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JEFFERY SMITH
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2017 Jun 15 12:16 pm FEE 79.00 BY SW
RECORDED FOR OREM CITY CORPORATION

Family Center Orem Shopping Center, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

Above Space for Recorder's Use Only

**SECOND AMENDMENT TO
RECIPROCAL EASEMENT AND OPERATION AGREEMENT**

This Second Amendment to Reciprocal Easement and Operation Agreement (this "Second Amendment") is made and entered into as of June 15th, 2017, by and between ASHLEY REAL ESTATE LLC, a Delaware limited liability company ("Willey"), FAMILY CENTER OREM SHOPPING CENTER, LLC, a Delaware limited liability company ("Venture"), and TRU 2005 RE I, LLC, a Delaware limited liability company ("Toys").

RECITALS

A. Reference is made to that certain Reciprocal Easement and Operation Agreement dated as of April 26, 1991 between R.C. Willey Home Furnishings, a Utah corporation ("Original Willey Party"), University Square Associates, a Utah limited partnership ("Original Venture Party"), and TOYS "R" Us, Inc., a Delaware corporation (the "Original Toys Party"), and recorded on April 30, 1991 at Entry 15743, Book 2785, Page 702 in the official records of Utah County, Utah (the "Original Agreement"), as amended by First Amendment to Reciprocal Easement and Operation Agreement dated October 22, 1991 and recorded on August 7, 1992 at Entry 39973, Book 2978, Page 920 and re-recorded on August 21, 1992 at Entry 42918, Book 2986, Page 801 (the "First Amendment"). The Original Agreement, as amended by the First Amendment is referred to herein as the "Agreement".

B. Willey is the current owner of the Willey Parcel (as defined in the Agreement, legally described on Schedule A to this Second Amendment and re-depicted on Exhibit 1 attached to this Second Amendment as "Lot 1, Plat A") and the current successor-in-interest to Original Willey Party under the Agreement.

C. Venture is the current owner of the Venture Parcel (as defined in the Agreement, legally described on Schedule A to this Second Amendment and re-depicted on Exhibit 1 attached to this Second Amendment as "Lots 2, 4 and 5, Plat A, and Lot 1, Plat C") and the current successor-in-interest to Original Venture Party under the Agreement.

D. Toys is the current owner of the Toys Parcel (as defined in the Agreement, legally described on Schedule A to this Second Amendment and re-depicted on Exhibit 1 attached to this Second Amendment as "Lot 3, Plat A") and the current successor-in-interest to Original Toys Party under the Agreement.

E. In addition to the existing Outparcel described in the Agreement, the Parties desire to enter into this Second Amendment to permit the development of two additional outparcels in the Shopping Center that are referred to herein as the “**Venture Outparcel**” and the “**Willey Outparcel**” as depicted in the approximate locations shown on Exhibit 1 attached to this Second Amendment. The Venture Outparcel and the Willey Outparcel are sometime collectively referred to herein as the “**New Outparcels.**”

F. The Utah Transit Authority has issued a notice of condemnation concerning a portion of the Shopping Center in connection with street improvements to University Parkway (the “**UTA Project**”). The parties desire to document their agreement to alternative site plans for the development of the New Outparcels depending on whether the UTA Project proceeds.

G. In addition to setting forth the terms and provisions for the development of the New Outparcels, the Parties also desire to document certain other modifications to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, Willey, Venture and Toys agree as follows:

1. Capitalized Terms. All initial capitalized terms used but not defined in this Second Amendment shall have the meanings given to such terms in the Agreement.

2. Creation of New Outparcels.

2.1 Venture Outparcel. The Venture Outparcel consists of a portion of the existing Venture Parcel and a portion of the existing Toys Parcel. Venture shall be responsible, at Venture’s sole cost and expense, for processing a re-plat, lot line adjustment or other subdivision approval with the City of Orem (“**City**”) to create the Venture Outparcel as a separate legal parcel. The Parties shall cooperate with such subdivision, including the execution of any applications required for such subdivision, provided that neither Toys nor Willey shall be required to incur any liability or unreimbursed out-of-pocket expense for the subdivision to create the Venture Outparcel as a separate legal parcel. The Parties hereby approve the subdivision plat for the Venture Outparcel attached hereto as Exhibit 2 that has been submitted to the City for governmental approval. Any revisions to such subdivision plat that are requested by Venture to obtain City approval shall be subject to Toys approval, which approval shall not be unreasonably withheld, conditioned or delayed. As long as there are no substantial changes to the boundaries of the Venture Outparcel that materially adversely affect access to the Willey Parcel or that create a conflict with the requirements of Section 4 or Section 5 of this Agreement, the consent of Willey to such subdivision plat revisions shall not be required. In the case of any changes to the exact boundaries of the Venture Outparcel in the final subdivision plat for the Venture Outparcel approved by the City, then the Parties shall execute an amendment to this Agreement to document the exact boundaries and legal description for the Venture Outparcel. Upon the receipt of the subdivision approval for the Venture Outparcel, Toys shall convey to Venture pursuant to a separate agreement between Venture and Toys, the portion of the Venture Outparcel that is currently a part of the existing Toys Parcel. Upon such conveyance the Toys Parcel shall exclude any portion of the Venture Outparcel and the entire Venture Outparcel shall thereafter be included in the Venture Parcel under the Agreement.

2.2 Willey Outparcel. The Willey Outparcel constitutes a portion of the Willey Parcel. Willey shall be responsible, at Willey's sole cost and expense, for any subdivision approval that Willey desires to pursue to create the Willey Outparcel as a separate legal parcel. The Parties shall cooperate with such subdivision, including the execution of any applications required for such subdivision, provided that neither Toys nor Venture shall be required to incur any liability or unreimbursed out-of-pocket expense for the subdivision to create the Willey Outparcel as a separate legal parcel. The boundaries of the Willey Outparcel shall be substantially as shown on Exhibit 1 attached to this Second Amendment, subject to any minor adjustments required to such boundaries by the City that do not materially affect access to the Venture Parcel or Toys Parcel and that do not create a conflict with the requirements of Section 4 or Section 5 of this Agreement. Upon issuance and recordation of the subdivision approval for the creation of a the Willey Outparcel as a separate legal parcel, the Parties shall execute and record an amendment to the Agreement to document the exact boundaries and legal description for the Willey Outparcel. The Willey Outparcel shall continue to constitute a portion of the Willey Parcel under the Agreement.

2.3 Additional Provisions. Notwithstanding the foregoing, for purposes of compliance with all covenants, obligations, restrictions and other terms and provisions of the Agreement: (a) each of the New Outparcels shall constitute a separate Parcel under the Agreement, (b) the remainder of the Venture Parcel that is not included in the Venture Outparcel shall constitute a separate Parcel under the Agreement, (c) the remainder of the Willey Parcel that is not included in the Willey Outparcel shall constitute a separate Parcel under the Agreement, (d) the owner of each New Outparcel shall constitute a Party under the Agreement and shall be liable for compliance with all covenants, obligations, restrictions and other terms and provisions of the Agreement applicable to such New Outparcel, (e) notwithstanding that the Venture Outparcel constitutes a portion of the Venture Parcel, if the Venture Outparcel is owned by a different owner than the owner of the remainder of the Venture Parcel, then the owner of the remainder of the Venture Parcel outside of the Venture Outparcel shall have no obligations or liabilities with respect to the Venture Outparcel, and (f) notwithstanding that the Willey Outparcel constitutes a portion of the Willey Parcel, if the Willey Outparcel is owned by a different owner than the owner of the remainder of the Willey Parcel, then the owner of the remainder of the Willey Parcel outside of the Willey Outparcel shall have no obligations or liabilities with respect to the Willey Outparcel (except Section 5.4 of this Second Amendment, in which the parking ratio of the Willey Parcel and the Willey Outparcel are calculated together).

3. Supplement to Site Plan. The Site Plan for the Agreement shall hereafter be supplemented by the site plans attached to this Second Amendment as Exhibit 1. The first page of Exhibit 1 is the current site plan for the Shopping Center, as modified to show the New Outparcels but not to reflect the UTA Project. Such site plan shall be applicable if the UTA Project does not proceed. The second page of Exhibit 1 is the current site plan for the Shopping Center, as modified to show the New Outparcels and to reflect the UTA Project. Such site plan shall be applicable if the UTA Project proceeds. To the extent of any inconsistencies regarding the current parking and drives and the proposed New Outparcels, the applicable page of Exhibit 1 attached to this Second Amendment controls over Exhibit D attached to the Original Agreement and Exhibit D attached to the First Amendment.

