

**CONSTRUCTION, OPERATION AND
RECIPROCAL EASEMENT AGREEMENT**

February 24, 1989

Part V

REA

EXHIBIT J

PUSHCART OPERATION AND MAINTENANCE STANDARDS

1. Hours of Operation: Carts may be operated Monday through Sunday, during Center operating hours.
2. Design and Construction of Carts. Carts shall be of first quality construction and of a design which is aesthetically harmonious with the balance of the Center. The exterior design of carts shall be subject to the written approval of Developer, Agency, and Majors, as applicable, which shall not be unreasonably withheld.
3. Location of Carts: Carts shall be located and permitted to operate only within the areas specifically designated therefor on the Common Area Site Plan, Exhibit C to this REA (the "cart operating area"). Tables and chairs may be placed in or about Nordstrom's cart operating area, at locations which do not interfere with the free flow of pedestrian traffic through the Common Area.
4. Cart Attendants: All carts shall be operated in a courteous and professional manner. Carts shall be attended at all times during operating hours. No young children or pets of attendants or licensees shall be permitted. All cart attendants shall dress in a neat and professional manner and wear visors instead of sunglasses.
5. Merchandise: Goods and services offered from carts shall be in good taste, compatible with the operation of a first class regional shopping center, and otherwise in conformity with the requirements of this REA.
6. Operations: Carts shall at all times be operated and maintained in a safe, clean and orderly condition. Carts shall be repainted, and awnings (if any) cleaned or replaced, at such intervals as are necessary to keep them in first-class condition. Any empty boxes or trash must be taken to trash disposal areas and not left in or around carts. Carts offering food or drink shall comply with all applicable health and safety laws.
7. Stock and Display: Carts offering merchandise for sale shall not have the appearance of emptiness and shall be 100% stocked at all times.
8. Smoking, Food and Drink: Cart attendants shall not be permitted to smoke, eat or drink in or around the cart operating area. Breaks must be covered by other cart attendants.
9. Appliances: No appliances such as radios, loud speakers, personal stereos, heaters, or fans are permitted in the cart operating area.

10. Security. Mobile carts shall be transported to and from the cart operating area during Center non-operating hours and stored within buildings or at an off site location. Non-mobile carts (i.e., carts which are of a size or design not suited to frequent movement) shall be secured within the cart operating area and shall have a lockable tarpaulin or other cover to protect the cart and its contents from theft or vandalism. Cart owners shall be solely responsible for transporting carts and for the security thereof.

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12/2/88

EXHIBIT "K"

SIGN CRITERIA

[to be attached subsequent to Close of Escrow]

EXHIBIT L

RULES AND REGULATIONS

A. Common Area.

1. The surface of the Paseos and service corridors shall be maintained level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute thereof as the Parties shall deem appropriate.
2. All papers, debris, filth and refuse shall be removed from the Center, and paved areas shall be washed or thoroughly swept as required. To the extent reasonably practicable, sweeping shall be performed prior to the Stores opening for business to the public, using motor driven vacuum cleaning equipment where feasible.
3. All trash and rubbish containers located in the Common Area for the use of Permittees shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition.
4. All hard-surfaced markings and curbs shall be inspected at regular intervals and promptly repainted as the same shall become unsightly or indistinct from wear and tear, or other cause.
5. All storm drain catch basins shall be cleaned on a schedule sufficient to maintain all storm drain lines in a free-flowing condition and all mechanical equipment related to storm drain and sanitary sewer facilities shall be regularly inspected and kept in proper working order.
6. All escalators and elevators shall be: (a) inspected and maintained at intervals sufficient to keep them in good and safe operating condition; (b) promptly repaired upon discovery of any malfunction; and (c) operated in accordance with all applicable laws and regulations.
7. All stairways shall be: (a) swept and washed at intervals sufficient to maintain the same in a clean condition; (b) inspected at regular intervals; and (c) promptly repaired upon discovery of any irregularities or worn portions thereof.
8. Showers within the Common Area, which shall be limited to use by persons employed by Occupants ("Center Employees"), shall be: (a) kept locked at all times and accessible only by key obtained from the Center management office or security personnel; (b) available only for use by Center Employees during the period from 8:30 a.m. to 4:30 p.m. each day the Center is open for business; (c) maintained in a neat and clean condition; and (d) subject to such other rules and regulations as may be approved from time to time by the Parties. The showers may also be utilized by employees of the Arts Complex and artisans and performers appearing thereat.

