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GARY W. OTT
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RECORDING REQUESTED BY:)
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WHEN RECORDED MAIL TO:)
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IKEA Property, Inc.)
420 Alan Wood Rd.)
Conshohocken, PA 19428-1141)
Attn: President)
)

Above Space for Recorder's Use

DECLARATION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS

BY

IKEA PROPERTY, INC.

Dated: December 10, 2012

Property: IKEA Retail Subdivision, located in the City of Draper, Utah

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EXHIBITS

DECLARATION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS

THIS DECLARATION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS (as it may from time to time be amended, this "*Declaration*") is made effective as of the 10 day of December, 2012, by **IKEA PROPERTY, INC.**, a Delaware corporation ("*IKEA*"), with reference to the facts set forth below.

BACKGROUND

A. IKEA is the owner of the "Lots" (defined in Section 1.54 below) located in the IKEA Retail Subdivision located in the City of Draper, Salt Lake County, State of Utah, as more particularly described on **Exhibit A** attached hereto and incorporated herein, and as labeled and shown on the Easement Plan attached hereto as **Exhibit B** and made a part hereof ("*Easement Plan*").

B. Immediately after the recording of this Declaration, IKEA shall convey Lot 2 to R.C. Willey Home Furnishings, a Utah corporation ("*R.C. Willey*"), or another R.C. Willey Initial Title Holder, by special warranty deed (the "*R.C. Willey Lot 2 Deed*"), and IKEA currently plans to sell Lots 5, 6, and 7 (together with Lot 2, the "*Non-IKEA Lots*") to various other "Owners" (defined in Section 1.63 below) to be developed for commercial purposes. IKEA plans to continue to own Lots 1, 3, 4, and 8 (the "*IKEA Lots*"). IKEA desires to establish certain easements, covenants, and conditions with respect to the Lots and to impose certain covenants, conditions and restrictions on the Lots, all as more particularly set forth herein.

C. To insure that the Lots are developed and operated in accordance with certain standards set forth herein, IKEA further desires to (i) set forth the obligations of the owners of the Lots with respect to the maintenance and repair of the Lots; and (ii) set forth certain limitations on the use of the Lots and the improvements to be constructed thereon, all as is more particularly set forth herein.

NOW, THEREFORE, IKEA does hereby establish and declare that the Lots and every portion thereof shall be owned, held, conveyed, transferred, divided, sold, leased, rented, encumbered, developed, improved, maintained, repaired, occupied, and used subject to the covenants, conditions, restrictions, easements, rights, rights-of-way, liens, charges, and other protective and beneficial provisions set forth in this Declaration, which (i) are mutual, beneficial and equitable servitudes in favor of and for the mutual use and benefit of the Lots and each portion thereof and each Owner of the respective Lots and all subsequent owners of any portion of the Lots and their respective heirs, successors, representatives and assigns and (ii) are hereby expressly declared to be binding upon the Lots and each portion thereof and shall run with the land and each and every part thereof, inure to the benefit of and be a burden upon the Lots and each portion located therein, and shall bind the respective heirs, successors, and assigns of the Owners of the Lots and any portion thereof. Upon recordation of this Declaration, any conveyance, transfer, sale, mortgage, deed of trust, other hypothecation, assignment, lease, sublease, license, or other agreement for the occupation or use of any portion of the Lots made by any Owner, shall be subject to the provisions of this Declaration and hereby is deemed to incorporate by reference the provisions of this Declaration, as the same may from time to time be amended.

1. DEFINITIONS

1.1. Activity Hours. "*Activity Hours*" means on any day that is not a federal or state holiday the hours between 10:00 A.M. to 9:00 PM Monday through Saturday and 10:00 AM until 9:00 PM on Sundays (subject to Section 5.5).

1.2. Activity Hours Truck Exit. "*Activity Hours Truck Exit*" means the route for Lot 2 truck exit during Activity Hours pursuant to Section 5.5 shown as "10 – Activity Hours Truck Exit" on the Easement Plan.

1.3. Additional Reciprocal Easement, Easements. "*Additional Reciprocal Easement, Easements*" is defined in Section 2.2.

1.4. Administrative Fee. "*Administrative Fee*" is defined in Section 1.80.

1.5. Affiliate. For the purposes of this Declaration, "*Affiliate*" of a Party means a Person that controls or is controlled by or is under common control with such Party. As used herein, "*control*" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or rights, by contract, or otherwise.

1.6. Approving Party. "*Approving Party*" means the Party designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of this Declaration. There shall be one Approving Party representing the IKEA Lots, one Approving Party for Lot 2 (it being understood and agreed that, notwithstanding anything to the contrary set forth herein, effective immediately upon the recording of the R.C. Willey Lot 2 Deed, without necessity for further notice of any kind, R.C. Willey shall be deemed to be the Approving Party with respect to Lot 2, and its initial notice address shall be as set forth in Section 7.4), one Approving Party for Lot 5, one Approving Party for Lot 6, and one Approving Party for Lot 7. As between the Approving Party and any other Owner of all or any portion of a Lot, the Approving Party shall have absolute discretion to make the decisions and/or give the approvals expressly designated to be made and/or given on behalf of the Lots represented by such Approving Party. With regard to any matter or action that comes before or is required under this Agreement to be submitted for consideration by all of the Approving Parties, such matters or actions shall only be deemed to be approved, authorized and consented to upon obtaining the approval of those Approving Parties holding fifty-one percent (51%) or more of the total percentages set forth in Table B of Section 1.53 below for the Lot Owner's Proportionate Shares; *provided, however*, that, in addition to the foregoing:

