

Monument Sign Drawing



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EXHIBIT D

SIGN CRITERIA

Signage on the exterior of the Outlot shall be provided as herein specified, and Outlot Owner shall not erect or maintain, suffer to remain, any sign on the exterior of the Outlot except as permitted herein and subsequently approved by Declarant. Outlot Owner shall, prior to opening erect a sign(s) (the "Sign(s)") on the Outlot. The Signs shall comply with local sign ordinances and Declarant requirements. Declarant's requirements are as follows:

12. General Requirements

- a. The Sign(s) shall consist of up to three building signs, or up to two building signs and one monument sign.
- b. Wording on large-scale signs shall be limited to the Outlot Owner's trade name (plus "ATM") only. Outlot Owner's customary signature or logo, hallmark, insignia, or other trade identification will be respected within the guidelines set forth, provided that it meets with the local sign ordinance.
- c. All signs erected by Outlot Owner pursuant to the provisions hereof shall be erected at Outlot Owner's risk and expense (including final electrical connections and time clock), shall be in accordance with applicable law, and shall concern only the business of Outlot Owner. Outlot Owner shall secure and pay any necessary permits and fees related to the erection of its signs. Outlot Owner shall maintain said signs in good state of repair and save Declarant harmless from any loss, cost, or damage that results from the erection, existence, maintenance or removal of such signs. Upon vacating the Outlot, Outlot Owner shall remove all such signs.
- d. All electrical hook-ups shall be performed by a licensed electrician that is approved by Declarant and installed in accordance with all government requirements.
- e. Public safety decals or artwork on glass in a minimum size to comply with applicable code, subject to the approval of Declarant, may be used, as required by building codes or other government regulations.

13. Specific Requirements

- a. All characters shall be individually channel letters with a translucent front (illuminated or non-illuminated).
- b. The maximum letter height for a single row of letters shall be 36" for uppercase letters and/or logos and 24" for lower case letters; the minimum letter height for a

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single row of letters shall be 18", and the letter height for a double row of letters shall be 9".

- c. The minimum distance between letters shall be 1.25". No bold face type will be permitted.
- d. The depth of letters shall be 5 - 5.5".
- e. The total horizontal measurement of the sign shall not exceed 70% of the building lease space, width, and shall in no case exceed a length of 30'.
- f. Signage area shall not be greater than 10% of the building wall area including windows and doors.
- g. All signs shall have dark bronze returns.
- h. Double neon tubing shall match the plex face in color, and shall be individually gas filled to ten mm of pressure, if illuminated.
- i. Sign letter channel frames shall be constructed of aluminum (minimum .090) with flat or molded plastic faces mounted with concealed fasteners. The channel frames shall be dark bronze anodized. All letters, if illuminated, shall be illuminated with neon tubes that are powered by normal factory transformers. All letters shall be approved by Underwriters laboratories and carry its seal of approval.
- j. Signs shall be attached to the building with stainless steel bolts and stand-off clips.
- k. If signs are illuminated, as part of the Outlot Owner's electrical work, Outlot Owner shall install a seven day timing device that will control the canopy sign so that hours of illumination be controlled in accordance with the overall shopping center polity (except "ATM" sign which can be operated 24 hours and controlled by a photocell).
- l. Paper signs, stickers, banners and flags are prohibited.
- m. All sign transformers, disconnects (unless in conflict with Village Ordinances), raceways and ballast boxes and decals shall be concealed behind a sign band wall. Manufacturer's names, stamps and decals shall not be exposed.
- n. All plex sign lenses shall be Rohn & Haas or equivalent.
- o. No exposed neon or incandescent bulbs or flashing, blinking, rotating, or moving signs or markers shall be permitted.

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- p. No Sign(s) (except a monument sign if used) or other signage on the Outlot shall be housed or contained on an illuminated or non-illuminated sign can or box that is mounted on the exterior of the sign area, unless expressly approved by Declarant in writing.
- q. Small-scale signs stating store hours, which are neatly lettered on the glass of the storefront, shall be permitted subject to Declarant's approval. The maximum character height of such letters shall be 1.5", the print style shall be Helvetica or Univers 75 medium, and color shall be white or black. Any non-customer door for receiving merchandise may have the name or the tenant in 3" black block letters. Outlot Owner address sign shall be composed of 3' maximum Helvetica white or black characters centered on the transom glass above the door.
- r. No sign shall be painted on the exterior of the walls, doors, windows or any other surface of the Outlot nor erected, maintained or suffered to remain on the roof or parapet of the Outlot.
- s. Three complete sets of sign drawings must be submitted to Declarant for approval before fabrication. Outlot Owner's sign drawings must include the following:
- i. Provide a complete listing and verbal description of every sign to be erected at the Outlot.
 - ii. Provide elevation views of each sign (drawn to accurate scale) with dimensions indicating the height of the letters and the length of the sign. Indicate the length of the sign and its location on the canopy relative to the building width.
 - iii. Provide color samples or the painted channel frame of the letters.
 - iv. Provide color samples of the sign letters.
 - v. Provide a cross section view through the sign letter and sign panel showing the location of the sign relative to the building line, mounting height, and the dimensioned projection of the face of the letter from the face of the sign panel.
 - vi. Indicate UL approval on drawings.

Declarant shall not be responsible for the cost of refabricating signs that have been fabricated, ordered or constructed that do not conform to the sign criteria and local sign ordinance.

EXHIBIT ATTACHED

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EXHIBIT F

ADDITIONAL OUTLOTS

Lots 2 and 3 in Dominick's Resubdivision of Lot 32 in Glenview Naval Air Station Subdivision No. 2, being a Subdivision of Sections 15, 21, 22, 23, 26, 27, 28 and 34, all in Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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