

THIRD AMENDMENT TO CONSTRUCTION, OPERATION
AND RECIPROCAL EASEMENT AGREEMENT

THIS THIRD AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (the "Third Amendment") effective upon execution and recording as provided herein, by and between OGDEN CITY MALL COMPANY, a limited partnership, in which ERNEST W. HAHN, INC., a California Corporation, is a sole general partner ("Developer"); DOWNTOWN PROPERTIES, INC., a Utah Corporation ("Woodbury"); J. C. PENNEY COMPANY, INC., a Delaware Corporation ("Penney"); CARTER HAWLEY HALE STORES, INC., a Delaware Corporation, debtor and debtor in possession, together with its successors and assigns, including, but not limited to Carter Hawley Hale Stores, Inc. as revested debtor upon confirmation of a plan of reorganization (collectively, "Weinstocks"); ALSTORES REALTY CORPORATION, a Delaware corporation, whose successor in interest is ALLIED STORES GENERAL REAL ESTATE COMPANY ("Allied"); NORDSTROM, INC., a Washington Corporation ("Nordstrom"); THE OGDEN REDEVELOPMENT AGENCY, FORMERLY, THE OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, a public body, corporate and politic, formed, organized and existing under provisions of the Utah Neighborhood Development Act, Chapter 2, Part 12, Title 17A, Utah Code Annotated 1953, as amended, (previously Chapter 19, Title 11) ("Agency"); and LAMONTS APPAREL, INC., a Washington Corporation ("Lamonts"),

WITNESSETH:

WHEREAS, as of September 23, 1980, the above participants, their predecessors and/or successors, entered into a

01-021-0067, 0070, 0074, 0075, 0080
PT. 01-022-0005

E# 1203073 BK1646 PG0822
DOUG CROFTS, WEBER COUNTY RECORDER
02-DEC-92 216 PM FEE \$0.00 DEP MH
REC FOR: OGDEN_CITY

~~RECORDED~~

Construction, Operation and Reciprocal Easement Agreement recorded under Weber County, Utah Recording No. 823085, Book 1369, Page 964, which Agreement was amended by a First Amendment, dated January 15, 1982, and recorded on January 26, 1982, Book, 1396, Page 1258; and a Second Amendment, dated January 31, 1989, and recorded on February 1, 1989, under Recording No. 1069429, Book 1554, Page 2543 (collectively the "COREA"); and

WHEREAS, the COREA provides that the "Woodbury Parking Lot", as described in Section VIII-F and Exhibit A, Part 9 thereof, shall be designated to provide additional Automobile Parking Area as described in Section VIII-F; and

WHEREAS, the "Woodbury Parking Lot" tract is a portion of a larger parcel originally owned by the Woodbury interests, which larger parcel, including the "Woodbury Parking Lot" tract, has been acquired by the Agency subject to the Woodbury Parking Lot use limitations; and

WHEREAS, Agency and Woodbury desire to substitute, as the Woodbury Parking Lot, the Agency owned parking facility on the east side of Kiesel Avenue between 24th and 25th Streets, Ogden, Utah; and

WHEREAS, Weinstocks filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code (the "Code") on February 11, 1991 as Case No. LA 91-64140-JD (the "Bankruptcy Case") in the United States Bankruptcy Court, Central District of California (the "Bankruptcy Court"), and is

operating its properties and managing its business as a debtor in possession under the supervision of the Bankruptcy Court.

NOW, THEREFORE, for and in consideration of the recitals which are incorporated herein and deemed a part hereof, and the covenants and agreements hereinafter set forth, it is agreed as follows:

1. Exhibit A, Part 9 of the COREA is hereby deleted and replaced by Exhibit A-1, Part 9, attached hereto and made a part hereof by reference.

2. Exhibit B of the COREA and specifically Exhibit B, Page 4, No. 4, is hereby amended by deleting all references therein to the Woodbury Parking Lot.

3. Exhibit B-1 attached hereto is hereby incorporated into and made a part of the COREA, and any and all references in the COREA to the Woodbury Parking Lot shall be deemed to be that area designated on Exhibit B-1 as the Woodbury Parking Lot.

4. Agency agrees, at such time as needed, that the additional Automobile Parking Area, as described in Section VIII-F, Exhibit A-1, Part 9 of the COREA, will be provided without cost or expense to any of the parties hereto, or mall customers, except Woodbury, as to the sixty-seven (67) allocated parking spaces.