1.6.1 the North-South Drive Lane (including the drive lane, curb cuts, sidewalks, and walkways) shall not be materially changed without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent may be withheld in the sole and exclusive discretion of the Approving Party for, respectively, each of Lot 1 and Lot 2;

1.6.2 that western portion of the East-West Drive Lane (including the drive lane, curb cuts, sidewalks, and walkways) (i.e., the portion shown as "9 – Western Portion of East-West Drive Lane" on the Easement Plan) shall not be materially changed without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent may be

withheld in the sole and exclusive discretion of the Approving Party for, respectively, each of Lot 1 and Lot 2; *except* that:

(a) no written consent of the Approving Party for Lot 2 shall be required for (i) the Existing Lot 5 & 6 Curb Cuts, or (ii) sidewalks and walkways constructed on either Lot 5 or Lot 6;

(b) no written consent of the Approving Party for Lot 2 shall be required for the construction of curb cuts (and associated changes to drive lane, sidewalks, and walkways), in locations other than the Existing Lot 5 & 6 Curb Cuts, permitting ingress and egress to and from Lot 5 and the East-West Drive Lane; and

(c) the Approving Party for Lot 2 shall not unreasonably withhold its consent to any change in the location of, or the construction of any additional, curb cuts (and associated changes to drive lane, sidewalks, and walkways), in locations other than the Existing Lot 5 & 6 Curb Cuts, permitting ingress and egress to and from Lot 6 and the East-West Drive Lane;

1.6.3 the size of the Lot 1 Flag Area and the Lot 4 Flag Area shall not be materially increased, and the location of each of the Lot 1 View Corridor, the Lot 1 Flag Area, and the Lot 4 Flag Area, shall not be changed without the prior written consent of the Approving Party for Lot 2, which consent may be withheld in the sole and exclusive discretion of the Approving Party for Lot 2;

1.6.4 the Stormwater Lines on Lot 2 shall not be materially altered or modified without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent (a) may be withheld in the sole and exclusive discretion of the Approving Party for Lot 2, and (b) will not be unreasonably withheld by the Approving Party for Lot 1;

1.6.5 the Detention Area shall not be materially altered or modified without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent (a) will not be unreasonably withheld by the Approving Party for Lot 2, and shall be granted by the Approving Party for Lot 2 unless such material alteration or modification will have a material adverse effect on the use and operation of Lot 2, and (b) may be withheld in the sole and exclusive discretion of the Approving Party for Lot 1.

1.6.6 this Declaration shall not be terminated or amended without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent may be withheld in the sole and exclusive discretion of the Approving Party for, respectively, each of Lot 1 and Lot 2.

1.7. Base Index Number. "*Base Index Number*" is defined in Section 1.15.

1.8. Budget. "*Budget*" is defined in Section 4.3.1(c).

1.9. Building. "*Building*" means any building or permanently enclosed structure and related improvements and appurtenances placed, constructed or located on a Lot, such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, and truck ramp.

1.10. City. "*City*" means the City of Draper, Salt Lake County, Utah.

1.11. Claim of Lien. "*Claim of Lien*" is defined in Section 7.1.4(a).

1.12. Claims. "*Claims*" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses, or expenses, including reasonable attorneys' fees and costs of suit, and the costs and expenses of enforcing any indemnification, defense, or hold harmless obligation under this Declaration.

1.13. Common Drainage Facilities. "*Common Drainage Facilities*" means the Stormwater Lines and the Detention Area.

1.14. Communication Equipment. "*Communication Equipment*" means such items as satellite and microwave dishes, antennas, and laser heads, together with associated equipment and cable that exclusively serve the Building to which they are appurtenant and that do not unreasonably interfere with the Communication Equipment previously installed by any other Party.

1.15. Constant Dollars. "*Constant Dollars*" means the present value of the U.S. dollars to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the first day of first month of the fifth (5th) full calendar year following the date of recording of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "*Base Index Number*" shall be the level of the Index for the year this Declaration commences; the "*Current Index Number*" shall be the level of the Index for the year preceding the adjustment year; the "*Index*" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All items (1996=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Approving Parties shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.16. control. "*control*" is defined in Section 1.5.

1.17. County. "*County*" means the County of Salt Lake, Utah.

1.18. Creditor Party. "*Creditor Party*" is defined in Section 7.1.2.

1.19. CSD. "*CSD*" means the Dahle Retail Center Commercial Special District established pursuant to the City's municipal code, as the same exists on the Effective Date (except as otherwise expressly indicated).

1.20. Current Index Number. "*Current Index Number*" is defined in Section 1.15.

1.21. Declaration. "*Declaration*" is defined in the opening paragraph of this Declaration.

1.22. Default Rate. "*Default Rate*" is defined in Section 7.2.

1.23. Defaulting Party. "*Defaulting Party*" is defined in Section 7.1.1.

1.24. Detention Area. "*Detention Area*" means the stormwater Detention Area that, as of the Effective Date, has been constructed by IKEA on Lot 8.

1.25. Drive Lane or Lanes. "*Drive Lanes*" means, collectively (and each "Drive Lane" means, singly):

1.25.1 the internal drive lanes as shown on the Easement Plan, consisting of:

(a) the east-west Drive Lane that, as of the Effective Date, has been constructed by IKEA along the boundary between Lots 1 and 2 (to the south) and Lots 3 through 6 (to the north) (the "*East-West Drive Lane*"), the western portion of which is shown as "9 – Western Portion of East-West Drive Lane" on the Easement Plan;

(b) the longer north-south Drive Lane shown as "7 – Long North-South Drive Lane" on the Easement Plan that, as of the Effective Date, has been constructed by IKEA along the boundary between Lot 1 (to the east) and Lot 2 (to the west) (the "*Long North-South Drive Lane*"); and

(c) the shorter north-south Drive Lane shown as "8 – Short North-South Drive Lane" on the Easement Plan that, as of the Effective Date, has been constructed by IKEA along the boundary between Lot 4 (to the east) and Lot 5 (to the west) (the "*Short North-South Drive Lane*");

1.25.2 the lighting system for each of the Drive Lanes; and

1.25.3 all appurtenances necessary or appropriate to the operation of each of the Drive Lanes and their associated lighting system required herein or by any Governmental Authority.

