



STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE
(Non-Residential)

AIR Commercial Real Estate Association

June 15, 2007

(Date for Reference Purposes)

1. Buyer.

1.1 Ed Charton or Nominee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by First American Title Insurance Company - Dawn Niehaus ("Escrow Holder") whose address is 5 First American Way, Santa Ana, California 92707

Phone No. 714-250-8401, Facsimile No. 714-200-0114 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) An approximately 10.15 acre parcel of land on Ventura Road south of Second Street

is located in the City of Oxnard, County of Ventura, State of California, is commonly known by the street address of N/A

and is legally described as: Legal description to be provided in escrow

(APN: 202-0-010-765).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of First American Title Insurance Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets, window coverings; wall coverings; and

(collectively, the "Improvements").

2.4 The fire sprinkler monitor is owned by Seller and included in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, or ownership will be determined during Escrow.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$ 1,030,000.00, payable as follows:

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$1,030,000.00

(Strike if not applicable)

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: \$

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"): (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: \$

(Strike if not applicable)

Said First Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: \$

(Strike if not applicable)

Said Second Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of: \$

Total Purchase Price: \$1,030,000.00

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of \$ _____, payable to Escrow Holder, to be held by Broker until both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or Buyer shall deliver to Escrow Holder a check in the sum of \$25,000.00 when both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. When cashed, the check shall be deposited into the Escrow's trust account to be applied toward the Purchase Price of the Property at the Closing. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:
(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
(b) Within 15 business days after the contingencies discussed in paragraph 9.1 (a) through (k) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$75,000.00 to be applied to the Purchase Price at the Closing.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

5. ~~Financing Contingency (Strike if not applicable)~~
5.1 ~~This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, at terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~
5.2 ~~Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~
5.3 ~~If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~
6. ~~Seller Financing (Purchase Money Note) (Strike if not applicable)~~
6.1 ~~The Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows:~~

~~The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~
6.2 ~~The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~
(a) ~~Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~
(b) ~~Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~
(c) ~~Due-On-Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~
6.3 ~~If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~
6.4 ~~WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):
_____ represents Seller exclusively ("Seller's Broker").
CB Richard Ellis, Inc. _____ represents Buyer exclusively ("Buyer's Broker"); or
_____ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that Brokers are the procuring cause of this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance.

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement


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between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall be promptly refunded all funds deposited by Buyer with Escrow Holder, less only Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing. See Addendum paragraph 9.1 continued attached hereto and made a part hereof.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (l) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or _____ days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents") to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to the condition of title. The disapproval of Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or _____ days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or _____ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Other Agreements.* Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(j) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(k) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof.

(l) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days of the Date of Agreement.

(m) *Destruction, Damage or Loss.* There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this transaction or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price, if the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this transaction, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(n) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a change in the status of the use, occupancy, tenants, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior


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to the Closing.

(o) *Seller Performance.* The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(p) *Warranties.* That each representation and warranty of Seller herein be true and correct as of the Closing. Escrow Holder shall assume that this condition has been satisfied unless notified to the contrary in writing by any Party prior to the Closing.

(q) *Brokerage Fee.* Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (p) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any Buyer's Contingency or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the election, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this transaction. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this transaction. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's said Elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 Buyer understands and agrees that until such time as all Buyer's Contingencies have been satisfied or waived, Seller and/or its agents may solicit, entertain and/or accept back-up offers to purchase the Property.

9.5 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder as immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

12. Representation and Warranties of Seller and Disclaimers.


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12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(m) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted. The HVAC, plumbing, elevators, loading doors and electrical systems shall be in good operating order and condition at the time of Closing.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(n)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

Oxnard, California

on the date of June 28, 2007

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if Initialed by both Parties).


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THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$100,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.


Buyer Initials


Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

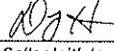
22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.


Buyer Initials


Seller Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a


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INITIALS

ADDENDUM TO THAT STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE DATED JUNE 15, 2007, BY
AND BETWEEN MARKETPLACE PARTNERS LP, AS SELLER, AND ED CHARTON
OR NOMINEE, AS BUYER, FOR THE PROPERTY COMMONLY KNOWN AS AP#
202-0-010-765, CALIFORNIA

9.1 Contingencies to Closing (continued)

Buyer shall have forty-five (45) days to remove all contingencies outlined in Paragraph 9.1. If the Buyer is not satisfied with the Property during the Inspection/Feasibility Period for any reason, Buyer may elect to cancel escrow, the Initial Deposit and interest shall be returned to Buyer and the Escrow will be cancelled.

Seller grants access to Buyer to conduct soils studies and Buyer will hold Seller harmless from any liens or encumbrances generated by Buyer. Seller shall retain the right of approval for any Phase II environmental testing Buyer wishes to conduct.

Seller shall provide Buyer with any existing Phase I Environmental Assessments, current ALTA surveys, soils reports, and any other documents relevant, if available, to the Property in its possession within five (5) days from the opening of escrow. Seller shall provide Buyer with a current Preliminary Title Reports with plotted exceptions and underlying schedule B documents no later than five (5) days after opening of Escrow.

29. Hazardous Materials

As in any real estate transaction, it is recommended that you consult with a professional such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property including the possible presence of asbestos, hazardous materials and underground storage tanks. Owner agrees to disclose to Broker and to prospective purchasers and tenants any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property including, but not limited to, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property. Broker is authorized to disclose any such information to prospective purchasers or tenants.

30. ADA:

Please be advised that an owner or tenant of real property may be subject to the Americans With Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36. We recommend you review the ADA and regulations as CB Richard Ellis cannot give you legal advice on these issues.

31. Seller shall have the unilateral right to extend the Close of Escrow for up to ninety (90) days to allow Seller time to identify potential 1031 exchange upleg properties.

Seller:
Marketplace Partners LP

By: Donald J. Howard
Name Printed: Donald J. Howard
Title: _____
Date: _____

Buyer:
Ed Charton or Nominee

By: Ed Charton
Name Printed: Ed Charton
Title: _____
Date: 6/21/07



Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

Aeronautical Study No.
2007-AWP-4469-OE

Issued Date: 11/01/2007

Marc Hermann
A & H Real Properties
707 Via Zamora
Camarillo, CA 93010

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Fence Corner 4-NE
Location:	Oxnard, CA
Latitude:	34-12-06.450N NAD 83
Longitude:	119-11-33.670W
Heights:	8 feet above ground level (AGL) 56 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

ADVISORY RECOMMENDATION - While the structure does not constitute a hazard to air navigation, it would be located within the Runway Protection Zone (RPZ) of the OXNARD AIRPORT RUNWAY 25.