4. Development of New Outparcels. Notwithstanding any contrary term or provision of the Agreement, including without limitation Section 4.01 of the Agreement, the maximum Floor Area, permitted Building Area, and maximum height applicable to each New Outparcel shall be as set forth in the following terms and provisions, which shall control over any inconsistent terms and provisions set forth in the Agreement:

4.1 the maximum Floor Area constructed on the Venture Outparcel shall be 3,750 square feet;

4.2 the maximum Floor Area constructed on the Willey Outparcel shall be 5,000 square feet;

4.3 subject to compliance with the maximum Floor Area applicable to a New Outparcel, the Building Area for each New Outparcel shall not be limited to a particular location or area of such New Outparcel;

4.4 the maximum height of each building on a New Outparcel shall be twenty-one (21) feet to the top of any roof or parapet, and twenty-three (23) feet to the top of the highest rooftop projection or other architectural feature (including screening for rooftop satellites and HVAC units);

4.5 the site plans and elevations for development of each New Outparcel (including exterior specifications of buildings, signs and all other material improvements), must be approved by the owner of each of the Toys Parcel, Willey Parcel and Venture Parcel (excluding the owner of each of the New Outparcels and the existing Outparcel) before construction thereof, which approval shall not be unreasonably withheld or delayed; provided that (a) the Parties hereby acknowledge that the boundaries of the New Outparcels as shown on Exhibit 1 attached to this Second Amendment are the current approximate boundaries and may be subject to minor adjustment as required by the City of Orem; (b) the respective site plans for each of the Venture Outparcel and Willey Outparcel shown on Exhibit 1 attached to this Second Amendment are hereby approved by the Parties; (c) the elevations for the building to be constructed on the Venture Parcel shown on Exhibit 5 attached to this Second Amendment are hereby approved by the Parties; and (d) the elevations for the building to be constructed on the Willey Outparcel shall not require approval if such elevations are (i) consistent with the prototype building elevations for a national retail or restaurant tenant, (ii) compatible with the architectural theme and appearance of the remaining buildings in the Shopping Center, and (iii) do not exceed the height limitation set forth in Section 4.4 above.

4.6 (a) each New Outparcel must be approved by all applicable governmental authorities and the approval by applicable governmental authorities of such New Outparcel shall not impose any new or more restrictive governmental requirements on the Toys Parcel as currently improved and operated, including but not limited to applicable zoning, parking and exterior requirements with respect to the Americans With Disabilities Act (“ADA”) and building sprinkler and fire suppression system requirements pursuant to building code (collectively, “**Imposed Upgrades**”) (except as contemplated in clause (c) below); (b) the owner of a New Outparcel shall not allow any business to be constructed or operated on such New Outparcel unless the approval by applicable governmental authorities of such business does not result in

any Imposed Upgrades on the Toys Parcel as currently improved and operated (except as contemplated in clause (c) below); and (c) if any Imposed Upgrades on the Toys Parcel as currently improved and operated do result from the actions described in the foregoing provisions of this Section 4.6, the owner of the applicable New Outparcel shall perform, at no cost to the owner of the Toys Parcel, any Imposed Upgrades on the Toys Parcel as currently improved and operated that may be required by any governmental authority as a result thereof, which Imposed Upgrades to the Toys Parcel shall be performed on a concurrent basis with the construction of the improvements on the New Outparcel and such Imposed Upgrades on the Toys Parcel shall be completed before business opens on the New Outparcel; provided, however, that notwithstanding the foregoing provisions of this Section 4.6, the owner of the Toys Parcel acknowledges and approves the reduction in the parking ratio on the Toys Parcel referenced in Section 5.2 below; and provided, further, that this Section 4.6 shall not impose upon the owner of a New Outparcel any obligation with respect to interior ADA requirements applicable to any building on the Toys Parcel;

4.7 the restrictions in the Agreement against the performance of construction or other work in the Shopping Center during the months of October, November and December shall continue to apply as set forth in the Agreement, except that, subject to compliance with the terms and provisions of this Second Amendment, such restrictions shall not be applicable to work that is performed solely within the interior of the building on a New Outparcel and that does not affect any parking, drive aisles or other Common Areas located outside of such New Outparcel; and

4.8 as a covenant in favor of and enforceable by the owner of the Toys Parcel, all construction work performed in connection with the development of the new building and associated improvements on the Venture Outparcel shall comply with the construction protocol attached to this Second Amendment as Exhibit 3A.

5. Parking. Notwithstanding any contrary term or provision of the Agreement, including without limitation, Section 4.02 of the Agreement, the Parties agree that the parking requirements set forth in the Agreement are modified as follows:

5.1 the Parties hereby approve the number, size and configuration of the parking spaces located in the Shopping Center as of the date of this Second Amendment, as shown on the site plan attached to this Second Amendment as Exhibit 1, and waive any violation of the existing parking with the terms and provisions of the Agreement;

5.2 from and after the commencement of the development of the Venture Outparcel, (a) the Venture Parcel (excluding the Venture Outparcel) shall be required to maintain a parking ratio of not less than 3.48/1,000 square feet of Floor Area on the Venture Parcel (excluding the Venture Outparcel); and (b) the Toys Parcel (excluding the portion of the current Toys Parcel subsequently included in the Venture Outparcel) shall be required to maintain a parking ratio of not less than 4.90/1,000 square feet of Floor Area on such remaining Toys Parcel, provided that Toys continued use of certain parking spaces in the rear parking area of the Toys Parcel for storage trailers shall not be prohibited by this clause (b);

5.3 from and after the completion of the development of the Venture Outparcel, the Venture Outparcel shall be required to maintain a parking ratio of not less than 4.01/1,000 square feet of Floor Area on the Venture Outparcel;

5.4 the Willey Parcel (including the Willey Outparcel) shall be required to maintain a parking ratio of not less than 3.31/1,000 square feet of Floor Area on the Willey Parcel (including the Willey Outparcel);

5.5 no Party shall reduce the size of any of the existing parking spaces located in the portions of the Shopping Center located outside of the New Outparcels unless a commensurate increase in size occurs with respect to an equal or greater number of other parking spaces, and the size of the parking spaces located on the New Outparcels shall be as required by the applicable governmental approvals for such New Outparcel; and

5.6 the Parties agree that notwithstanding any contrary provision of the Agreement, the aggregate parking ratio for the entire Shopping Center may be reduced to not less than the greater of (a) 3.65/1,000 square feet of Floor Area or (b) the parking ratio required to comply with applicable law, as modified by any zoning text amendment or other governmental approval for the development of the New Outparcels. The required parking ratios set forth in this Section 5 shall not include the square footage of the "Seasonal Sales Area" shown on Exhibit 1 as part of the Floor Area of the Shopping Center. The aggregate parking ratio for the entire Shopping Center taking into consideration the Seasonal Sales Area shall not be less than 3.50/1,000 square feet of Floor Area plus the square footage of the Seasonal Sales Area.

Notwithstanding any contrary provision hereof, no reduction of any parking ratio caused by a loss of parking spaces in connection with eminent domain or conveyance in lieu of eminent domain shall constitute a violation of the provisions of this Section 5 or any other provision of the REA.

6. Use of New Outparcels. Notwithstanding any contrary term or provision of the Agreement, including without limitation, Section 4.03 of the Agreement, there shall be permitted on each of the New Outparcels the operation of a restaurant or food establishment, whether for on-premises or off-premises consumption, including the sale of alcohol related to such restaurant use, and the operation of up to three (3) game machines or coin or token operated amusements at each such restaurant, all subject to compliance with applicable law and the other provisions of the Agreement that are not in conflict with this Second Amendment.

7. Monument Signage for New Outparcels. Notwithstanding any contrary term or provision of the Agreement, including without limitation, Section 4.05 of the Agreement, each New Outparcel may include on such New Outparcel one (1) monument sign that displays the trade name of the tenant(s) or occupant(s) of such New Outparcel and that does not exceed eight (8) feet in height and six (6) feet in length, all subject to compliance with applicable law such that any new monument signage does not affect the remaining permitted signage in the Shopping Center.

8. Services Uses. The Parties hereby agree that the limitation in Section 3.04(c) of the Agreement on services uses to fifteen percent (15%) of the Floor Area of the buildings on a

particular Parcel shall be calculated based upon each of the Venture Parcel (including the Venture Outparcel) as a whole and the Willey Parcel (including the Willey Outparcel) as a whole, and shall not be calculated in reference to a New Outparcel separately. The Venture Outparcel shall not be used for services that are subject to the fifteen percent (15%) limitation set forth in Section 3.04(c) of the Agreement without the prior written consent of the owner of the remainder of the Venture Parcel (excluding the Venture Outparcel).