1.26. Easement Plan. "*Easement Plan*" is defined in Background paragraph A.

1.27. Effective Date. "*Effective Date*" means the date that this Declaration is recorded in the County.

1.28. Environmental Laws. "*Environmental Laws*" means all Governmental Requirements relating to the environment or to any Hazardous Material, including the following federal laws: the Comprehensive Environmental Response and Clean-Up Liability Act, the Superfund Amendment and Reauthorization Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

1.29. Existing Lot 5 & 6 Curb Cuts: "*Existing Lot 5 & 6 Curb Cuts*" means the curb cuts shown as "11 – Existing Lot 5 & 6 Curb Cuts" on the Easement Plan that permits ingress and egress to and from Lots 5 and 6 and the East-West Drive Lane.

1.30. First-Class Standard. "*First-Class Standard*" means the standards of first-class shopping centers located in Salt Lake County, Utah.

1.31. Floor Area. "*Floor Area*" means the aggregate of the actual number of square feet of space contained on each floor within a Building, including any mezzanine or basement space or any garden centers, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls.

1.32. Governmental Authorities. "*Governmental Authorities*" means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.33. Governmental Requirements. "*Governmental Requirements*" means all applicable present and future federal, state, or local laws, statutes, ordinances, codes, rules, regulations, orders, requirements, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.34. Hazardous Materials. "*Hazardous Materials*" means materials and substances defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," including asbestos (or asbestos containing materials), polychlorinated biphenyls, petroleum (or petroleum products), hydrocarbonic substances, and constituents of any of the foregoing, or other similar designations under any Environmental Laws or any regulations promulgated thereunder; and further, any substance or material which because of toxicity, corrosivity, reactivity, ignitability, carcinogenicity, magnification, or concentration within biologic chains, presents a demonstrated threat to biologic processes when discharged into the environment.

1.35. Height Criteria. "*Height Criteria*" is defined in Section 3.3.3.

1.36. IKEA. "*IKEA*" is defined in the opening paragraph of this Declaration.

1.37. IKEA Lots. "*IKEA Lots*" is defined in Background paragraph B.

1.38. Improvements. "*Improvements*" means any improvements installed above or below ground in the Project, including all Buildings, parking areas, all structures, hardscaping, and landscaping, and appurtenances thereto of every type and nature.

1.39. include, including, such as, or words of similar import. "*include, including, such as, or words of similar import*" is defined in Section 7.8.2.

1.40. Index. "*Index*" is defined in Section 1.15.

1.41. East-West Drive Lane. "*East-West Drive Lane*" is defined in Section 1.25.1(a).

1.42. Lot 1 Flag Area. "*Lot 1 Flag Area*" means the signage (including flags) area on Lot 1 shown as "5 – Lot 1 Flag Area" on the Easement Plan (the "*Lot 1 Flag Area*)."

1.43. Lot 1 Tower Sign. "*Lot 1 Tower Sign*" means the tower sign structure that, as of the Effective Date, has been constructed by IKEA on Lot 1 in the location labeled "1 – Location of Navigation Sign" on the Easement Plan.

1.44. Lot 1 View Corridor. "*Lot 1 View Corridor*" means that portion of Lot 1 labeled as such on the Lot 1 View Corridor Exhibit attached hereto as **Exhibit E** and made a part hereof.

1.45. Lot 2 Exempt Transaction. "*Lot 2 Exempt Transaction*" is defined in Section 6.2.

1.46. Lot 2 Offer Terms. "*Lot 2 Offer Terms*" is defined in Section 6.1.

1.47. Lot 2 Opening Deadline. "*Lot 2 Opening Deadline*" means the date that is the fifth (5th) anniversary of the recording of the R.C. Willey Lot 2 Deed.

1.48. Lot 2 Tower Sign. "*Lot 2 Tower Sign*" means the tower sign structure to be constructed on Lot 2 by the Owner of Lot 2 at the location shown as "2 – Lot 2 Tower Sign" on the Easement Plan.

1.49. Lot 2 Transfer. "*Lot 2 Transfer*" is defined in Section 6.2.

1.50. Lot 3 Tower Sign. "*Lot 3 Tower Sign*" means the tower sign structure that may be constructed on Lot 3 at the location shown as "3 – Lot 3 Tower Sign" on the Easement Plan by R.C. Willey or IKEA pursuant to Section 2.1.3(c).

1.51. Lot 4 Flag Area. "*Lot 4 Flag Area*" is defined in Section 2.1.6.

1.52. Lot 5 Tower Sign. "*Lot 5 Tower Sign*" means the tower sign structure that, as of the Effective Date, has been constructed on Lot 5 at the location shown as "4 – Lot 5 Tower Sign" on the Easement Plan.

1.53. Lot Owner's Proportionate Share. "*Lot Owner's Proportionate Share*" means, with respect to a Lot, the percentage set forth below next to such Lot in Table A (in the case of that portion of the SI Maintenance Expenses attributable to the Drive Lanes) and the percentage set forth below next to such Lot in Table B (in the case of that portion of the SI Maintenance Expenses attributable to the Common Drainage Facilities).