Structures, which will result in the congregation of people within an RPZ, are strongly discouraged in the interest of protecting people and property on the ground. In cases where the airport owner can control the use of the property, such structures are prohibited. In cases where the airport owner exercises no such control, advisory recommendations are issued to inform the sponsor of the inadvisability of the project from the standpoint of safety to personnel and property.

This determination expires on 05/01/2009 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-AWP-4469-OE.

Signature Control No: 529934-100847972

(DNE)

Karen McDonald
Specialist

Attachment(s)
Additional Information
Case Description
Map(s)

Additional information for ASN 2007-AWP-4469-OE

ALTHOUGH UNDER THE PROVISIONS OF FAR PART 77 THIS PERIMETER FENCE IS NOT IDENTIFIED AS AN OBSTRUCTION AND IS ISSUED THIS AIRSPACE DETERMINATION WITH THE RUNWAY PROTECTION ZONE (RPZ) ADVISORY, THE FOLLOWING COMMENTS ARE INCLUDED AS ADDITIONAL INFORMATION.

FAA AIRPORTS DIVISION HAS OBJECTIONS TO THIS PROPOSAL. THE FOLLOWING ARE THEIR FINDINGS WHICH THE AIRPORT PLANNER HAS SENT TO VENTURA COUNTY DEPARTMENT OF AIRPORTS:

The Federal Aviation Administration (FAA) Airports Division has completed an Obstruction Evaluation (OE) airspace study based upon a submittal made by A & H Real Properties on FAA Form 7460-1, Notice of Proposed Construction or Alteration. The submittal proposes the construction of an 8-foot high perimeter fence, which will surround a long-term vehicle parking lot facility, located across South Ventura Blvd., directly East of the property boundary of Oxnard Airport. The fence will lie approximately 922' from the centerline of Runway 25's threshold.

The subject fence and vehicle parking lot, as depicted on Enclosure (1) will traverse through the Object Free Area (OFA) and Central Portion of the Runway Protection Zone (RPZ) of Runway 07/25. In accordance with FAA Advisory Circular (AC) Airport Design, 150/5300-13, Change 11, the function of the RPZ is to enhance the protection of people and property on the ground. This is done through airport owner control of the RPZ in order to clear the area of incompatible objects and activities. The RPZ is trapezoidal in shape and begins 200 feet beyond the end of the areas usable for takeoff and landing. The RPZ is comprised of 2 components, the "Central Portion of the RPZ", which is equal to the width of the Runway Object Free Area (ROFA), and the "Controlled Activity Area". This airspace case review is therefore divided into two sections. One section evaluates the proposal's effect on the "Central Portion Area RPZ" and the other section evaluates the proposal's effect on the RPZ "Controlled Activity Area". Please note that a copy of AC can be found at <http://www.faa.gov/airports%5Fairtraffic/airports/resources/advisory%5Fcirculars/>. Use keyword of "Airport Design" and open the complete document with changes 1 through 11.

SECTION ONE

Central Portion of the RPZ: The Central Portion of the RPZ combined with the Object Free Area is defined as that rectangular area which is centered 2500 feet long by 800 feet wide starting 200' East of the existing runway end of Runway 25, on extended centerline as in accordance with AC 150/5300-13, Changes 8 and 11, Paragraphs 212 and 307 and Figure 2-3.

Per AC 150/5300-13, Change 11 Paragraph 212.a. (2)(a) Land Use, "While it is desirable to clear all objects from the RPZ, some uses are permitted, provided they do not attract wildlife, are outside of the Runway OFA, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ" as depicted in Figure 2-3 (Enclosure (2)).

Further clarification on clearing requirements is found within Paragraph 307. "Except where precluded by other clearing standards, it is acceptable to place objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes and to taxi and hold aircraft in the OFA. Objects non-essential for air

navigation or aircraft ground maneuvering purposes are not to be placed in the OFA. Extension of the OFA beyond the standard length to the maximum extent feasible is encouraged."

Based upon the information submitted, our airspace review indicates that the proposed fence project/vehicle parking lot will intersect Runway 25's RPZ ROFA at approximately 922' due East of Runway 25's runway end on centerline and approximately 399' north and 421' south of Runway 07/25's extended centerline. Our analysis has determined that the proposal is not acceptable from an airport design standard application/determination. The FAA Airports Division therefore objects to the proposal and the proposed activity because the fence project traverses/intersects through the entire 800' wide Runway Object Free Area/Central Portion of the RPZ of Runway 07/25 along with the specified proposed parking activity.

SECTION TWO

RPZ Controlled Activity Area: "The controlled activity area is the portion of the RPZ beyond and to the sides of the Runway OFA," as in accordance with AC 150/5300-13, Change 8, Paragraph 212 a. (1)(b) and Figure 2-3." Further clarification of runway design rationale for clearance criteria within RPZ's is also found within Appendix 8, paragraph 8.

Based upon the information submitted, the airspace study reviewed and applied our guidelines cited above. The final analysis has determined that the proposal is not acceptable from an airspace determination. The FAA Airports Division objects to the proposal because the proposed fence project along with the specified parking activity area traverses/intersects through the 1000' inner width of the RPZ. Our guideline development criteria recommends that clear zones be kept free of structures and any development which would create a place of public assembly. The fence project and parking activities, in conjunction with low flying aircraft on approach or departure off Runway 07/25 at Oxnard Airport conflict with design standard recommendations and are not considered an acceptable compatible land use in the proposed location. The property under the approach and departure is acreage the county should be considering for purchase and could utilize Airport Improvement Program (AIP) funding to assist in this accomplishment. Placement of the fence and parking activities within the RPZ is not practical, as this does not provide an enhancement to the protection of people and property on the ground. It is more desirable to clear the entire RPZ of all aboveground objects.

This determination concerns the effect of the proposed development on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of its compliance responsibilities relating to its obligations under airport grant assurances 20 (Hazard Removal and Mitigation) and 21 (Compatible Land Use) nor any law, ordinance, or regulation of any Federal, State, or local government body.