9. Restaurant Uses on Remainder of Venture Parcel. Notwithstanding any contrary term or provision of the Agreement, including without limitation Section 4.03 of the Agreement, there shall be permitted on that portion of the Venture Parcel located to the east of the space leased to Dick's Sporting Goods as of the date of this Second Amendment (as shown on the site plan attached hereto as Exhibit 1) the operation of a restaurant or food establishment, whether for on-premises or off-premises consumption, including the sale of alcohol related to such restaurant use, and the operation of up to three (3) game machines or coin or token operated amusements at each such restaurant, all subject to compliance with applicable law and the other provisions of the Agreement that are not in conflict with this Second Amendment; provided, however, that there shall be no additional restaurant constructed or operated on the Venture Parcel (excluding the Venture Outparcel) that is not operated as of the date of this Second Amendment unless the approval of such restaurant by applicable governmental authorities does not impose any Imposed Upgrades on the Toys Parcel as currently improved and operated, unless and until the owner of the Venture Parcel performs, at no cost to the owner of the Toys Parcel, any Imposed Upgrades on the Toys Parcel as currently improved and operated that may be required by any governmental authority as a result thereof.

10. Operation of Music Store on Venture Parcel.

10.1 Sound Attenuation. The Parties agree that the operation of one Guitar Center or other retail music store (including lessons or performances in such store) on the Venture Parcel shall not violate the restrictions in Section 3.04 of the Agreement against emitting noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; provided that music, noise or other sounds from such music store operation must not be purposely projected outside of such music store through windows or doors that remain open or as a result of the operation by the music store of classes, performances or other activities that involve music played on the sidewalk or other areas outside of the music store space; and provided, further, that if such music store use is operated directly adjacent to space located on the Toys Parcel, then (A) the music store space must be designed and constructed, to the maximum extent commercially reasonably feasible, at no cost to Toys, to reasonably minimize any sounds and vibrations that would be perceived by persons in the building on the Toys Parcel, which measures shall include isolation and/or insulation of the interior walls of the music store if necessary to accomplish such minimizing of sounds and vibrations, and (B) before commencement of construction of such music store, Venture must submit detailed plans for such sound and vibration measures and obtain written approval thereof by Toys, which approval shall not be unreasonably withheld or delayed.

10.2 Guitar Center Grand Opening. Notwithstanding any contrary term or provision of the Agreement, including without limitation Section 3.04 of the Agreement, the Parties agree that the owner of the Venture Parcel shall have the right to permit the tenant under

a lease with Guitar Center Stores, Inc. or its affiliate (“**Guitar Center**”) to conduct one (1) grand opening event in a portion of the Common Areas in connection with the opening of the Guitar Center store. Such grand opening event shall be limited to one weekday (Monday, Tuesday, Wednesday or Thursday), with the actual event commencing on or about 7:00 pm in the evening and continuing until not later than 11:00 pm. The event may be advertised in various mediums, which may include any combination of local radio, television, direct mail and print advertising. The owner of the Venture Parcel shall be responsible for causing Guitar Center to engage not less than four (4) off-duty police officers to monitor security and pedestrian and vehicular traffic flow. Guitar Center shall have the right to utilize temporary stanchions or barricades for crowd control. No such stanchions or barricades shall interfere with access to any other stores in the Shopping Center. Stanchions, barricades, temporary signage, and one off-duty police officer shall be provided by the owner of the Venture Parcel, to reserve the twenty (20) parking spaces closest to the front door of the Toys R Us store on the Toys Parcel and the twenty (20) parking spaces closest to the front door of the Babies R Us store adjacent thereto, for the customers of such Toys R Us and Babies R Us stores. Guitar Center shall be permitted to erect a tent in the parking area immediately in front of the Guitar Center store that does not exceed a size of forty by forty feet (40’ x 40’) for the purpose of hosting live music (which may include a community drum circle), prize give-a-ways and other ancillary programming. The tent may contain a stage powered by (if necessary) a portable generator. Guitar Center shall be required to obtain all necessary governmental permits required by local authorities for the event. The music portion of the event shall be limited to approximately 7:00 pm to 9:00 pm. All event supplies, including the tent, stanchions and barricades shall be removed from the site and the parking lot cleaned immediately after the event has ended, provided, however, that the tent shall be removed by 8:00 a.m. the following morning.

10.3 No Effect on Willey Parcel. This Section 10 has no effect upon any use of the Willey Parcel.

11. Pylon Sign Re-Design. Section 4.05(a) of the Agreement provides for the construction and installation by Venture of a pylon sign referred to as “Venture Pylon 1” for use by the owners and occupants of the Venture Parcel and the Toys Parcel. Section 4.05(a) of the Agreement states that Venture Pylon 1 shall contain the name of the Shopping Center in the first position, the name of a Toys Parcel tenant/occupant in the position immediately below the Shopping Center name and the name of a Venture tenant/occupant in the remaining position. The Parties agree that Venture shall have the right to redesign, construct and install a new or renovated Venture Pylon 1 sign that contains the Shopping Center name in the first position, the Toys Parcel tenant/occupant name in the top tenant/occupant position immediately below the Shopping Center name (with the area covered by Toys lettering to be not smaller than the area covered by Toys lettering on the existing Toys sign panel, and with the Toys sign panel to be at least as large as any other new sign panel), and up to four panels below the Toys Parcel first position for use by tenant/occupants of the Venture Parcel (including one sign panel for Babies “R” Us, as long as it occupies its current space on the Venture Parcel, equal in size to the other such four panels). Toys shall have the right to approve the design of the new or renovated Venture Pylon 1, which approval shall not be unreasonably withheld or delayed; provided that Toys hereby pre-approves the proposed Venture Pylon 1 sign as depicted on Exhibit 4 attached to this Second Amendment. Venture shall be responsible for the removal and re-attachment of the Toys sign panel to the new or renovated Venture Pylon 1 sign, and the manufacture of a new

Toys sign panel if the existing panel is damaged before being re-attached, at Venture's sole cost and expense.

For avoidance of doubt, the Parties confirm that Venture Pylon 2 as re-designed as shown on Exhibit 4 complies with the terms and provisions of the Agreement.

The terms and provisions of this Section 11 do not limit or otherwise affect the terms and provisions of the Agreement pertaining to the installation of exterior signage on the Willey Parcel.

12. Approval Rights of Owners of New Outparcels. The following is hereby added at the end of paragraph (a) of Section 11.05 of the Agreement: “, and wherever in the Agreement the approval or consent of a Party or the Parties is required, such requirement shall not be deemed to require the approval or consent of the owner of a New Outparcel; provided, however, that the owner of each New Outparcel shall have the right to approve any voluntary change to an entrance/exit to the Shopping Center located along University Parkway (1300 South Street) or any change to the Common Areas located within 100 feet of such New Outparcel if in either case the change materially adversely affects access to and from the New Outparcel, which approval shall not be unreasonably withheld, conditioned or delayed.”

13. Notices. The notice addresses for each of the Parties under Article IX of the Agreement are hereby modified to be the following:

If to Willey: Ashley Real Estate LLC
One Ashley Way
Arcadia, Wisconsin 54612
Attn.: Todd R. Wanek, Chief Executive Officer

If to Toys: TRU 2005 RE I, LLC
One Geoffrey Way
Wayne, NJ 07470
Attn: David P. Picot,
Senior Vice President - Property Development

with a copy to: TRU 2005 RE I, LLC
One Geoffrey Way
Wayne, NJ 07470
Attn: Senior Vice President – Assistant General
Counsel

If to Venture: Family Center Orem Shopping Center, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven H. Usdan

14. Approvals. If the approval of a Party is required under this Second Amendment and the Party from which such approval is required fails to notify the requesting Party of its

approval or disapproval (with specific reasons for such disapproval) within ten (10) days after delivery of the request for such approval, and (after such initial ten day period) if such failure continues for an additional ten (10) days after delivery of a second notice requesting such approval, then the requested approval shall be deemed to have been given.

15. No Defaults. Each of the Parties acknowledges that to the best of its knowledge, as of the date of this Second Amendment no other Party is in default under the Agreement, nor has any event occurred nor does any condition exist that with notice or the expiration of any applicable cure period would constitute a default under the Agreement.

16. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, executors, administrators, successors, and assigns.

17. Attorneys' Fees; Governing Law; Jurisdiction; Venue. If any litigation or arbitration arises out of this Second Amendment, the prevailing Party shall be entitled to receive from the losing Party an amount equal to the prevailing Party's costs incurred in such litigation or arbitration, including, without limitation, the prevailing Party's attorneys' fees, costs, and disbursements. This Second Amendment shall be construed and interpreted in accordance with the laws of the jurisdiction in which the Shopping Center is located. The Parties hereby submit to the state courts and federal courts for the jurisdiction in which the Shopping Center is located. The Parties hereby waive trial by jury in connection with any matter arising out of this Second Amendment.

18. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

19. Miscellaneous. This Second Amendment constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements of any nature whatsoever with respect to the subject matter hereof. This Second Amendment may not be modified other than by an agreement in writing. The captions included in this Second Amendment are for convenience only and in no way define, describe or limit the scope or intent of the terms of this Second Amendment.

20. Restaurant Restriction. Provided that Toys is operating a toy store on the Toys Parcel, no restaurant in the Shopping Center shall be used for any adult-themed restaurant or any restaurant in which wait-staff are dressed in scantily clad or semi-nude attire (including but not be limited to restaurant operators such as Hooters, Twin Peaks, and Tilted Kilt).

21. Approval of Willey Parcel Elevation and Other Building Elevations. Notwithstanding any contrary provision of the Agreement, the Parties hereby approve the modification of the front elevation and façade of the existing building on the Willey Parcel in accordance with the elevation attached as Exhibit 6 to this Agreement, including approval of a maximum height for such building of 38 feet. Notwithstanding any contrary provision of the

Agreement, the Parties also hereby confirm their approval of all buildings currently existing in the Shopping Center as constructed as of the date of this Second Amendment.

22. Outparcel Development Agreement. Reference is made to (a) Outparcel Development Agreement dated November, 2015 between Venture and Toys ("Outparcel Development Agreement"), and (b) Lease Extension and Second Amendment to Lease dated November, 2015 between Venture and Toys ("Lease Amendment"). Venture and Toys agree that to the extent of any conflict or inconsistency between this Second Amendment and the Outparcel Development Agreement or the Lease Amendment, the terms and provisions of this Second Amendment shall control, and that the Outparcel Development Agreement and Lease Amendment are hereby modified to the extent required to be consistent with this Second Amendment.

23. Lender Consents.

23.1 Venture Parcel. Venture represents and warrants that the Venture Parcel is not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Second Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Second Amendment with respect to the Venture Parcel, except for that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing for the benefit of Bank of America, NA ("Venture Lender"), recorded in the Official Records of Utah County, Utah on June 6, 2016 as Entry No. 50770:2016 (the "Venture Deed of Trust"). This Second Amendment is conditioned upon the Venture Lender's approval of this Second Amendment and agreement that this Second Amendment is binding upon the Venture Parcel and all future owners thereof, and shall not be terminated or otherwise affected by any foreclosure of the Venture Deed of Trust.

23.2 Willey Parcel. Willey represents and warrants that the Willey Parcel is not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Second Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Second Amendment with respect to the Willey Parcel, except for that certain Deed of Trust and Security Agreement for the benefit of Ashley Furniture Industries, Inc. ("Willey Lender"), recorded in the Official Records of Utah County, Utah on August 15, 2014 as Entry No. 57347:2014 (the "Willey Deed of Trust"). This Second Amendment is conditioned upon the Willey Lender's approval of this Second Amendment and agreement that this Second Amendment is binding upon the Willey Parcel and all future owners thereof, and shall not be terminated or otherwise affected by any foreclosure of the Willey Deed of Trust.

23.3 Toys Parcel. Toys represents and warrants that the Toys Parcel is not encumbered by any mortgage, deed of trust or other instrument in effect as of the date of this Second Amendment, the foreclosure or termination of which would affect the continued effectiveness of this Second Amendment with respect to the Toys Parcel.

24. Construction Protocol Regarding Venture Parcel. As a covenant in favor of and enforceable by the owner of the Toys Parcel, all construction work performed in connection with the development of the restaurant or food establishment described in Section 9 above and the

music store described in Section 10 above and associated improvements on the Venture Parcel shall comply with the construction protocol attached to this Second Amendment as Exhibit 3B.

25. University Square Access. In connection with certain street improvements affecting 200 East Street, the City of Orem has requested Venture to permit reciprocal access between the Venture Parcel and the adjacent parcel identified on Exhibit 1 as Lot 7, Plat A and more particularly shown on Exhibit 7 (“University Square”). Willey and Toys hereby consent to the grant by Venture of reciprocal access between University Square and the Venture Parcel at the drive aisle access points shown on Exhibit 7. Such reciprocal access shall not include reciprocal parking. Willey and Toys shall not be responsible for any cost or expense in connection with the installation, maintenance or repair of such access points.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the date first set forth above.

ASHLEY REAL ESTATE LLC,
a Delaware limited liability company

By: Ashley Holdings, Inc. a Delaware corporation, its sole member

By: *Troy Muller*
Name: Troy Muller
Its: Treasurer

State of Wisconsin)
 §
County of Trempealeau)

On this 15th day of May, 2017, personally appeared before me Troy Muller, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the Treasurer of such entity, by authority duly granted by such entity.

[Signature]
Notary Public, State of Wisconsin

My commissions ~~expires~~ is permanent

Seal:



FAMILY CENTER OREM SHOPPING CENTER, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC,
a California limited liability company, manager

By: Steven Usdan
Steven H. Usdan, managing member

State of _____)
 §
County of _____)

On this ____ day of _____, 2017, personally appeared before me
_____, whose identity is personally known to me or proven
on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument, and acknowledged that he or she signed this instrument as the
_____ of such entity, by authority duly granted by such entity.

Notary Public

My commissions expires: _____

Seal:

*See attached
CA certificate*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

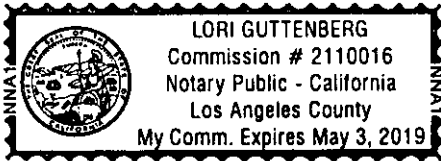
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On May 11, 2017 before me, Lori Guttenberg, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven H. Usdan
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

TRU 2005 RE 1, LLC,
a Delaware limited liability company

By: *David P. Picot*

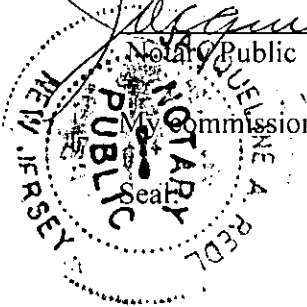
Name: David P. Picot
Its: Senior Vice President
Property Development

HW

State of New Jersey
County of Passaic

On this 10th day of April, 2017, personally appeared before me David P. Picot, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the SVP - Property Development of such entity, by authority duly granted by such entity.

Jacqueline A. Redl

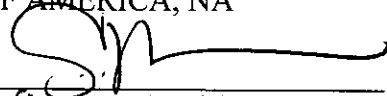


Jacqueline A. Redl
A Notary Public of New Jersey
My Commission Expires: My Commission Expires August 6, 2019

LENDER CONSENT

The undersigned ("Venture Lender"), as current beneficiary of that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing for the benefit of Bank of America, NA recorded in the Official Records of Utah County, Utah on June 6, 2016 as Entry No. 50770:2016 ("Venture Parcel Deed of Trust") that encumbers the Venture Parcel, as defined in the foregoing Second Amendment to Reciprocal Easement and Operation Agreement ("Second Amendment"), hereby approves such Second Amendment and agrees that such Second Amendment is binding upon the Venture Parcel and all future owners thereof, and shall not be terminated or otherwise affect by any foreclosure of such Venture Parcel Deed of Trust. The execution and delivery of the Second Amendment constitutes the covenant of Venture to execute and deliver, within fifteen (15) days after request by Venture Lender, an amendment to the Venture Parcel Deed of Trust that adds the portion of the Venture Parcel acquired by Venture from Toys to the collateral encumbered by the Venture Deed of Trust.

BANK OF AMERICA, NA

By: 
Name: Schenelle Villacorta
Title: SVP

State of _____)
 §
County of _____)

On this _____ day of _____, 2017, personally appeared before me _____, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the _____ of such entity, by authority duly granted by such entity.

Notary Public

My commissions expires: _____

Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

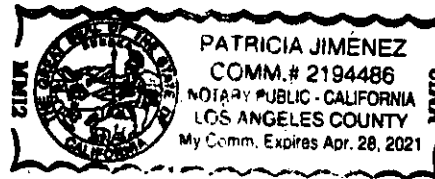
State of California

County of Los Angeles

On May 22, 2017 before me, Patricia Jimenez, Notary Public personally appeared Schenelle Villacorta, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~ies~~, and that by ~~his~~/her/~~their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia Jimenez (Seal)



LENDER CONSENT

The undersigned, as the current beneficiary of that certain Deed of Trust and Security Agreement for the benefit of Ashley Furniture Industries, Inc., recorded in the Official Records of Utah County, Utah on August 15, 2014 as Entry No. 57347:2014 ("Willey Parcel Deed of Trust") that encumbers the Willey Parcel, as defined in the foregoing Second Amendment to Reciprocal Easement and Operation Agreement ("Second Amendment"), hereby approves such Second Amendment and agrees that such Second Amendment is binding upon the Willey Parcel and all future owners thereof, and shall not be terminated or otherwise affect by any foreclosure of such Willey Parcel Deed of Trust.