Table A	**Drive Lanes**
Lot 1	55.67%
Lot 2	26.65%
Lot 3	3.35%
Lot 4	3.87%
Lot 5	5.22%
Lot 6	5.25%
Lot 7	0%
Lot 8	0%

Table B	Common Drainage Facilities
Lot 1	54.10%
Lot 2	25.90%
Lot 3	3.26%
Lot 4	3.76%
Lot 5	5.06%
Lot 6	5.10%
Lot 7	2.81%
Lot 8	0%

1.54. Lot; Lots. "*Lot*" or "*Lots*" means, individually or collectively as the context requires, the Lots described on **Exhibit A**. If any Lot is subdivided into one or more legal lots in accordance with Section 3.5 below, then the term "*Lots*" shall collectively refer to all of such legal lots shown on any such recorded map and the term "*Lot*" shall refer to any one of such legal lots. If any further maps are recorded after the date of this Declaration further subdividing any Lot, then the Owner thereof may record an amendment to this Declaration, designating the further subdivision of such Lot and the readjusted proportionate allocation of the Lot Owner's Proportionate Share for Table A and Table B in Section 1.53. However, the failure of such Party to record such amendment shall not affect the designation of such legal lots as Lots under this Declaration. Any subdivided Lot or Lots shall remain subject to this Declaration regardless whether a map showing such subdivision is recorded.

1.55. Maintaining Party. "*Maintaining Party*" means the Owner of Lot 1. If Lot 1 is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in Lot 1 shall designate one of their number to serve as the Maintaining Party.

1.56. Mortgage. "*Mortgage*" means any first or second mortgage, indenture of first or second mortgage, or first or second deed of trust of the interest, whether fee or leasehold, of an Owner in a Lot and, to the extent applicable, a "sale and leaseback" or "assignment and subleaseback" transaction.

1.57. Mortgagee. "*Mortgagee*" means a mortgagee, or trustee and beneficiary under a Mortgage, and to the extent applicable, a fee owner or lessor or sublessor of any Lot that is the subject of a lease under which any Owner becomes a lessee in a so called "sale and leaseback" or "assignment and subleaseback" transaction.

1.58. Non-Defaulting Party. "*Non-Defaulting Party*" is defined in Section 7.1.1(b).

1.59. Non-IKEA Lots. "*Non-IKEA Lots*" is defined in Background paragraph B.

1.60. Long North-South Drive Lane. "*Long North-South Drive Lane*" is defined in Section 1.25.1(b).

1.61. Occupant. "*Occupant*" means any Person from time to time entitled to the use and occupancy of any portion of a Lot as fee title owner or under any lease, sublease, license, concession, or other similar instrument, agreement, or other arrangement under which such Person acquires its right to such use and occupancy.

1.62. Operator. "*Operator*" means the Person (other than an Affiliate of the Maintaining Party), if any, designated from time to time by the Maintaining Party to maintain and operate the Shared Improvements; *provided* that the cost of such Operator's services shall be reflective of a competitive market rate for such services, as such competitive market rate is determined by the Maintaining Party in its sole commercially reasonable discretion. The Person designated as Operator shall serve in such capacity until he or she resigns upon sixty (60) days prior written notice, or is removed by the Maintaining Party.

1.63. Owner or Owners. "*Owner*" or "*Owners*" means, individually or collectively as the context requires, with respect to a Lot, the Owner in fee simple of such Lot (or the Owners in fee simple or one or more of the Lots). As of the Effective Date, IKEA is the Owner of all of the Lots; *provided, however*, that, effective immediately upon the recording of the R.C. Willey Lot 2 Deed, R.C. Willey shall be deemed to be the Owner of Lot 2, without necessity for further notice of any kind, whether or not title to Lot 2 is held by R.C. Willey or another R.C. Willey Initial Title Holder.

1.64. Party or Parties. "*Party*" means, individually or collectively as the context requires, each signatory hereto and their respective successors and assigns during the period of the Person's fee ownership of any portion of the applicable Lot. Each Party shall be liable for the performance of all covenants, obligations, and undertakings herein set forth with respect to the portion of the applicable Lot owned by it that accrue during the period of such fee ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Party shall be released from the obligations of this Declaration arising subsequent to the effective date on the transfer notice, so long as such transferee assumes all obligations and liabilities of such transferor having accrued hereunder prior to such transfer. Although Persons may be released pursuant to certain provisions of this Declaration, the easements, covenants, and restrictions in this Declaration shall continue to be benefits to and servitudes upon such Lots running with the land. Except as set forth in the last full paragraph of this Section 1.64, a Party transferring all or any portion of its fee interest in the applicable Lot shall give notice to all other Parties and Operator (if any) of such transfer and shall include therein at least the following information:

1.64.1 the name and address of the new Party;

1.64.2 a copy of the legal description of the portion of the Project transferred; and

1.64.3 if the transferee is the designated Approving Party (in such case where the transferee is designated an Approving Party, the procedures outlined in Section 1.6 above shall also apply).

If a Lot is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Lot shall designate one of their number to represent all owners of the Lot and such designated Person shall be deemed the Party for such Lot. Until the notice of transfer is given, the transferring Party shall (for the purpose of this Declaration only) be the transferee's agent.

Nothing contained herein to the contrary shall affect the existence, priority, validity, or enforceability of any lien permitted hereunder that is recorded against the transferred portion of the applicable Lot prior to receipt of the notice and/or recordation of a deed.