5. All other terms and conditions of the COREA, as previously amended, remain in full force and effect. Any inconsistency between this Third Amendment and the COREA shall be governed by this Third Amendment.

6. This Third Amendment shall be effective on execution by all parties and recording with the Recorder's Office in Weber County, Utah.

7. This Third Amendment may be executed in counterpart originals, all of which taken together shall constitute one agreement.

8. The parties hereto hereby release and discharge any and all restrictions, covenants, limitations and encumbrances regarding the Woodbury Parking Lot or of any other kind or nature previously imposed by the COREA, or any amendments thereto, which was first recorded on or about September 23, 1980, Entry No. 823085, Book 1369, Page 964, Records of Weber County, Utah, as to the real property described in Exhibit "C", attached hereto and made part hereof.

9. This Third Amendment shall be governed by the laws of the State of Utah. Notwithstanding the foregoing sentence, until Weinstocks' Bankruptcy Case is closed, any action involving Weinstocks which relates to or arises in connection with this Third Amendment or the subject matter hereof shall be brought in the Bankruptcy Court, unless the parties hereto subsequently agree to a different forum.

10. This Third Amendment shall, notwithstanding its postpetition execution by Weinstocks in its capacity as debtor in possession, be deemed for all purposes to be an amendment and modification to the prepetition COREA between the parties, and Weinstocks' postpetition execution of this Third Amendment shall

not constitute an assumption or confirmation of the COREA or any other prepetition agreement which was executed in connection with the Weinstocks Tract. As a result, as of the date hereof, the COREA, and all such other prepetition agreements, shall remain prepetition agreements of Weinstocks, with all parties retaining their respective rights and remedies under the Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

"DEVELOPER"

OGDEN CITY MALL COMPANY, a Limited Partnership

By ERNEST W. HAHN, INC., a California corporation, General Partner

By _____
Its _____

By _____
Its _____

"WOODBURY"

DOWNTOWN PROPERTIES, INC., a Utah corporation

By _____
Its _____

By _____
Its _____

"PENNEY"

J. C. PENNEY COMPANY, INC., a Delaware corporation

By _____
Its _____

"WEINSTOCKS"

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation, debtor
and debtor in possession

By _____
Its _____

By _____
Its _____

"ALLIED"

ALLIED STORES GENERAL REAL
ESTATE COMPANY, a Delaware
corporation, debtor and debtor
in possession

By _____
Its _____

By _____
Its _____

"NORDSTROM"

NORDSTROM, INC., a Washington
corporation

By _____
Its _____

By _____
Its _____

"AGENCY"

THE OGDEN CITY REDEVELOPMENT
AGENCY, Formerly, THE OGDEN
CITY NEIGHBORHOOD
DEVELOPMENT AGENCY

By _____
Its _____

By _____
Its _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____, respectively, of DOWNTOWN PROPERTIES, INC., to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1992.

Notary Public in and for the
State of Utah, residing at
_____.

My commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____, respectively, of CARTER HAWLEY HALE STORES, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1992.

Notary Public in and for the
State of California, residing at
_____.

My commission expires:

STATE OF UTAH)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____, respectively, of THE OGDEN CITY REDEVELOPMENT AGENCY, formerly, THE OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1992.

Notary Public in and for the
State of Utah, residing at _____

My commission expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Aida Garcia and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Executive Vice President and _____, respectively, of LAMONTS APPAREL, INC., to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1992.



Barbara B. Miller
Notary Public in and for the
State of Washington, residing at
Bellevue, Washington.

My commission expires:

6-8-93

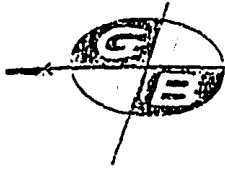
STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____, respectively, of J. C. PENNEY COMPANY, to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 1992.