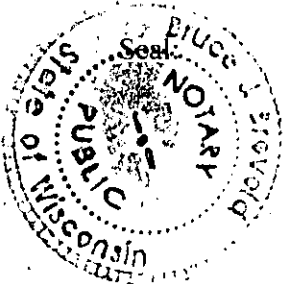
ASHLEY FURNITURE INDUSTRIES, INC.
By: [Signature]
Name: Troy Muller
Title: Treasurer

State of Wisconsin)
 §
County of Trempealeau)

On this 15th day of May, 2017, personally appeared before me Troy Muller, whose identity is personally known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she signed this instrument as the Treasurer of such entity, by authority duly granted by such entity.

[Signature]
Notary Public, State of Wisconsin

My commissions ~~expires~~ is permanent



SCHEDULE A

LEGAL DESCRIPTIONS

WILLEY PARCEL

LOT 1, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

VENTURE PARCEL

LOTS 2, 4 AND 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LOT 1, UNIVERSITY SQUARE PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

TOYS PARCEL

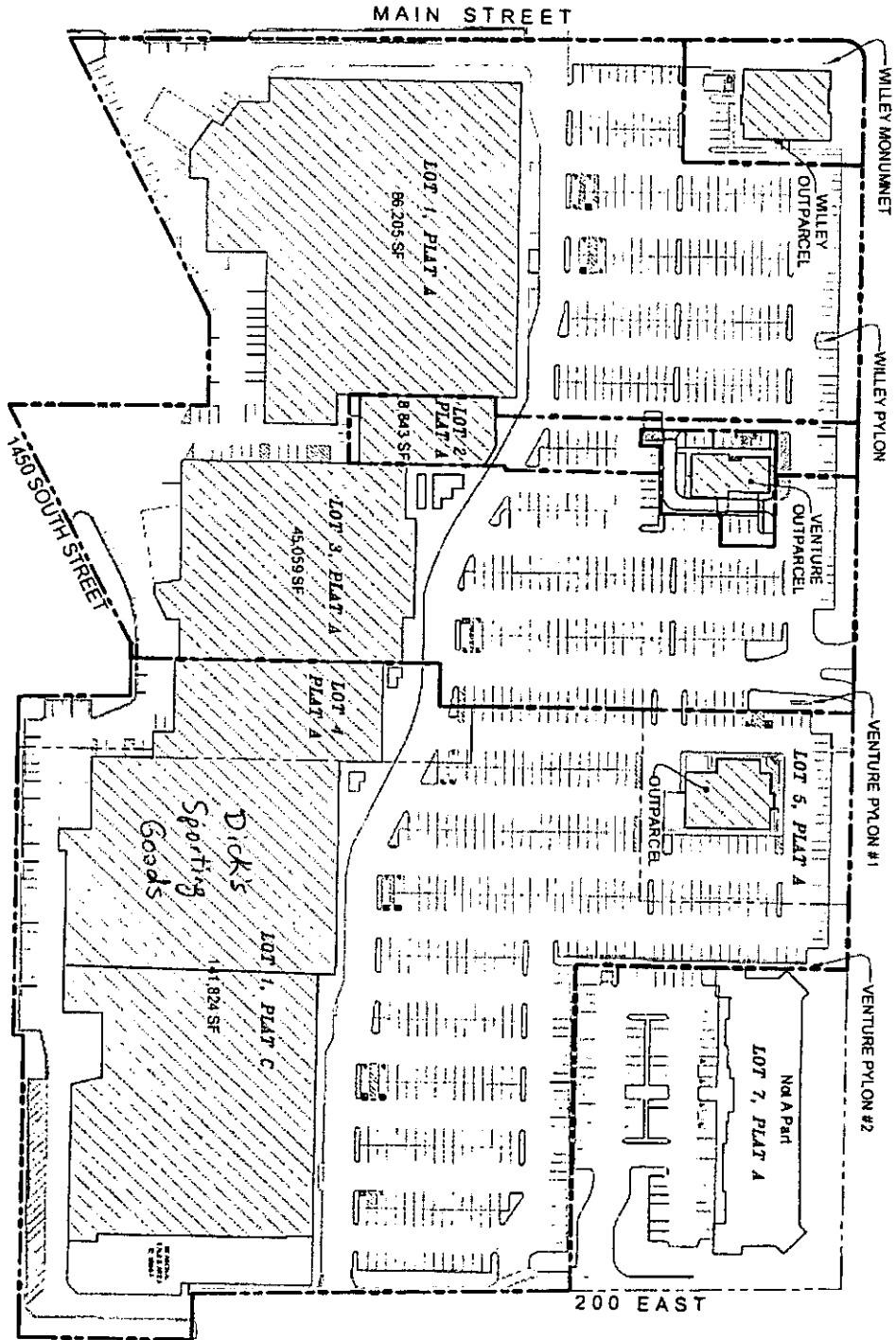
LOT 3, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

EXHIBIT 1

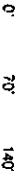
SITE PLAN

Per SRTJUTA Condemnation and City Requirements

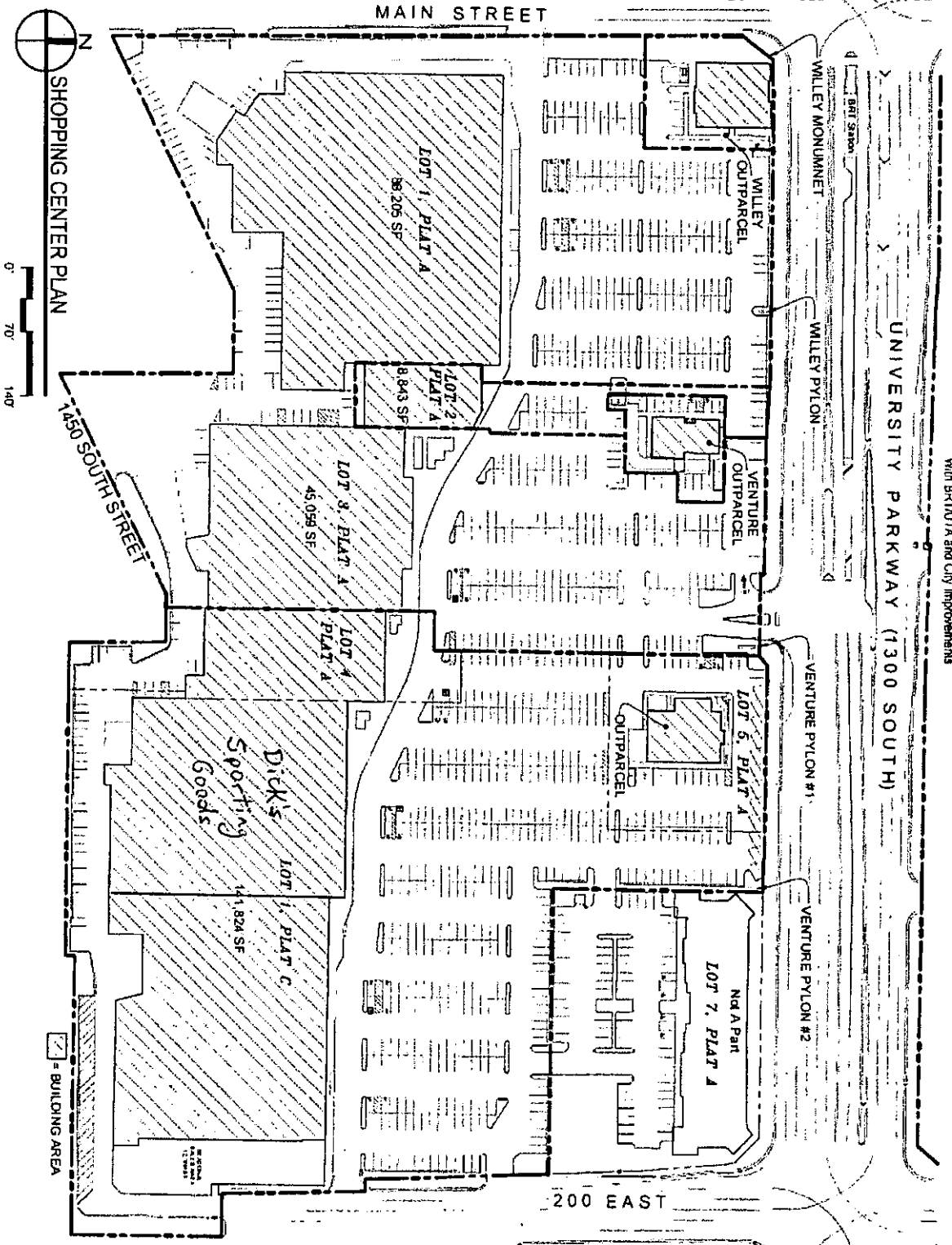
UNIVERSITY PARKWAY (1300 SOUTH)