Notwithstanding anything to the contrary set forth herein, effective immediately upon the recording of the R.C. Willey Lot 2 Deed, without necessity for further notice of any kind, R.C. Willey shall be deemed to be the Owner, Party, and Approving Party with respect to Lot 2, and its initial notice address shall be as set forth in Section 7.4, whether or not title to Lot 2 is held by R.C. Willey or another R.C. Willey Initial Title Holder.

1.65. Permitted Temporary R.C. Willey Closures. "*Permitted Temporary R.C. Willey Closures*" means, after having initially opened for business, the temporary closing or discontinuance of operations of the R.C. Willey Store: (a) on Sundays as provided in Section 5.5; (b) on days that are Federal or State of Utah holidays; (c) for inventory (not to exceed 5 days per calendar year); (d) to permit the assessment and/or repair of damage to the Demised Premises; (e) to undertake the alteration, renovation, remodeling or refurbishing of the Demised Premises (not to exceed a total of six (6) months over three (3) consecutive calendar years); or (f) as a result of the events described in Section 7.11.

1.66. Permittee. "*Permittee*," as to any Lot, means all Occupants of such Lot and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupants insofar as their activities relate to the intended development, use, and occupancy of the Project. Persons engaged in civic, public, charitable, or political activities within the Project, including the activities set forth below, shall not be considered Permittees:

1.66.1 Exhibiting any placard, sign, or notice;

1.66.2 Distributing any circular, handbill, placard, or booklet;

1.66.3 Soliciting memberships or contributions for private, civic, public, charitable, or political purposes;

1.66.4 Parading, picketing, or demonstrating; and

1.66.5 Failing to follow regulations established by the Parties relating to the use and operation of the Project.

1.67. Person. "*Person*" means any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or legal entity or Governmental Authority.

1.68. Plans. "*Plans*" is defined in Section 3.3.4.

1.69. Project. "*Project*" means, collectively, the Lots subject to this Declaration and all Improvements thereupon.

1.70. R.C. Willey Store. "*R.C. Willey Store*" means a furniture, appliances, electronics, flooring, and sleep products retail store containing at least 150,000 square feet.

1.71. R.C. Willey Initial Title Holder. "*R.C. Willey Initial Title Holder*" means R.C. Willey, or an Affiliate of R.C. Willey, or a qualified intermediary of R.C. Willey for Internal Revenue Code 1031 purposes.

1.72. Reader Board or Blinking Signs. "Reader Board or Blinking Signs" is defined in Section 2.1.3(b).

1.73. Restaurant. "*Restaurant*" means any operation or business that requires a governmental permit, license, and/or authorization to prepare and/or serve food for either on-site or off-site consumption; *provided, however*, notwithstanding anything herein to the contrary, a supermarket, grocery store, or similar operation shall not be deemed a Restaurant.

1.74. Seasonal Sales. "*Seasonal Sales*" means temporary outdoor promotions, displays, or sales events within a portion of the parking areas on a Lot.

1.75. Short North-South Drive Lane. "*Short North-South Drive Lane*" is defined in Section 1.25.1(c).

1.76. Sidewalk and Seasonal Sales Limitations. Any sidewalk sales or Seasonal Sales on any Lot shall be subject to the following limitations (the "*Sidewalk and Seasonal Sales Limitations*"):

1.76.1 in each instance such operation shall be in accordance with practices that are in accordance with the First Class Standard and Governmental Requirements (provided that such operations may include the offering or sale of hot dogs, drinks, popcorn, pretzels and other miscellaneous food items to the extent allowed under Governmental Requirements);

1.76.2 no Occupant shall conduct Seasonal Sales in any portion of the parking areas on such Occupant's Lot between January 1st and February 28th of any calendar year or between November 1st and December 31st of any calendar year; and

1.76.3 no Occupant may conduct more than four (4) Seasonal Sales events in the Common Area on such Occupant's Lot each year, no such Seasonal Sales event may exceed twenty-one (21) days in duration, only that portion of the Common Area on Lot 2 designated on the "R.C. Willey Seasonal Sales Exhibit" attached hereto as **Exhibit F** and made a part hereof (such portion of the Common Area of Lot 2, the "*Lot 2 Seasonal Sales Area*") may be devoted at any time to such Seasonal Sales, and only portions of the Common Area on Lot 1 other than the Lot 1 View Corridor may be devoted at any time to such Seasonal Sales.

1.77. Shared Improvements. "*Shared Improvements*" or "*SI*" means:

1.77.1 the Drive Lanes; and

1.77.2 the Common Drainage Facilities.

1.78. Shopping Center Tower Signs. "*Shopping Center Tower Signs*" means the Lot 2 Tower Sign and the Lot 3 Tower Sign.

1.79. SI. "*SI*" is defined in Section 1.77.

1.80. SI Maintenance Expenses. "*SI Maintenance Expenses*" means the sum of (i) all reasonable actual costs, fees, expenses, and other charges (including all hard and soft costs, insurance premiums, property taxes, and other costs) incurred by the Maintaining Party in connection with, or attributable to, the performance of the obligations of the Maintaining Party with respect to the Shared Improvements as set forth or otherwise described in this Declaration. plus (ii) an administrative fee in an amount equal to fifteen percent (15%) of the aggregate amount of the costs, fees, expenses, and other charges referred to in clause (i) of this sentence (the "*Administrative Fee*"). Notwithstanding the foregoing, "*SI Maintenance Expenses*" shall not include any of the following:

1.80.1 General corporate overhead and general administrative expenses, other than the Administrative Fee; or

1.80.2 Interest and amortization under mortgages or any other secured or unsecured loan payable by the Maintaining Party, and any financing or refinancing costs, including fees to obtain financing or refinancing such as origination fees and brokerage commissions.