Notary Public in and for the
State of Illinois, residing at _____

My commission expires:


GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
 P.O. Box 9307 3505 Grant Avenue
 Ogden, Utah Ogden (801) 374-4515
 Salt Lake (801) 321-0529

March 24, 1989

WOODBURY PARKING LOT

A part of Lots 8-10, Block 25, PLAT 'A', OGDEN CITY SURVEY:

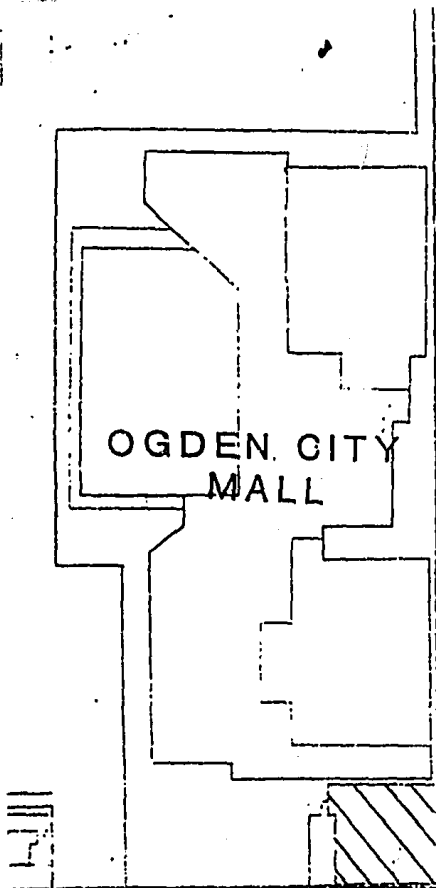
Beginning at a point on the East line of Kiesel Avenue, said point being 301.65 feet North 69°02' West and 178.95 feet North 0°58' East from the Southeast Corner of Lot 1 of said Block 25; running thence North 0°58' East 292.09 feet along said East line to a point 195.32 feet South 0°56' West from the South line of 24th Street; thence South 89°09' East 124.65 feet; to the West line of Merchants Alley; thence six (6) courses along said West line as follows:
 South 0°58' West 64.05 feet; South 52°17'06" West 38.61 feet,
 South 0°58' West 34.37 feet, South 24°22'06" East 32.74 feet,
 South 11°53'38" East 55.30 feet and South 0°58' West 86.14 feet to a point 4.0 feet South of an existing parking structure; thence North 89°05'53" West 120.83 feet along a line 4.0 feet South and parallel to said parking structure to the point of beginning.

Contains 0.768 Acre
 Or 33,464 Square Feet,
 More Or Less

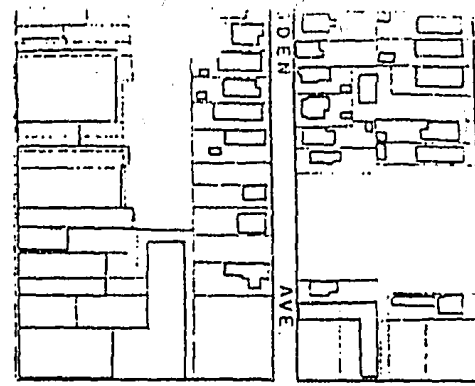
TS-88-2

EXHIBIT A-1

PART 9



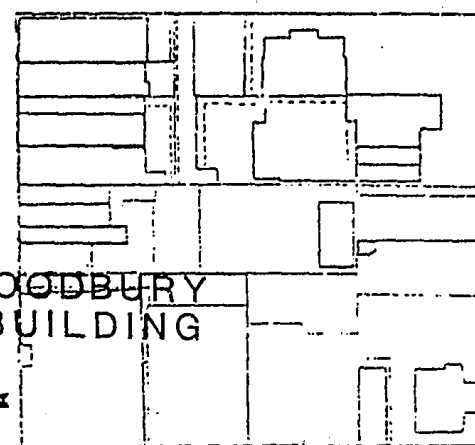
WASHINGTON



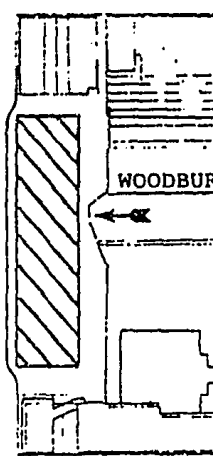
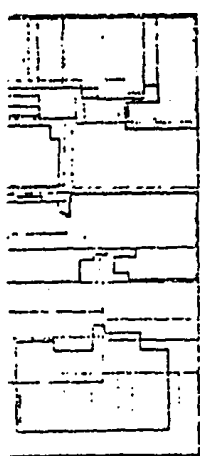
ADAMS

BLVD.