SHOPPING CENTER PLAN



▨ - BUILDING AREA



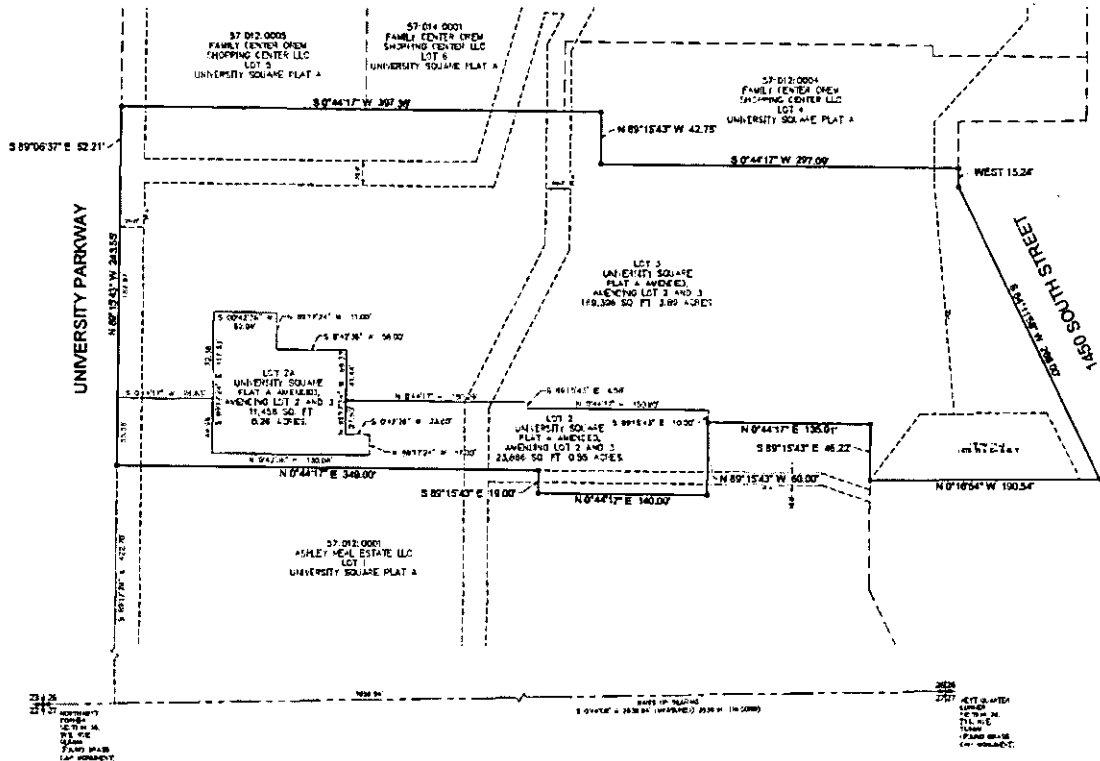
With BRITAJA and City Improvements

EXHIBIT 2

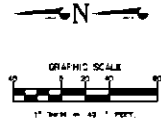
SUBDIVISION PLAT FOR VENTURE OUTPARCEL

**UNIVERSITY SQUARE PLAT A AMENDED,
AMENDING LOTS 2 AND 3**

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 26,
TOWNSHIP 4 NORTH, RANGE 2 EAST,
SAGE LAKE PAKE AND RESERVE



23 24
25 26
27 28
29 30
31 32
33 34
35 36
37 38
39 40
41 42
43 44
45 46
47 48
49 50
51 52
53 54
55 56
57 58
59 60
61 62
63 64
65 66
67 68
69 70
71 72
73 74
75 76
77 78
79 80
81 82
83 84
85 86
87 88
89 90
91 92
93 94
95 96
97 98
99 100



LEGEND

---	Existing Lot
---	Proposed Lot
---	Utility Easement
---	Other Easement
---	Right of Way
---	Survey Line Only
---	Survey Control Point

PLANNING COMMISSION APPROVAL
DATE: 08/14/2017 BY: [Signature]

EXHIBIT 3AVENTURE OUTPARCEL CONSTRUCTION PROTOCOL

1. In connection with any construction work, to be done by or on behalf of the owner of the Venture Outparcel (“VOPO”) in connection with the development of the new building and associated improvements on the Venture Outparcel (the “Work”), VOPO shall keep open and unobstructed, for use by Toys and its employees, agents, licensees and invitees, access for the business of Toys conducted on the Toys Parcel through the existing Common Areas and entrances and exits.
2. After the Work is commenced, VOPO shall properly coordinate all Work and diligently pursue such Work with reasonable dispatch to completion to the extent that such Work pertains to the exterior areas of the Venture Outparcel. All Work shall be performed in a good, safe, and workmanlike manner. In each instance in this Exhibit 3A when a requirement is stated regarding the Work, such requirement shall be fulfilled by VOPO, at no cost and expense to Toys.
3. VOPO shall require that its contractor, subcontractors, suppliers, and other persons involved in the Work reasonably cooperate fully with Toys and its agents, employees, licensees and permittees in connection with conducting Toys business at the Toys Parcel.
4. VOPO agrees that the Work shall not interrupt or otherwise affect any of Toys current services, including but not limited to water, electrical, sanitary sewer, gas, storm sewer, telephone, and fire alarm, during hours of operation of Toys’ business in the Toys Parcel, and VOPO will take such actions, including performance of Work during off-hours and providing temporary services (including but not limited to fire watch service), as are reasonably required during the Work to protect and ensure the operation of such services.
5. VOPO will take all measures reasonably necessary to protect the Toys Parcel during the Work, including but not limited to:
 - (a) to the extent applicable to the subject Work, providing any reasonably necessary forms of protection to ensure public safety and adequately secure the site, as may be required, including but not limited to constructing temporary partitions or equivalent to separate areas where noisy or extensively dirty or dusty operations are performed, ensuring adequate safeguards for control of noise, moisture, dirt, dust and fumes, and providing appropriate construction barricades, traffic directional controls and signage along any area of disturbance, in order to facilitate safe passage;
 - (b) before commencement of the Work, to the extent that the Work shall impact any utility facilities serving the Toys Parcel, consulting with public and private utility companies and agencies and with Toys relative to location, conditions, and protection of utility installations on the Toys Parcel or adjacent thereto that affect the building on the Toys Parcel, including but not limited to gas, water, sanitary sewer, fire suppression, electrical, storm sewer, and telephone, so as to avoid damage to equipment and to prevent disruption of services;

(c) providing 48 hours' notice to Toys before: commencing any exterior Work outside of the Venture Parcel that affects access or the parking serving the Toys Parcel; any work in or repairs to the Common Areas outside of the Venture Parcel that affects access or the parking serving the Toys Parcel; and any permitted disruptions in utility services;

(d) before commencing any Work that requires notice pursuant to paragraph (c) above, providing to Toys the names and contact information for VOPO's job superintendent, general contractor and major subcontractors for such work.

6. VOPO shall maintain the exterior areas adjacent to the Work area that are outside of the Venture Outparcel free and clear of debris and construction materials caused by the Work, and shall remove any such debris from areas visible therefrom.

7. VOPO agrees that the Work shall not materially interfere with the use, occupancy, business operations, or activities on the Toys Parcel by Toys, its licensees, concessionaires, agents, employees, and guests.

8. VOPO agrees that the Work shall not result in: (a) blocking or material interference with access to and from the Toys' business on the Toys Parcel, including delivery and loading and unloading areas, dumpsters and container areas, and fire exits; or (b) staging or parking of construction materials, equipment or vehicles (commercial or personal) outside of the Venture Parcel (i) in the parking lot or other Common Areas in front of Toys' business on the Toys Parcel, (ii) within two hundred (200) feet of the front entrance of Toys' business on the Toys Parcel, or (iii) in any portion of the Toys Parcel except that portion that is north of the Venture Outparcel (that is, between the Venture Outparcel and University Parkway).

9. VOPO agrees that the Work shall not cause the Toys Parcel to be in violation of any permit, law, rule, regulation, order or ordinance of any city, county, state or federal government, or any department or agency thereof, or void any of warranties applicable to the Toys Parcel (including but not limited to any warranty that may apply to the building systems).

10. VOPO agrees to repair, at its own cost and expense, any damages to the Toys Parcel resulting from or on account of such Work, with reasonable dispatch to completion and as reasonably acceptable to Toys.