The study did not include any environmental review to determine whether the proposed development is environmentally acceptable. This determination does not indicate FAA approval or disapproval of the physical development involved in the proposal. FAA studies existing and proposed objects and activities, both off and on public-use airports, with respect to their effect upon the safe and efficient use of the airports and safety of persons and property on the ground. These objects need not be obstructions to air navigation, as defined in 14 CFR Part 77. As a result of a study, the FAA may issue an advisory recommendation in opposition to the presence of any off-airport object or activity in the vicinity of a public-use airport that conflicts with an airport planning or design standard or recommendation. If you have any questions MARGIE DRILLING may be contacted at (310) 725-3628.

Case Description for ASN 2007-AWP-4469-OE

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**DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS**

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**DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 24 day of JANUARY, 1995, by and between **Marketplace Partners II, L.P.**, a California limited partnership ("First Party"), and **Albertson's, Inc.**, a Delaware corporation ("Albertson's").

RECITALS:

A. First Party owns an undivided 17.5% fee simple interest and Albertson's owns an undivided 82.5% fee simple interest in and to that certain real property, located at the northeast corner of the intersection of Ventura Road and 5th Street in the City of Oxnard, County of Ventura, State of California shown as Parcels 1, 2 and 3 and Adjoining Property on Exhibit "A" and more particularly described in Schedule I attached hereto (collectively, the "Land").

B. The parties intend and desire to subdivide the Land into five (5) parts. First Party shall use its due diligence and good faith efforts in (i) processing a parcel map through the City of Oxnard and County of Ventura, pursuant to which the Land shall be subdivided into five (5) legal parcels substantially in size and configuration as shown as A, B, C, D and E on Tentative Parcel Map No. 4966, attached hereto as Schedule II ("the Parcel Map"). A, B and C on the Parcel Map are shown as Parcels 1, 2 and 3 on Exhibit "A" attached hereto and are hereinafter collectively referred to as the "Shopping Center." Parcel 1, 2 or 3 as shown on Exhibit "A" is sometimes referred to as "Parcel." D and E on the Parcel Map are shown as the Adjoining Property on Exhibit "A" attached hereto and are hereinafter collectively referred to as the "Adjoining Property."

C. Upon the successful subdivision of the Land into the five (5) legal parcels as shown on the Parcel Map (or, if modified, as approved in writing by First Party and Albertson's), First Party, or its successor or assign, shall be the Owner of Parcels 1 and 3 and the Adjoining Property as shown on Exhibit "A" attached hereto and Albertson's, or its successor or assign, shall be the Owner of Parcel 2 as shown on Exhibit "A" attached hereto.

D. The parties hereto and their successors and assigns shall cooperate with each other and agree to execute, acknowledge (if appropriate) and deliver any and all documents and do such other acts which may be reasonably required to carry out the intent and purposes of this Declaration, including the execution of the Parcel Map for recordation and the execution, acknowledgment and delivery of a grant deed from First Party (or its successor or assign) conveying all of its undivided interest in Parcel 2 to Albertson's or Albertson's designee, and the execution, acknowledgment and delivery of a grant deed from Albertson's (or its successor or assign) conveying all of its undivided interest in Parcels 1 and 3 and the Adjoining Property to First Party or its designee, concurrently with or within seven (7) days after the recordation of the Parcel Map (collectively, "the Final Closing").

E. The Owners desire to impose certain restrictions on the Shopping Center and the Adjoining Property, grant certain easements and otherwise provide certain rights to develop an integrated retail sales complex within the Shopping Center as hereinafter provided. The Adjoining Property shall not be made a part of the integrated retail sales complex and unless specifically referenced herein, shall not be subject to the restrictions or have the benefit of any easement granted hereunder. Any reference to "Parcel," "Common Area" or "Shopping Center" shall not mean or include the Adjoining Property.

I. PRELIMINARY

1.1 Definitions:

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and incorporated herein by this reference, together with those

portions of the Expansion Area which are from time to time covered by a building or other commercial structure.

(c) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(d) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(e) "Consenting Owners": The Owners of Parcels 1 and 2; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(f) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Expansion Area": All those areas on Parcel 1 and Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A."

(h) "First Party": Marketplace Partners II, L.P., Attn: Michael M. Rue, General Partner, 13522 Newport Avenue, #202, Tustin, California 92680.

(i) "floor area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(j) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(k) "National Chain Store": A retail company that will operate a retail store at the Shopping Center, which store will have the standard, prototypical building design and operate under the same trade name as those operated by said retail company in at least 25 retail stores within Southern California or at least 50 retail stores nationally.

(l) "Owner": The record holder of fee simple title to a Parcel, and/or the Adjoining Property and their respective heirs, personal representatives, successors and assigns.

(m) "Parcel": Parcel 1, 2 or 3 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(n) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(o) "Prime Lessee": An Owner of a Parcel who sells said Parcel to an unaffiliated third party and thereafter enters into a net lease for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(p) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(q) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

(r) "Shopping Center": Parcels 1, 2 and 3 collectively, as further described in Schedule I attached hereto and incorporated herein by reference.

1.2 Parties: After recordation of the Parcel Map and the Final Closing, First Party shall be the Owner of Parcels 1 and 3 and the Adjoining Property, and Albertson's shall be the Owner of Parcel 2. The Parcels are located at the northeast corner of the intersection of Ventura

and 5th Street in the City of Oxnard, County of Ventura, State of California as shown on Exhibit "A" attached hereto as Schedule I.

1.3 Purpose: The parties plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by a one inch asphalt dust cap or landscaped lawn area and kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area: The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures not shown on the Site Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except pylon and directional signs (as provided in Article IV), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads

and equipment, recycle centers, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. All portions of a Building Area which cannot be used for buildings shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written consent of the Consenting Owners to the expansion of any building into the Expansion Area shown on Exhibit "A."

2.3 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building

or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this subparagraph (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(d) All buildings on Parcels 1, 2 and 3 shall be single story with mezzanine permitted and shall not exceed twenty-eight (28) feet in height, with architectural treatments not to exceed thirty-six (36) feet in height. No mezzanine or basement shall be used for the sale or display of merchandise.