9. All glass, including skylights, plate glass and/or glass enclosed devices, if any, within the Arts Complex, shall be cleaned at intervals sufficient to maintain the same in a clean condition.

10. All surface utility facilities servicing the Common Area, including, but not by way of limitation, hose bibbs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon discovery of any defect or malfunctioning.

11. All Common Area amenities, benches, and institutional, directional, traffic and other signs shall be inspected at regular intervals, maintained in a clean and attractive surface condition and promptly repaired or replaced upon discovery of any defects or irregularities thereto.

12. All lamps shall be inspected at regular intervals and all lamps shall be promptly replaced when no longer properly functioning.

13. The improvements on and to the Common Area shall be repaired or replaced with materials, apparatus and facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced.

14. The Common Area shall be illuminated in such areas as the Parties shall determine, at least during such hours of darkness as any of the Stores shall be open for business to the public, and for a reasonable period thereafter, in order to facilitate egress from the Center by Permittees.

15. The Parties shall use reasonable efforts to require their respective Permittees to comply with all regulations with respect to the Common Area, including, but not by way of limitation, directional markings and signs restricting access to certain portions of the Common Area.

16. Bicycle parking shall be restricted to areas within the Common Area specifically designated therefor. The Parties shall use reasonable efforts to require their respective Permittees to comply with such bicycle parking restrictions.

B. Floor Area.

1. All Occupants shall have their window displays and exterior signs adequately illuminated continuously during hours of darkness until 10:00 p.m., or until one-half (1/2) hour after both Majors have closed, whichever is earlier.

2. All Floor Area, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a neat, clean and orderly condition.

3. All trash, refuse and waste materials shall be regularly removed from the Premises of each Occupant of the Center, and until removal shall be stored: (a) in adequate containers located so as not to be visible to the general public shopping in the Center, and (b) so as not to constitute any health or fire hazard or nuisance to any Occupant.

4. No portion of the Center shall be used for lodging purposes.

5. Except as permitted under Sections 11.8 and 11.9 of this REA, neither sidewalks nor walkways shall be used to display, store or place any merchandise, equipment or devices.

6. Except as permitted under Section 11.8 of this REA, no advertising medium shall be utilized which can be heard or experienced outside of the Floor Area, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or television.

7. No use shall be made of the Center or any portion or portions thereof which would (a) violate any law, ordinance or regulation, (b) constitute a nuisance, (c) constitute an extra-hazardous use, or (d) violate, suspend or void any policy or policies of insurance carried by Developer and/or the Majors on their respective improvements.

8. Developer shall use reasonable efforts to require Occupants of the Developer Tract to cause all trucks servicing the retail facilities of the Developer Tract to load and unload prior to the hours the Center is open for business to the general public.

C. Conduct of Persons.

The Parties hereto do hereby establish the following rules and regulations for use of the Paseos and other common facilities provided for the use of Permittees:

1. No Person shall use the Paseos or service corridors except as a means of egress from or ingress to any Floor Area and Automobile Parking Areas, or adjacent public streets or such other uses as approved by the Parties. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. No Paseo or service corridor shall be used for other than pedestrian travel or such other uses approved by the Parties.

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

3. Except as permitted under Section 11.8 and 11.9 of this REA, no person, without the written consent of the Parties, shall in or on any part of the Common Area:

a. Vend, peddle or solicit orders for sale or distribution

of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

b. Exhibit any sign, placard, banner, notice or other written material.

c. Distribute any circular, booklet, handbill, placard or other material.

d. Solicit contributions for or membership in any organization, group or association for any purpose.

e. Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by any Permittees, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments or offices within the Center.

f. Use any Common Area for any purpose, other than maintenance and repairs, when none of the retail establishments or offices within the Center is open for business or employment.

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

h. Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to Occupants or Permittees.

i. Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Center, or the property of customers, business invitees or employees situated within the Center.

The Operator (and the Majors, but only as to those portions of the Common Area, if any, that lie within their respective tracts) shall have the right to remove or exclude from or to restrain (or take legal action to do so) any non-Permittee from, or from coming upon, the Center or any portion thereof, and prohibit, abate and recover damages arising from any unauthorized act, whether or not such act is in express violation of the prohibitions listed above. In so acting, the Operator (or Majors, as applicable) is/are not the agent of other Parties or Occupants of the Center, unless expressly authorized or directed to do so by such Party or Occupant in writing.