The Maintaining Party agrees to make commercially reasonable efforts to insure that the services and obligations undertaken with respect to the Shared Improvements are performed by qualified parties.

1.81. Sign Program. "*Sign Program*" is defined in Section 2.1.4.

1.82. Stormwater Lines. "*Stormwater Lines*" means the stormwater pipes that, as of the Effective Date, have been constructed by IKEA in the Project.

1.83. Submittal Letter. "*Submittal Letter*" is defined in Section 3.3.4.

1.84. such approval not to be unreasonably withheld or any similar phrase. "*such approval not to be unreasonably withheld or any similar phrase*" is defined in Section 7.8.7.

2. EASEMENTS

2.1. Easements.

2.1.1 Access and Utility Easements. Each Owner of a Lot hereby grants and conveys to the Owner of each other Lot, for its use and for the use of its Permittees, in common with others entitled to use the same, a perpetual, non-terminable, and non-exclusive easement for vehicular and pedestrian ingress and egress, as well as access to any and all electrical, gas, water, sewer and other underground utilities, to and from such grantee's Lot in, on, over, and across the Drive Lanes located on and adjacent to such grantor's Lot. The easements herein established shall be appurtenant to and for the benefit of each Lot, and shall be binding on, enforceable against and burden each Lot on which any portion of a Drive Lane is located. The Drive Lanes (including the drive lanes, curb cuts, sidewalks, and walkways) shall not be materially changed except in accordance with the terms and conditions of Section 1.6 above. No Party shall obstruct or interfere in any way with the free flow of pedestrian and/or vehicular traffic over the Drive Lanes, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control. The Drive Lanes shall be maintained in accordance with the provisions of Section 4.1.1 below.

2.1.2 Drainage Easements. Each Owner of a Lot hereby grants and conveys to the Owner of each other Lot, for its use and for the use of its Permittees, in common with others entitled to use the same, a perpetual, non-terminable, and non-exclusive easement for stormwater drainage, stormwater runoff and for the development, construction, use, operation, flow, passage, and connection of the Common Drainage Facilities located on the grantor's Lot, and for the discharge of surface storm drainage and/or runoff from the grantee's Lot over, upon, through, and across the Common Drainage Facilities (and, upon the Non-Defaulting Party's exercise of its right to cure a default by the Operator under Section 7.1.2 below, for maintenance, repair, relocation, removal, and replacement of the Common Drainage Facilities). The Common Drainage shall be maintained in accordance with the provisions of Section 4.1.1 below.

2.1.3 Shopping Center Signs. The Owner of Lot 2 shall have the exclusive right to all sign panel space on the Lot 2 Tower Sign. The Owner of Lot 3 hereby grants and conveys to the Owner of Lot 2 a perpetual and non-terminable easement for the top 50% of sign panel space on both sides of the Lot 3 Tower Sign (if and when the same is constructed), which panel space, on each side, shall (w) be the top position and (x) have an area of one hundred (100) square feet. The Owner of Lot 3 hereby grants and conveys to the Owner of Lot 1 a perpetual and non-terminable easement for the bottom 50% of sign panel space on both sides of the Lot 3 Tower Sign (if and when the same is constructed), which panel space, on each side, shall (y) be below the top position, and (z) have an aggregate area of one hundred (100) square feet (it being understood and agreed that the Approving Party for Lot 1 shall have the right from time to time to allocate such bottom 50% of sign panel space on both sides of the Lot 3 Tower Sign among the Owners and/or Occupants of all Lots other than Lot 2 as such Approving Party for Lot 1 may from time to time determine in its sole discretion). The following conditions and terms shall apply with respect to the Shopping Center Tower Signs:

(a) The Owner of each panel on the Shopping Center Tower Signs shall be responsible (at its expense) for fabricating, installing, maintaining, repairing, and replacing its panel, all in accordance with the First Class Standard and Governmental Requirements, including the CSD as defined in Section 1.19, as the same may be amended;

(b) The Lot 2 Tower Sign shall be constructed by the Owner of Lot 2, in accordance with the Governmental Requirements (including the CSD, as the same may be amended), the Plans (previously submitted by the Owner of Lot 2 and acknowledged and approved as of this date by the Approving Party for Lot 1) and in accordance with First Class Standard, on or before the date that is the first annual anniversary of completion of the construction of the Building on Lot 2. The Lot 2 Tower Sign shall comply with the Plans as submitted unless a new "Submittal Letter" (defined in Section 3.3.4) is delivered to the Approving Party for Lot 1 as provided above and the Approving Party for Lot 1 shall have approved the new Plans, such approval not to be unreasonably withheld. The right to make inspections necessary to assure compliance is reserved to the Approving Party for Lot 1. After