(e) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first

class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

2.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of

lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

2.5 Casualty and Condemnation: In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap or landscaped lawn area and shall be kept weed-free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

2.6 Indemnification: Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

III. EASEMENTS

3.1 Ingress, Egress and Parking: Each Owner of a Parcel at the Shopping Center, as grantor, hereby grants to the Owners of the other Parcels at the Shopping Center, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to such other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

3.2 Utility Lines and Facilities:

(a) Each Owner of a Parcel at the Shopping Center, as grantor, hereby grants to the Owners of the other Parcels at the Shopping Center, for the benefit of each Parcel belonging to such other Owners, as grantees, a nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of storm water drainage systems or structures (including detention basins as may be required by the City of Oxnard), water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems (except for storm water run off), structures, mains, sewers, conduits, lines and other utilities shall

be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities

described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

3.3 Signs: Each Owner of a Parcel at the Shopping Center, as grantor, hereby grants to the Owners of the other Parcels at the Shopping Center, for the benefit of each Parcel belonging to such other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.4 Building Encroachments: Each Owner of a Parcel at the Shopping Center, as grantor, hereby grants to the Owners of the other Parcels at the Shopping Center, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams does not exceed two (2) feet and building encroachments does not exceed three (3) inches, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 Permanent Service Drive: Each Owner of a Parcel at the Shopping Center, as grantor, hereby grants to the Owners of the other Parcels at the Shopping Center, and their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for

the benefit of each Parcel belonging to the other Owners, as grantee, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Common Area located on the grantor's Parcel(s) shown on Exhibit "A" as "Permanent Service Drive" and more particularly described in Schedule III attached hereto and incorporated herein by this reference.

3.6 Access Easement: The Owner of the Adjoining Property hereby grants to each of the Owners of the Parcels at the Shopping Center, and their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants for the reciprocal benefit of the Owners, as grantees, of the Parcels at the Shopping Center, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Adjoining Property identified as "Proposed Access Easement" on Exhibit "A" and more particularly described in Schedule IV attached hereto and incorporated herein by this reference ("Access Easement"). The Owners of the Shopping Center shall be responsible, at such Owners' cost and expense, for the maintenance and repair of the Access Easement as long as the Adjoining Property remains undeveloped. Upon any development of the Adjoining Property, the Owners of the Shopping Center shall continue to be responsible for the maintenance and repair of the Access Easement but the costs therefor shall be pro-rated among the Owners of the Shopping Center and the Owner of the Adjoining Property based on a ratio determined by dividing the square footage of land area of each such Owners' Parcel or Adjoining Property, as the case may be, into the total square footage of land area at the Shopping Center and the Adjoining Property combined.

3.7 Reciprocal Easement Limitation Nothing contained herein, express or implied, shall be construed as an easement granted for the reciprocal benefit of the Owner of the Adjoining Property or such Owner's tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants; it being agreed and understood by the parties hereto that except for the easement granted pursuant to Section 3.6 above by the Owner of the Adjoining Property, all such other

Pylon Signs shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign structures shall be subject to the approval of the Consenting Owners, as shall be the size, design and location of the sign fascia used; provided, however, that Albertson's and other persons either operating a National Chain Store or occupying not less than 15,000 square feet of ground floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 2 shall have the top designation on each Center Pylon Sign. The Owner of Parcel 1 shall have the right to substitute a Shopping Center designation for any one of its business designations.

(b) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1 and 3 shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

4.4 Protection of Common Areas: Each Owner of a Parcel at the Shopping Center and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel.

4.5 Sales: No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owner or occupant of Parcel 2 shall be permitted from the parking lot on Parcel 2, in the location shown and crosshatched on Exhibit "A," subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days' duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 2, (iii) all booths, stands, displays and other structures

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

VI. GENERAL PROVISIONS

6.1 Covenants Run With the Land: Each Restriction on each Parcel and/or on the Adjoining Property, shall be a burden on that Parcel and/or on the Adjoining Property, shall be appurtenant to and for the benefit of the other Parcels at the Shopping Center and each part thereof and shall run with the land.

6.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners of the Parcels and Adjoining Property, their respective heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel or the Adjoining Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel or the Adjoining Property, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or the Adjoining Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or the Adjoining Property or portion thereof after the date of sale and conveyance of title.

6.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

6.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such

violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

6.5 Modification and Termination: This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Consenting Owners at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the Consenting Owners and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

6.6 Method of Approval: Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 6.5. Except as otherwise set forth in Section 6.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

6.7 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 the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

6.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of this Declaration shall entitle any Owner 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 this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

6.9 Default: A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

6.10 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of

the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

First Party: Marketplace Partners II, L.P.
Attn: Michael M. Rue
13522 Newport Avenue, Suite 202
Tustin, CA 92680

Albertson's: Albertson's, Inc.
Attention: Legal Department
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

6.11 Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

6.12 Attorney's Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or

proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

6.13 Sale & Sale-leaseback Purchaser: Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party and thereafter enters into a net lease for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

6.14 Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this 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.

6.15 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 the parties.

6.16 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 expressly provided herein.

6.17 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.

6.18 **Entire Agreement:** This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

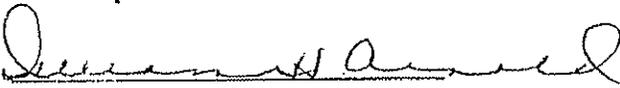
6.19 **Construction:** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.20 **Joint and Several Obligations:** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.21 **Recordation:** This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

EXECUTED as of the day and year first above written.

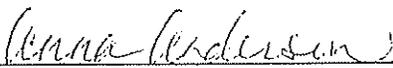
ALBERTSON'S:
Albertson's, Inc.
a Delaware corporation

BY: 
William H. Arnold
Vice President, Real Estate Law

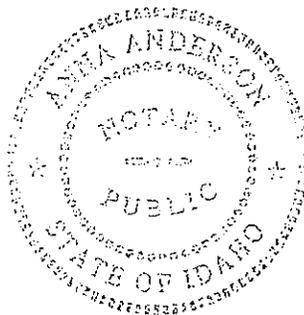
STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of December, 1994, before me, the undersigned, personally appeared **William H. Arnold, Vice President, Real Estate Law, of Albertson's, Inc.**, 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.