11. Toys' consent to the Work shall not constitute an opinion, agreement, representation or warranty by Toys that the Work is in compliance with law or any legal requirements; nor shall such approval impose any present or future liability on Toys or constitute a waiver of any of Toys' rights or VOPO's obligations under the Agreement.

EXHIBIT 3BVENTURE PARCEL RESTAURANT AND MUSIC STORE CONSTRUCTION PROTOCOL

1. In connection with any construction work, to be done by or on behalf of the owner of the Venture Parcel (“VPO”) in connection with the development of the restaurant or food establishment described in Section 9 of this Second Amendment and the music store described in Section 10 of this Second Amendment and associated improvements on the Venture Parcel (the “Work”), VPO shall keep open and unobstructed, for use by Toys and its employees, agents, licensees and invitees, access for the business of Toys conducted on the Toys Parcel through the existing Common Areas and entrances and exits. VPO shall cause persons related to the Work to enter and exit any in-line buildings on the Venture Parcel through the rear service doors thereof and shall cause vehicles related to the Work to utilize the rear service drives of the Shopping Center if and to the extent that such rear areas are located on the Venture Parcel. VPO shall cause all staging of materials and equipment and all parking of vehicles related to the Work to be located in the area nearest to the rear of the Shopping Center.
2. After the Work is commenced, VPO shall properly coordinate all Work and diligently pursue such Work with reasonable dispatch to completion to the extent that such Work pertains to the exterior areas of the Venture Parcel. All Work shall be performed in a good, safe, and workmanlike manner. In each instance in this Exhibit 3B when a requirement is stated regarding the Work, such requirement shall be fulfilled by VPO, at no cost and expense to Toys.
3. VPO shall require that its contractor, subcontractors, suppliers, and other persons involved in the Work reasonably cooperate fully with Toys and its agents, employees, licensees and permittees in connection with conducting Toys business at the Toys Parcel.
4. VPO agrees that the Work shall not interrupt or otherwise affect any of Toys current services, including but not limited to water, electrical, sanitary sewer, gas, storm sewer, telephone, and fire alarm, during hours of operation of Toys’ business in the Toys Parcel, and VPO will take such actions, including performance of Work during off-hours and providing temporary services (including but not limited to fire watch service), as are reasonably required during the Work to protect and ensure the operation of such services.
5. VPO will take all measures reasonably necessary to protect the Toys Parcel during the Work, including but not limited to:
 - (a) to the extent applicable to the subject Work, providing any reasonably necessary forms of protection to ensure public safety and adequately secure the site, as may be required, including but not limited to constructing temporary partitions or equivalent to separate areas where noisy or extensively dirty or dusty operations are performed, ensuring adequate safeguards for control of noise, moisture, dirt, dust and fumes, and providing appropriate construction barricades, traffic directional controls and signage along any area of disturbance, in order to facilitate safe passage;

(b) before commencement of the Work, to the extent that the Work shall impact any utility facilities serving the Toys Parcel, consulting with public and private utility companies and agencies and with Toys relative to location, conditions, and protection of utility installations on the Toys Parcel or adjacent thereto that affect the building on the Toys Parcel, including but not limited to gas, water, sanitary sewer, fire suppression, electrical, storm sewer, and telephone, so as to avoid damage to equipment and to prevent disruption of services;

(c) providing 48 hours' notice to Toys before: commencing any exterior Work that affects access or the parking serving the Toys Parcel; any work in or repairs to the Common Areas that affects access or the parking serving the Toys Parcel; any permitted disruptions in utility services; and any drilling into or opening any foundations or structural walls or roof or components thereof (or closing any such openings) of the building on the Toys Parcel;

(d) before commencing any Work that requires notice pursuant to paragraph (c) above, providing to Toys the names and contact information for VPO's job superintendent, general contractor and major subcontractors for such work.

6. VPO shall maintain the exterior areas adjacent to the Work area free and clear of debris and construction materials caused by the Work, and shall remove any such debris from areas visible therefrom.

7. VPO agrees that the Work shall not materially interfere with the use, occupancy, business operations, or activities on the Toys Parcel by Toys, its licensees, concessionaires, agents, employees, and guests.

8. VPO agrees that the Work shall not result in: (a) blocking or material interference with access to and from the Toys' business on the Toys Parcel, including delivery and loading and unloading areas, dumpsters and container areas, and fire exits; or (b) staging or parking of construction materials, equipment or vehicles (commercial or personal) in the following areas: (i) in the parking lot or other Common Areas on the Toys Parcel, or (ii) within two hundred (200) feet of the front entrance of Toys' business on the Toys Parcel, except for temporary activity confined to the Venture Parcel in connection with façade Work on the building on the Venture Parcel located to the west of the building on the Toys Parcel, and except for any rear areas of the Venture Parcel.

9. VPO agrees that the Work shall not cause the Toys Parcel to be in violation of any permit, law, rule, regulation, order or ordinance of any city, county, state or federal government, or any department or agency thereof, or void any of warranties applicable to the Toys Parcel (including but not limited to any warranty that may apply to the building systems).

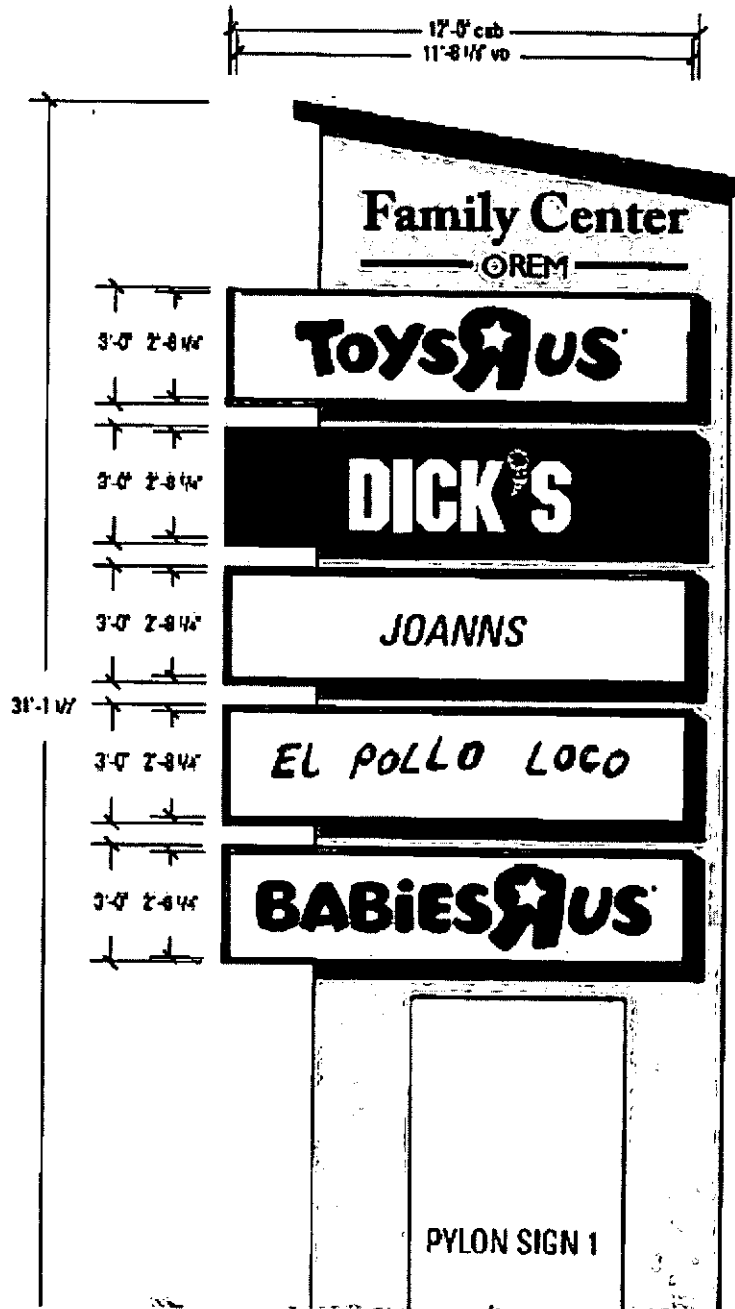
10. VPO agrees to repair, at its own cost and expense, any damages to the Toys Parcel resulting from or on account of such Work, with reasonable dispatch to completion and as reasonably acceptable to Toys.

11. Toys' consent to the Work shall not constitute an opinion, agreement, representation or warranty by Toys that the Work is in compliance with law or any legal requirements; nor shall

such approval impose any present or future liability on Toys or constitute a waiver of any of Toys' rights or VPO's obligations under the Agreement.