initial construction of the Lot 2 Tower Sign, the Owner of Lot 2 shall have the right, without having to obtain the consent of the Approving Party for Lot 1, to change or replace its identification panels on the Lot 2 Tower Sign with identification panels (that do not contain blinking or flashing lights or moving pictures or animation of the type features on so-called "reader boards" [collectively, "*Reader Board or Blinking Signs*"]) of no greater size or dimension than its identification panels initially installed on the Lot 2 Tower Sign, provided that such change or replacement complies with the provisions of this Lease and with all applicable Law; *however*, any other replacement or additional identification panels by the Owner of Lot 2 on the Lot 2 Tower Sign shall require the prior consent of the Approving Party for Lot 1, which consent shall not be unreasonably withheld unless the proposed identification panels require changes to the CSD or include Reader Board or Blinking Signs, as to which changes to the CSD or Reader Board or Blinking Signs the Approving Party for Lot 1 may withhold consent in its sole and absolute discretion. After completion of construction, the Lot 2 Tower Sign shall be maintained, repaired, and replaced by the Owner of Lot 2 in accordance with the First Class Standard *provided, however*, that in the event that the Lot 2 Tower Sign is not so maintained, repaired, and replaced, then the Owner of Lot 1 shall, upon 30 days written notice and the failure of the Owner of Lot 2 to cure (or to commence to cure within the 30-day period and thereafter diligently pursue the same to completion), have the option of temporarily taking over such maintenance, repair, and/or replacement obligations. The Owner of Lot 1, in the event of a takeover of maintenance, repair, and/or replacement obligations pursuant to the previous sentence, may invoice the Owner of Lot 2 for the actual and reasonable costs of such maintenance, repair, replacement, and electricity for the Lot 2 Tower Sign, all of which costs shall be the exclusive responsibility of the Owner of Lot 2.

(c) Either the Owner of Lot 2 or the Owner of Lot 1 may construct the Lot 3 Tower Sign, and whichever party proceeds first with such construction shall construct the same in accordance with the Governmental Requirements (including the CSD, as the same may be amended), the Plans (previously acknowledged and approved as of this date by the Approving Party for each of Lot 1 and Lot 2) and in accordance with First Class Standard, on or before the date that is the first annual anniversary of commencement of the construction of the Lot 3 Tower Sign. The Lot 3 Tower Sign shall comply with the Plans as submitted unless a new "Submittal Letter" (defined in Section 3.3.4) is delivered to the Approving Parties for each of Lot 1 and Lot 2 as provided above and the

Approving Parties for each of Lot 1 and Lot 2 shall have approved the new Plans, such approval not to be unreasonably withheld. The right to make inspections necessary to assure compliance is reserved to the Approving Party who does not first proceed with such construction of the Lot 3 Tower Sign. After initial construction of the Lot 3 Tower Sign, the Owner of Lot 2 shall have the right, without having to obtain the consent of the Approving Party for Lot 1, to change or replace its identification panels on the Lot 3 Tower Sign with identification panels (that do not contain Reader Board or Blinking Signs) of no greater size or dimension than its identification panels initially installed on the Lot 3 Tower Sign, provided that such change or replacement complies with the provisions of this Lease and with all applicable Law; *however*, any other replacement or additional identification panels by the Owner of Lot 2 on the Lot 3 Tower Sign shall require the prior consent of the Approving Party for Lot 1, which consent shall not be unreasonably withheld unless the proposed identification panels require changes to the CSD or include Reader Board or Blinking Signs, as to which changes to the CSD or Reader Board or Blinking Signs the Approving Party for Lot 1 may withhold consent in its sole and absolute discretion. After completion of construction, the Lot 3 Tower Sign shall be maintained, repaired, and replaced by whichever Owner first proceeded with construction and completion of the Lot 3 Tower Sign in accordance with the First Class Standard *provided, however*, that in the event that the Lot 3 Tower Sign is not so maintained, repaired, and replaced, then the Owner who did not first proceed with construction and completion of the Lot 3 Tower Sign shall, upon 30 days written notice and the failure of the Owner who did first proceed with construction and completion of the Lot 3 Tower Sign to cure (or to commence to cure within the 30-day period and thereafter diligently pursue the same to completion), have the option of temporarily taking over such maintenance, repair, and/or replacement obligations. Such Owner, in the event of a takeover of maintenance, repair, and/or replacement obligations pursuant to the previous sentence, may invoice the other Owner for the actual and reasonable cost of such maintenance, repair, replacement, and electricity for the Lot 3 Tower Sign, which costs shall be shared equally (50/50) by the Owner of Lot 2 and the Owner of Lot 1 (it being understood and agreed that the Owner of Lot 1 shall have the right from time to time to allocate such costs attributable to its 50% share of the aggregate costs among the Owners and/or Occupants of all Lots other than Lot 2 as such Approving Party for Lot 1 may from time to time determine in its sole discretion).

2.1.4 Other Signage. The Owner of Lot 1 may, subject to the prior written consent of the Approving Party of Lot 2, which consent shall not be unreasonably withheld, establish and impose a set of signage standards governing the location and design of all signage on the Non-IKEA Lots and the Shopping Center Tower Signs (the "*Sign Program*"); *provided, however*, that the Sign Program shall not regulate the Lot 2 Tower Sign, the Lot 1 Flag Area, or the Lot 4 Flag Area.

2.1.5 Lot 1 Flag Area. The Owner of Lot 1 shall maintain at its sole expense the signage on the Lot 1 Flag Area in accordance with the First Class Standard. If the signage within the Lot 1 Flag Area consists of flags, then there may be any number of flag poles provided that no flag pole may exceed forty (40) feet in height.

2.1.6 Lot 4 Flag Area. The Owner of Lot 4 hereby grants and conveys to the Owner of Lot 1 a perpetual and non-terminable exclusive easement for signage (including flags) area on Lot 4 shown as "6 – Lot 4 Flag Area" on the Easement Plan (the "*Lot 4 Flag Area*"). The Owner of Lot 1 shall maintain at its sole expense the signage on the Lot 4 Flag Area in accordance with the First Class Standard. If the signage within the Lot 4 Flag Area consists of flags, then there may be any number of flag poles provided that no flag pole may exceed forty (40) feet in height.

2.1.7 Lot 1 Tower Sign. The Lot 1 Tower Sign is solely for the benefit of Lot 1 and no other Owner shall have any right to place a panel thereon. The Owner of Lot 1 shall have the right to install, maintain, repair, replace, and remove Communication Equipment on the Lot 1 Tower Sign.