My Commission Expires: 4/15/99



LEGAL DESCRIPTION

The land referred to in this Report is situated in the State of California, County of Ventura, City of Oxnard and is described as follows:

That portion of Subdivision 28, Rancho El Rio De Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to the map filed in the office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plff., vs Rafael Gonzalez, et al., Defts.", described as follows:

Beginning at the intersection of the Westerly line of said Subdivision 28 and the Northerly line of Fifth Street, 80 feet wide; thence along said Westerly line,

1st: North 2455 feet, more or less, to the Northwesterly corner of said Subdivision 28; thence along the Northerly line of said Subdivision 28,

2nd: East 1519 feet to a point which is West 909.82 feet from the intersection of said Northerly line with the Northerly prolongation of the centerline of "G" Street as said Street is shown on the map of Walter H. Lathrop Subdivision, recorded in Book 5, page 2-1/2 of Maps, in the office of the County Recorder of said County; thence,

3rd: South 1055 feet to the Northeasterly corner of the land conveyed to Oxnard Union High School district, by deed recorded December 17, 1948 in Book 851, page 114 of Official Records; thence along the Northerly line of said last mentioned land to and along the Northerly line of the land described in the deed to the City of Oxnard recorded November 26, 1948 in Book 848, page 241 of Official Records,

4th: West 929.01 feet to the Northwesterly corner of said last mentioned land; thence along the Westerly line and Southerly prolongation thereof,

5th: South 1175.14 feet to the Southwesterly corner of the land described in the deed to the First Church of Christ, Scientist recorded September 25, 1961 in Book 2051, page 100 of Official Records; thence along the Southerly line of said land,

6th: East 318.40 feet to the Westerly line of said land of Oxnard Union High School District; thence along said last mentioned Westerly line,

7th: South 224.86 feet to the Northerly line of said Fifth Street; thence along said last mentioned Northerly line,

8th: West 913.20 feet to the Point of Beginning.

EXCEPT all the land situated Northerly and Northeasterly of the following described line:

Beginning at the Point of Intersection of the East line of Ventura Road, 60 feet wide, with the Westerly prolongation of the Southerly line of West Second Street, 94 feet wide, as granted to the City of Oxnard, by deed recorded in Book 3833, page 365 of Official Records, said point being in the West line of Subdivision 28 of the Rancho El De Santa Clara O' La Colonia; thence along the said prolongation,

1st: East 20 feet to the beginning of a curve concave Southwest having a radius of 542.84 feet and a central angle of $49^{\circ} 09' 45''$ thence along said Southerly line of the next two courses,

2nd: Southeasterly arc distance of 465.78 feet to a point of reverse curve; thence along a curve concave Northeasterly having a radius of 636.84 feet and a central angle of $26^{\circ} 59' 36''$,

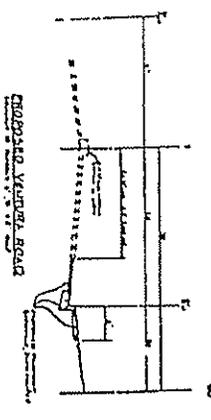
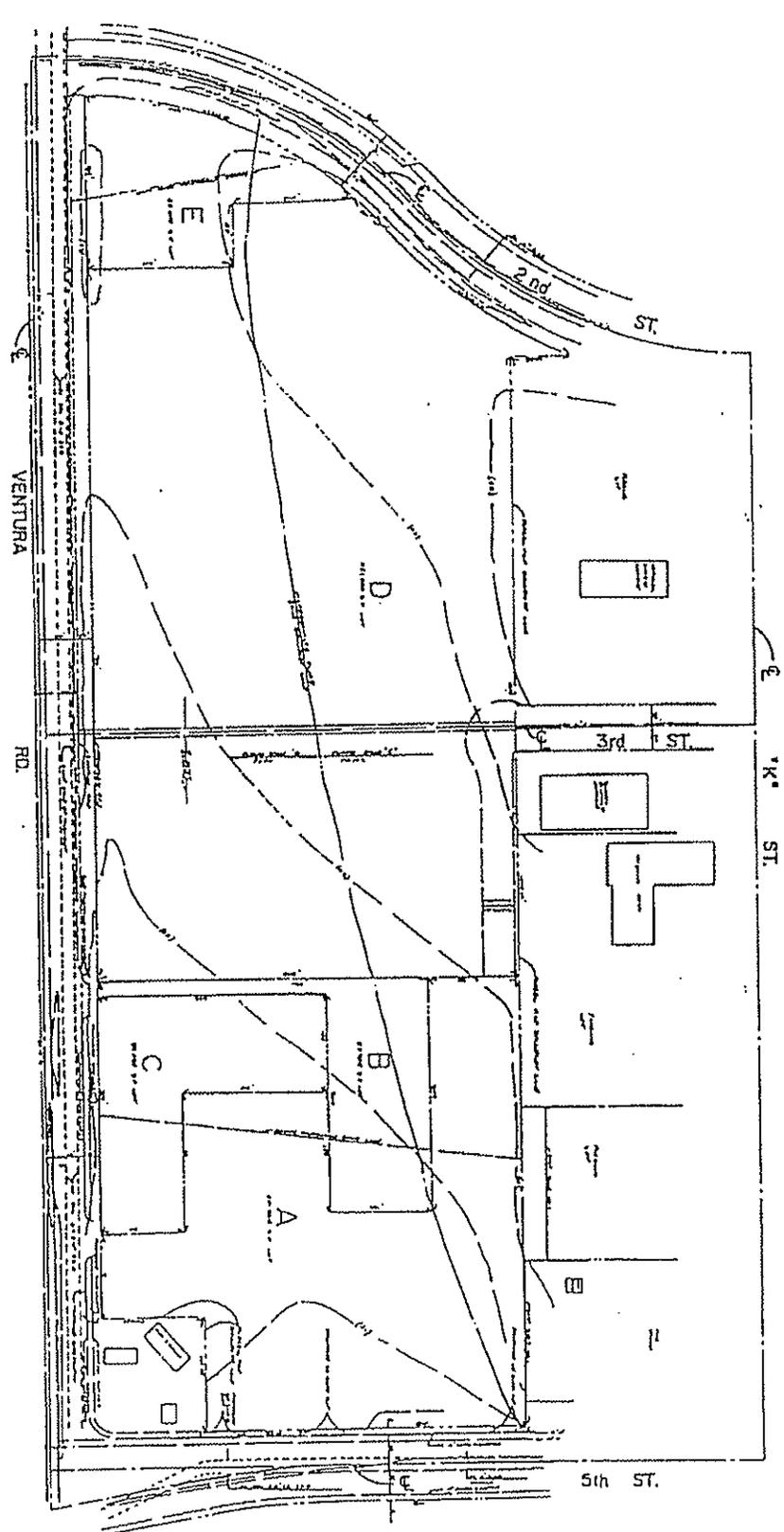
3rd: Southeasterly 300.09 feet to a point on the North line of that certain land described in the deed to the City of Oxnard recorded in Book 848, page 241 of Official Records; thence along the said North line and its Easterly prolongation,

4th: East 850.75 feet, more or less, to a point in the Westerly line of Garden Villa Tract, as per map recorded in Book 17, page 82 of Maps, in the office of the County Recorder of said County.