EXHIBIT 4

PYLON SIGNS



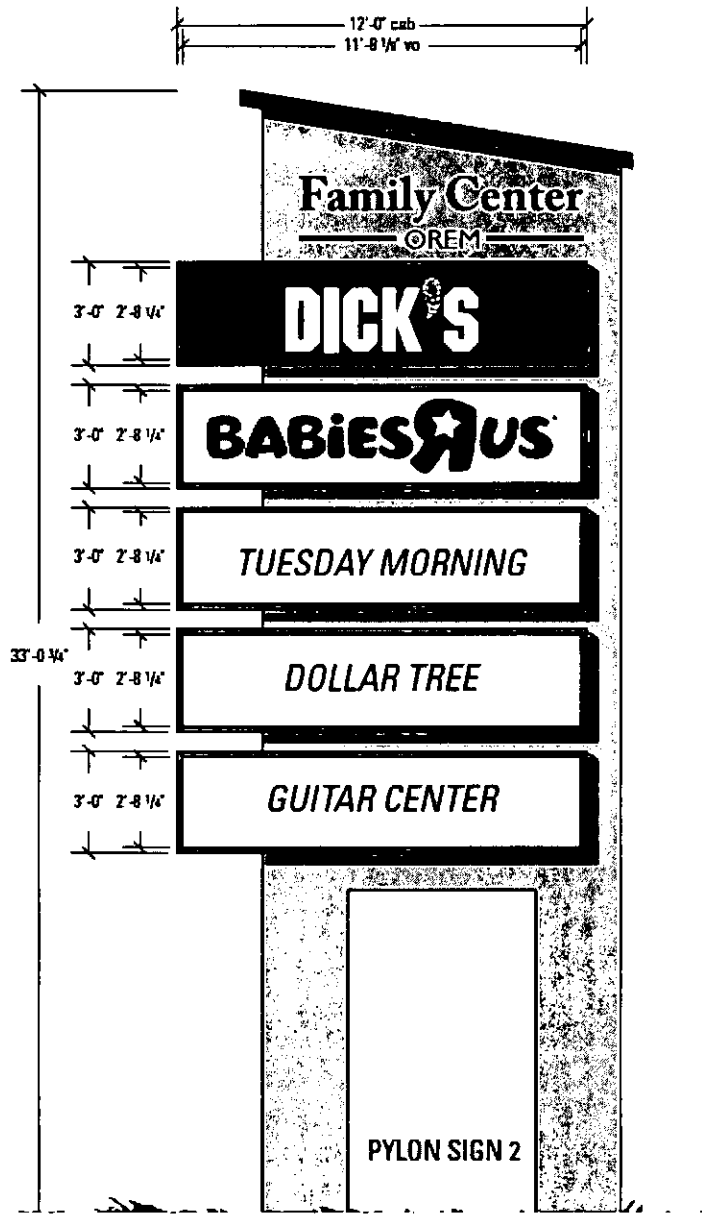
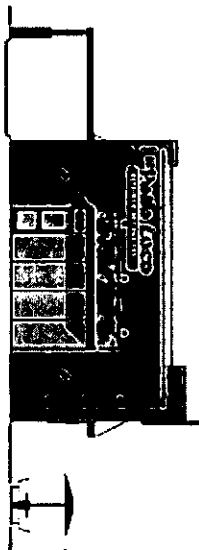
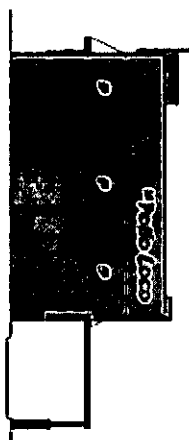


EXHIBIT 5

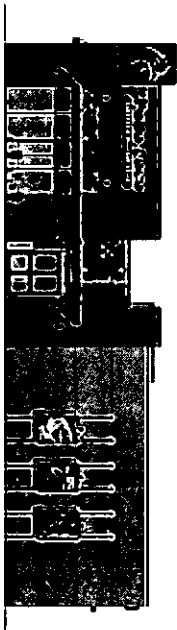
APPROVED ELEVATIONS FOR VENTURE OUTPARCEL



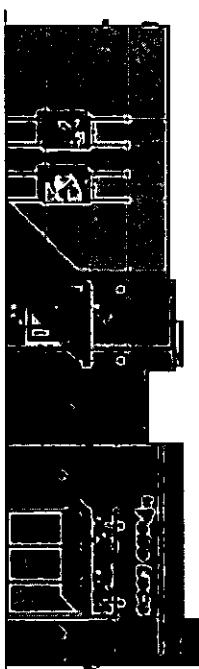
FRONT ELEVATION



REAR ELEVATION



SIDE ENTRY ELEVATION



DRIVE-THRU ELEVATION

EXHIBIT 6

WILLEY PARCEL STOREFRONT ELEVATION

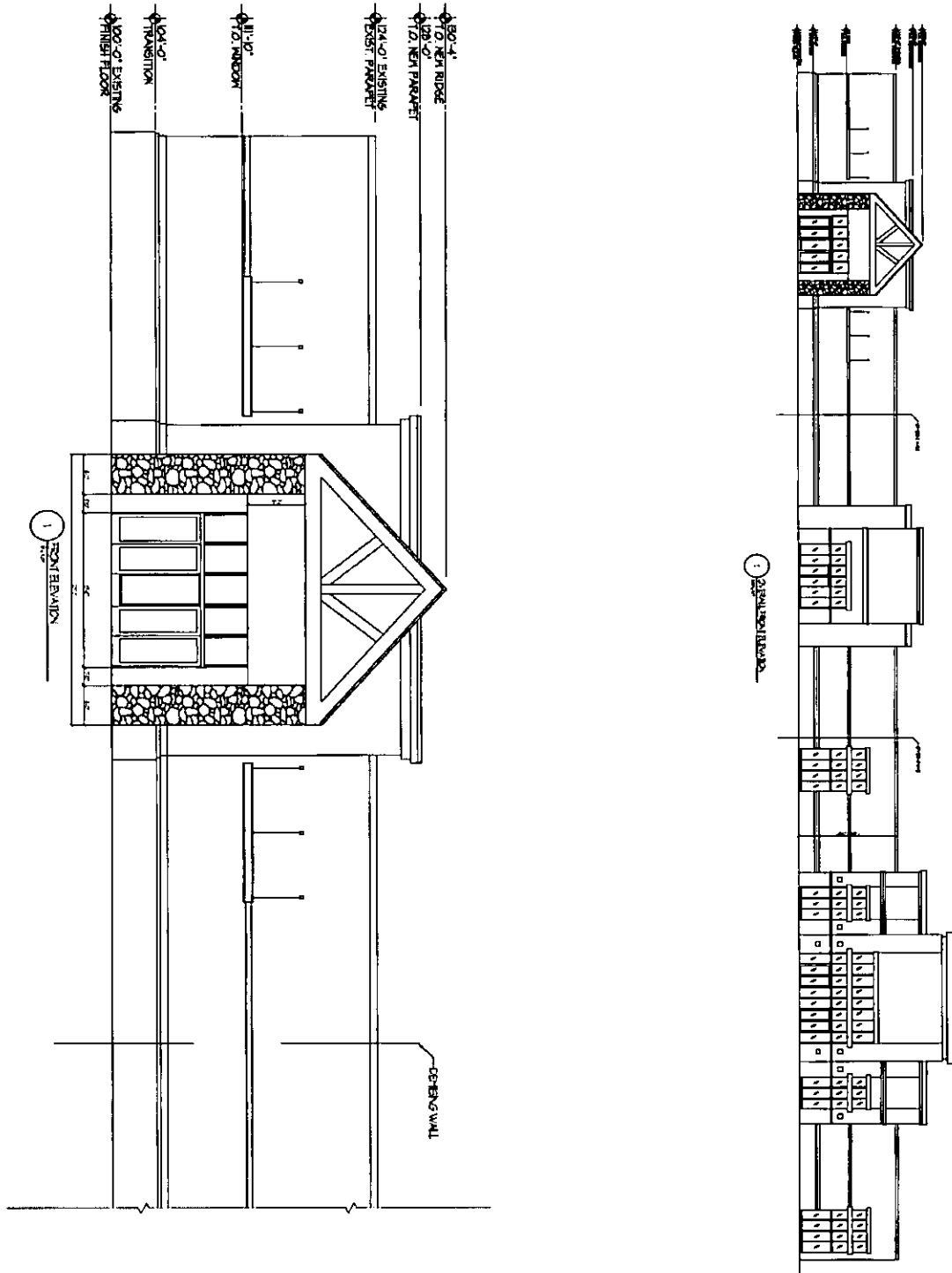


EXHIBIT 7

UNIVERSITY SQUARE ACCESS POINTS