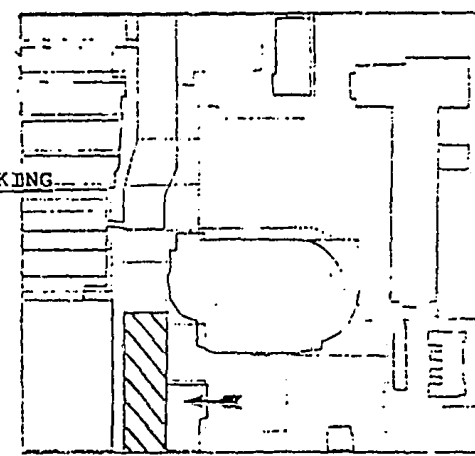
WOODBURY BUILDING



AVE.

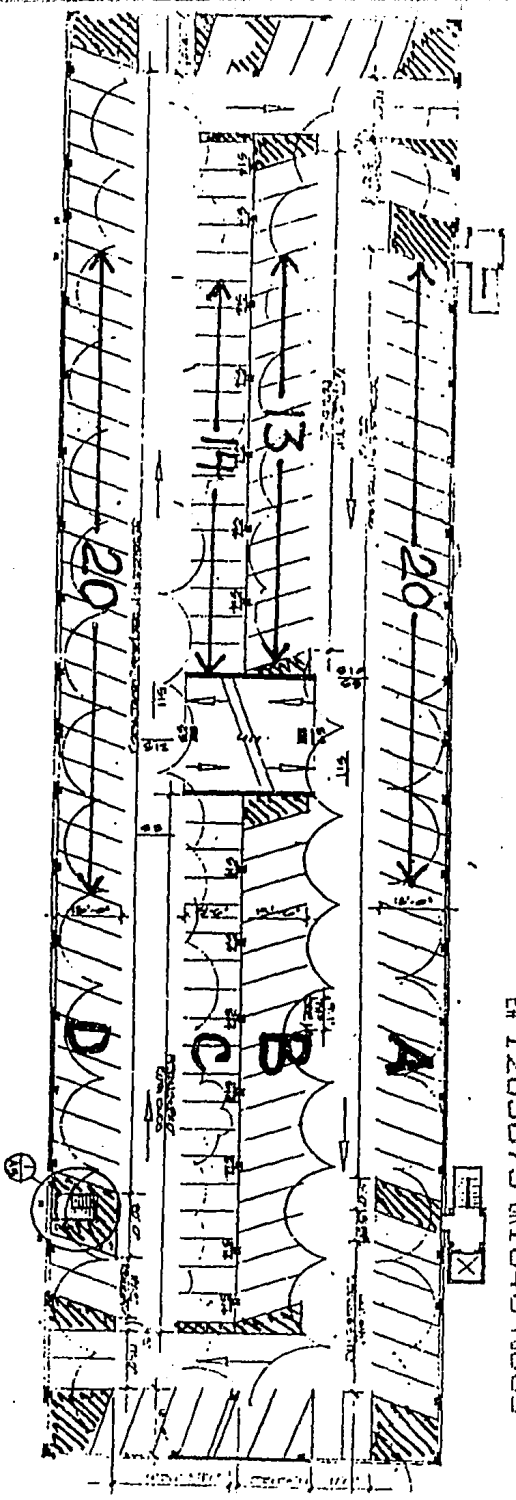


WOODBURY PARKING LOT



1203073 BK1 646 P6834

EXHIBIT B-1



Designated Parking

The NDA parking terrace located at 2470 Kiesel Avenue, Ogden, Utah, is a 4 level concrete structure containing 657 parking stalls.

The stalls designated for use in the subject agreement are those 67 stalls situate on level 4 and identified in the above schematic.

Row A	20 STALLS
B	13 STALLS
C	14 STALLS
D	20 STALLS
<u>TOTAL</u>	<u>67 STALLS</u>

EXHIBIT "C"

Third Amendment to COREA

A part of Lot 4, Block 26, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point which is West 512.8 feet, more or less, from the Southeast corner of Block 26, on the East line of Canal Alley; thence Northerly along said East line of Canal Alley 288.75 feet; thence East 62.90 feet; thence South 288.75 feet to the North line of 25th Street; thence West 62.90 feet along said North line to the point of beginning.

Contains 0.417 Acre:

1203073 BK1646 P6836