ALSO EXCEPT that portion of said land described in the deed to Claremont University Center recorded July 13, 1971 in Book 3837, page 823 of Official Records.

ALSO EXCEPT that portion conveyed to the City of Oxnard by deed recorded March 17, 1989 as Document No. 89-041413 of Official Records.

TENTATIVE PARCEL MAP NO. 4966.



- NOTES:
1. THIS MAP WAS PREPARED FROM AERIAL PHOTOGRAPHS AND SURVEY DATA.
 2. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES.
 3. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS SOLID LINES.
 4. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DOTTED LINES.
 5. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE.
 6. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE.
 7. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE.
 8. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE.
 9. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE.
 10. PROPERTY LINES, LOT LINES, EASEMENTS, AND OTHER FEATURES ARE SHOWN AS DASHED LINES WITH A CENTER LINE AND A CENTER LINE WITH A CENTER LINE.

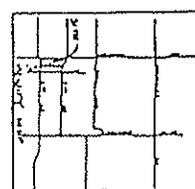
OWNER:
 ORVILLE C. WAGNER
 1000 Pennsylvania St.
 Pasadena, CA 91106
 800-551-8100

APPLICANT:
 International Properties
 1000 Pennsylvania St., 10th Fl.
 Pasadena, CA 91106
 800-551-8100

PREPARED BY:
 The FORTSON GROUP
 800 & 7th St.
 Orange, CA 92668
 714-961-1111



SCHEDULE II



SCHEDULE III

PERMANENT SERVICE DRIVE

Legal Description

A strip of land 24.00 feet in width within Subdivision 28, Rancho El Rio De Santa Clara O'La Colonia in the City of Oxnard, County of Ventura, State of California, according to the map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott et al., Plff., Vs. Rafael Gonzales, et al., Deft.", the centerline of said strip being described as follows:

Beginning at the point of intersection of the Northerly right-of-way of Fifth Street, being 80.00 feet wide, and a line parallel to and 18.00 feet West of, measured at right angles, the fifth course described in the deed to Delanie Vazquez recorded in December 1984 as Document No. U4136161 in the Office of the County Recorder of said County as "South 1175.14 feet to the Southwesterly corner of the land described in the deed to the First Church of Christ Scientist, recorded September 25, 1961 as Document No. 41617, in Book 2051 Page 100 of Official Records; thence along the Southerly line of said land;" thence Northerly 568.94 feet along said parallel line to a point hereinafter referred to as point "A"; thence continuing Northerly 20.00 feet along said parallel line.

Also a strip of land 30.00 feet in width, within Subdivision 28, the centerline of said strip being described as follows:

Beginning at said point "A"; thence Westerly along a line perpendicular to, as measured at right angles, said fifth course 558.00 feet, more or less, to the Easterly right-of-way of Ventura Road, the Easterly half of said right-of-way being 50.00 feet wide.

SCHEDULE IV

PROPOSED ACCESS EASEMENT

Legal Description

A strip of land 40.00 feet in width within Subdivision 28, Rancho El Rio De Santa Clara O'La Colonia in the City of Oxnard, County of Ventura, State of California, according to the map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott et al., Piff., Vs. Rafael Gonzales, et al., Deft.", the centerline of said strip being described as follows:

Beginning at the intersection of the Westerly prolongation of the Northerly line of Third Street and a line parallel to and 20.00 feet West of, measured at right angles, the fifth course described in the deed to Delanie Vazquez recorded in December 1984 as Document No. U4-136161 in the Office of the County Recorder of said County as "South 1175.14 feet to the Southwesterly corner of the land described in the deed to the First Church of Christ Scientist, recorded September 25, 1961 as Document No. 41617, in Book 2051 Page 100 of Official Records; thence along the Southerly line of said land,"; thence Southerly 352.22 feet along said parallel line.

GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
 NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:

1/250 S.F. G.B.A.

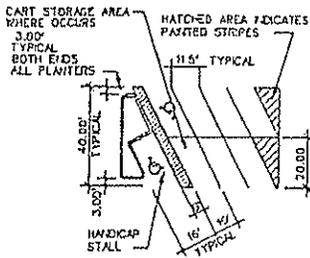
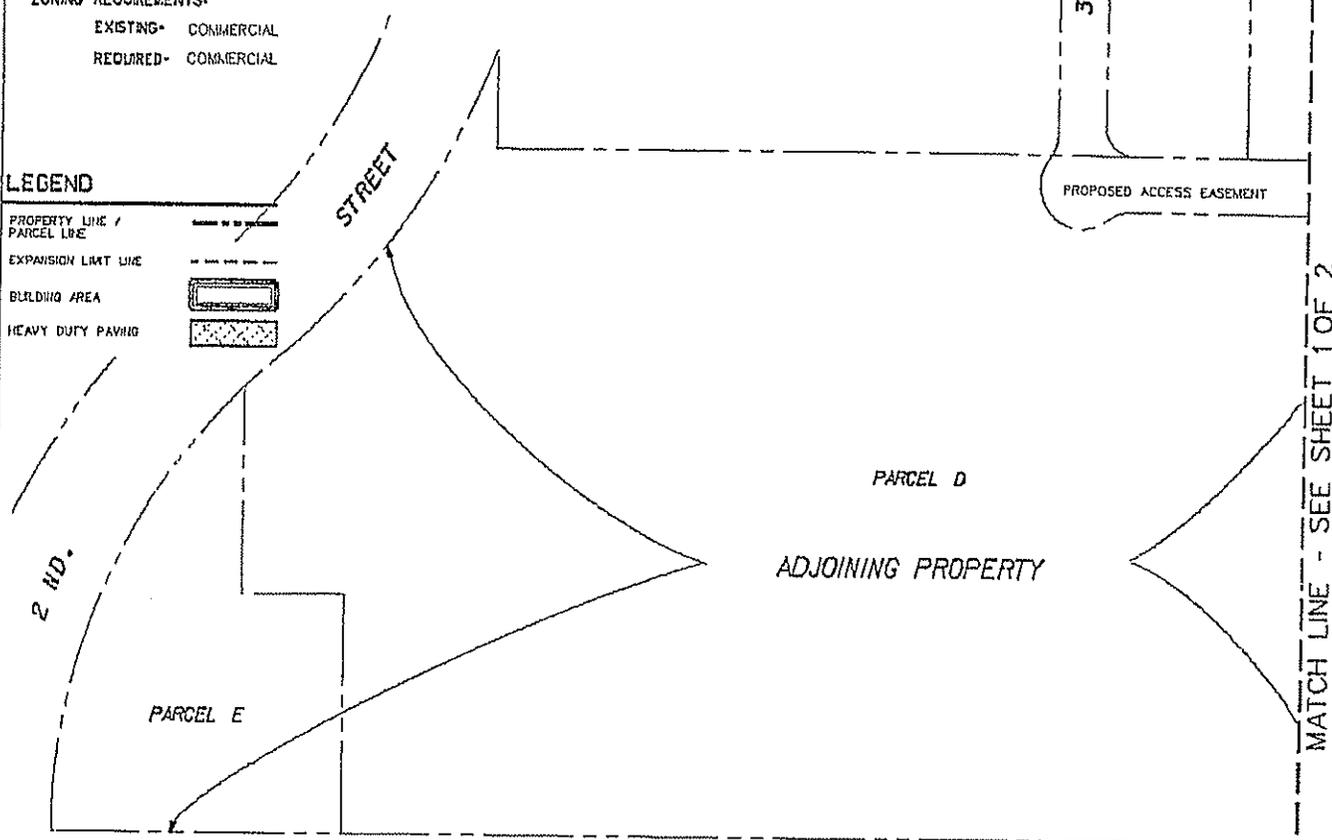
BUILDING SETBACK REQUIREMENTS:
 BY CITY REVIEW

LANDSCAPE REQUIREMENTS:
 BY CITY REVIEW

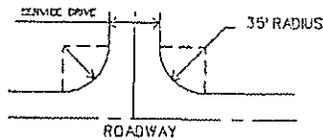
ZONING REQUIREMENTS:
 EXISTING- COMMERCIAL
 REQUIRED- COMMERCIAL

LEGEND

PROPERTY LINE / PARCEL LINE	---
EXPANSION LIMIT LINE	---
BUILDING AREA	[Hatched Box]
HEAVY DUTY PAVING	[Stippled Box]



(A) PARKING DETAIL
 1"=50'-0"



(B) CURB CUT DETAIL
 1"=50'-0"





Ventura Appraisal Consulting Corporation

LINDSAY F. NIELSON, B.A., J.D. Appraisal Qualifications

Born 1940 in Manila, Philippine Islands. Raised in Palm Springs, California. Attended University of Redlands and UCLA, graduating with Honors in 1962. Earned Certificate in Real Estate from UCLA Extension in 1966 with area of concentration in Real Estate Appraising. Awarded Juris Doctor law degree in July 1975. Awarded SRA designation in 1969. State of California- General Appraisal Certification #AG0 22318.

Hired by Financial Savings and Loan Association, Culver City, as a staff appraiser in 1963. Appraisal work was primarily single family and multiple-residential properties.

Employed by Hoffman, Vance and Worthington, Land Management, Ventura, 1965, where in addition to appraisal duties, responsibilities included management and leasing of major agricultural, commercial and residential properties, including the development of a shopping center in Ventura.

Formed own Appraisal and Real Estate Consulting firm in 1972.
Incorporated business as Ventura Appraisal Consulting Corporation in 1975.

Formed Real Estate Arbitration Mediation Services, a company for resolution of real estate disputes.

Special Education Courses Relative to Appraisal Profession:

Principles of Real Estate Appraisal
Advanced Real Estate Appraisal
Real Estate Investment Analysis
Real Estate Finance
Real Estate Appraisal for Investment Purposes
Legal Aspects of Real Estate
Real Estate Finance - Advanced
Income Tax Factors of Real Estate Investment
Condemnation Appraising and Eminent Domain
Ethics and Practice of Real Estate Appraising
Earned Juris Doctor law degree in 1975 - Ventura College of Law
Completed Certificate Program - Pepperdine University Law School Institute of Arbitration and Mediation

Have attended educational seminars of the International Right of Way Association and the American Institute of Real Estate Appraisers and Society of Real Estate Appraisers. Attended numerous courses on real estate law. Have been an Instructor in real estate appraisal, law and practice at Ventura College of Law, Ventura Community College and Ventura Unified School District Adult Education. Lifetime Teaching Credential, State of California Community Colleges.

LINDSAY F. NIELSON

Appraisal Qualifications

Page 2

Types of Appraisals Made:

Residential - single-family units and multiple-dwelling units, recreational properties, special use properties including cemeteries, lakes, mining properties, debris basins, dams

Commercial and investment properties

Ranches - pasture lands, croplands, orchard properties- citrus, olives, pistachios

Eminent Domain - pipelines, electrical transmission lines, public roads, tunnel easements, freeways, flood control improvements, drainage channels, school and park sites, sewer easements, redevelopment projects and development rights.

Miscellaneous - lumber yards and industrial lands, industrial feasibility study, service station sites and gravel properties, estate appraisals, tax allocations, outdoor advertising billboards, cemeteries, unique valuation problems, minority interests, real estate fraud, casualty losses, leaseholds and property tax appeals.

Appraisals Made in the Following Counties & States:

Ventura, Los Angeles, Santa Barbara, Kern, San Benito, San Luis Obispo, Riverside, Fresno, San Bernardino, Tulare, Monterey, Alameda, Madera and Stanislaus, California.

Appraisal assignments include assignments in the states of Florida, Idaho, Nevada and Hawaii.

Partial List Of Appraisal Clients:

Standard Oil Company, Bugle Boy Industries, Ojai Valley Inn, Kinko's Corporation, Insurance Company of North America, Kaiser-Aetna, Southern California Edison Company, Cal-Mat Company, Cities of Ventura, Oxnard, Thousand Oaks, Simi Valley, Fillmore, Santa Barbara, Camarillo and Ojai, County of Ventura, Ventura County Flood Control District, Bank of America, Bank of A. Levy, Crocker Bank, Texaco, Limoneira Company, 3-M National Advertising, Ventura, Ojai and Oxnard Redevelopment Agencies, Valley Oaks School District, Timber School District, Ventura Unified School District, Conejo Park and Recreation District, REIT of California, Ventura Port District, US Corps of Engineers, US Department of Justice, US Department of Air Force and many attorneys and landowners in the Ventura and Southern California area and others.

Civic and Professional Organizations:

Member, International Right of Way Association

Former Director, Society of Real Estate Appraisers, Chapter 180

Former Commissioner, Ventura Redevelopment Agency

Former Commissioner, Ventura Housing Authority

Member, 1972 Ventura County Grand Jury (Chairman of Fiscal and Audit Committee)

Member, Urban Land Institute

Member, National Association of Housing Redevelopment Officials (NAHRO)

Member and Panelist, American Arbitration Association

Member, Tax Assessment Appeals Board, County of Ventura (1974-1976)

Ventura County Assessment Hearing Officer (1976-1978)

Member of Faculty, Ventura College of Law Instructor - "The Law of Real Property"

Part-time Faculty Member, Ventura Community College Instructor - "Real Estate Principals"

President and Director of Ventura County Taxpayer's Association (1992)

President, Turning Point Foundation (Mental Health Assistance)

LINDSAY F. NIELSON

Appraisal Qualifications

Page 3

Interim President, Weiss Global Corporation per Court order 1993
President of Farmont Corporation (2000 Acre Development in Ojai)
President of Rancho Matilija Mutual Water Company
President of Ventura Appraisal Consulting Corporation
Directorships; Faria Family Foundation, Community Hospital Foundation. VJF Ranch Co.
and Director and Corporate Council for Center for Internee Rights - a Human Rights Organization
concerned about the rights of Civilian Prisoner's of War in World War II
Qualified as Expert Witness in Superior Court, State of California
Qualified as Expert Witness in Federal District Court
Qualified as Expert Witness in Bankruptcy Court
Qualified as Expert Witness in United States Tax Court
Qualified as General Services Administration (Federal) Appraiser
Court Appointed Referee and Receiver in over 180 business and real estate matters for Superior
Court, Ventura County including the following: Ahmanson Corporation where I completed the
development of a 108 lot subdivision in Simi Valley; Boy's Market where I operated a market for
one year pending litigation; CCF and Equivest Investments where we disposed of approximately
15 properties throughout California pursuant to Court Order; appointed Trustee for numerous
trusts per Superior Court Order; and, disposed of approximately \$200,000,000 worth of real estate
pursuant to Court Order.
Judge Pro Tempore, Ventura County Municipal Court for over ten years
Appointed Member, "Blue Ribbon Commission"-1992- to establish Ventura County Supervisor's
and elected officials compensation rates and benefits.
Appointed Member, Ventura County Commission regarding Excess County-Owned Real Estate
Founding Member "The Great Ventura Philosophical and Chowder Society"
Automobile Club of Southern California - Member of Advisory Board Representing Ventura
County
Appointed as the Citizen Member of the Ventura County Treasury Oversight Committee
overseeing County of Ventura's \$1.25 billion dollar investment portfolio

Articles and Cases Published:

"Windbreak Condemnations - An Approach to Value" - February, 1970 - California Citrograph

Ventura County Flood Control vs. Security Pacific Bank, 15 Cal.App.3d 996

This was a condemnation action involving the capitalization of future earnings to
determine severance damages which previously had been disallowed by California Courts.

Estate of Elizabeth G. Hughan, Deceased vs. Commissioner, United States Tax Court (Docket
#23221-88.) T.C. Memo 1991-275 (filed June 17, 1991) Case reported in CCH Dec
47,413(M) - This case involved Special Use Valuation for farm land located adjoining a
metropolitan area. It considered the impact on valuation by the spillover effect of Los
Angeles County on Ventura County's agricultural lands.

(12/3/04)

WILLIAM U. ARNOLD, JR.
Appraisal Qualifications

Born 1948 in Ventura, California.

Attended San Diego State University, graduating in 1974.

Hired by the firm of Hoffman, Vance and Worthington in 1974. Responsibilities included management and leasing of an 8-acre shopping center, consisting of approximately 20,000 sq. ft. of office space and 50,000 sq. ft. of commercial space. Duties also included management and leasing of 10,000 acres of agricultural land in Ventura County. Appraisal duties involved primarily the valuation of agricultural, industrial and commercial properties in Ventura County.

In 1980 became affiliated with Ventura Appraisal Consulting Corporation in an appraisal and management capacity. Appraisal responsibilities include appraisals of industrial, commercial, agricultural and residential properties throughout Ventura County. These appraisals were performed for both government entities and land owners. In addition to the appraisal assignments, duties have included management of approximately 50,000 sq. ft. of professional office buildings as well as right-of-way acquisition.

Awarded General Accredited Appraiser (GAA) designation by the National Association Of Realtors.

Special Educational Courses Relative
to Appraisal Profession:

- Principle and Practices of Real Estate
- Real Estate Finance
- Real Estate Appraisal
- Real Estate Appraisal, Advanced
- Legal Aspects of Real Estate
- California and Federal Income and Estate Taxes Affecting Real Estate
- Society of Real Estate Appraisers Courses 101, R2 & 201
- Have attended educational seminars of the American Society of Farm Managers and Rural Appraisers, and the Society of Real Estate Appraisers.

Qualified Expert Witness * Superior Court * Ventura County * State of California

Qualified Expert Witness * Federal Bankruptcy Court

Certified General Real Estate Appraiser * Number AG010037 * State of California

Licensed Real Estate Broker * State of California

Member - National Association of Realtors - Appraisal Section and Realtor

- California Association of Realtors
- Ventura Board of Realtors