2.1.8 Lot 5 Tower Sign. The Owner of Lot 5 hereby grants and conveys to the Owner of Lot 1 a perpetual and non-terminable exclusive easement for a monument sign within the area on Lot 5 shown as "4 – Lot 5 Tower Sign" on the Easement Plan. The Lot 5 Tower Sign shall not exceed twelve (12) feet in height. The Owner of Lot 1 shall maintain, repair, replace, and remove at its sole expense the Lot 5 Tower Sign in accordance with the First Class Standard. The Lot 5 Tower Sign is solely for the benefit of Lot 1 and no other Owner shall have any right to place a panel thereon. The Owner of Lot 1 shall have the right to install, maintain, repair, replace, and remove Communication Equipment on the Lot 5 Tower Sign.

2.1.9 Lot 8 Landscape Easement. Each Owner of a Lot hereby grants and conveys to the Owner of Lot 2, for its use and for the use of its Permittees, a perpetual, non-terminable, and non-exclusive easement for the improvement, installation, maintenance and replacement of landscaping on up to 10,000 square feet on and around the perimeter portion(s) of Lot 8 and the Detention Area, principally consisting of the northern perimeter portions of Lot 8 (the "*Lot 8 Landscape Easement*"). The Owner of Lot 2 shall insure that the Lot 8 Landscape Easement does not interfere with the stormwater drainage, stormwater runoff, use, flow, and operation of the Common Drainage Facilities located on Lot 8. In exchange for the grant of the Lot 8 Landscape Easement, the Owner of Lot 2 covenants to (i) plant and maintain the necessary landscaping and irrigation along the Lot 8 Landscape Easement area, (ii) obtain the Owner of Lot 1's approval of the final landscaping plan for the Lot 8 Landscape Easement area, including the proposed plant materials and irrigation equipment to be installed and maintained, such approval not to be unreasonably withheld, (iii) install and maintain such landscaping and irrigation in the Lot 8 Landscape Easement area, at No-Out-Of-Pocket Expense to any Lot owner other than the

Lot 2 Owner, in accordance with law and the standards set forth in the Declaration for other landscaped areas, and (iv) the removal by the Owner of Lot 2, at No-Out-Of-Pocket Expense to any Lot owner other than the Owner of Lot 2, of all wild Russian olive trees currently in the detention basin on Lot 8 that impede the use of such area for its intended purpose.

2.2. Additional Reciprocal Easements. Each Owner hereby agrees to cooperate in granting each other any additional easements that may reasonably be required to facilitate the development of the Lots (each, an "*Additional Reciprocal Easement*;" collectively, the "*Additional Reciprocal Easements*"), on the terms and conditions set forth in this Section 2.2. A Party requesting an Additional Reciprocal Easement shall request in writing that another Party grant such easement, and shall provide to such other Party the following information: (a) the purpose of the proposed Additional Reciprocal Easement; (b) the name of the proposed grantee; (c) the form of the proposed Additional Reciprocal Easement; and (d) a drawing showing the proposed location of the Additional Reciprocal Easement. If the requested Additional Reciprocal Easement involved is over a Lot that is subject to a ground lease, the ground lessee's approval must also be obtained for any Additional Reciprocal Easement not within any reservation of rights under the applicable ground lease. The Party over whose Lot the Additional Reciprocal Easement is requested shall notify the requesting Party within fifteen (15) business days following receipt of the information referenced above whether such Party will be willing to grant the requested Additional Reciprocal Easement, which grant shall not be unreasonably withheld.

2.3. Scope of Easements. Except as otherwise expressly provided herein, all easements herein reserved and granted herein shall be non-exclusive easements appurtenant, and not easements in gross. In addition, all easements granted hereunder shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. No grant of an easement pursuant to this Section 2 shall impose any obligation on any Party to construct, operate, or maintain any Building on its Lot, except as expressly provided in this Declaration. The easements herein granted and reserved are appurtenant to each Lot and all future subdivisions thereof, and shall inure to the benefit of the present and future Parties and their respective Permittees, and shall burden the Lots on which such easements are located.

2.4. Restriction. No Party (or any other Person) shall grant any easement for the benefit of any property not within the Project; *provided, however*, that the foregoing shall not prohibit any easements existing on the date of recordation of this Declaration, or the granting or dedicating of easements by a Party on its Lot to Governmental Authorities, quasi-governmental authorities, or public utilities in order to provide service to the Project.

2.5. Reservation. Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its Lot.

3. CONSTRUCTION

3.1. General Requirements. Each Party agrees that all construction activities performed or authorized by it within the Project shall be performed in compliance with all Governmental Requirements. All construction shall utilize new materials, and shall be performed in a good, safe, workmanlike manner, and consistent with the First Class Standard.

3.1.1 Each Party further agrees that any construction activities performed or authorized by it shall not:

(a) cause any unreasonable increase in the cost of constructing improvements upon another Party's Lot;

(b) unreasonably interfere with construction work being performed on any other part of the Project;

(c) unreasonably interfere with the use, occupancy, or enjoyment of any part of the remainder of the Project (including the Drive Lanes) by any other Party or its Permittees; or

(d) cause any Building located on another Lot to be in violation of any Governmental Requirements.

3.1.2 Each Party agrees to defend, protect, indemnify, and hold harmless each other Party from and against all Claims arising out of or resulting from any construction activities performed or authorized by such indemnifying Party and also including any material increases in the costs of constructing improvements attributable to such indemnifying Party's construction activities; *provided, however*, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Party, its Permittees, or anyone claiming by, through, or under any of them.

3.1.3 Each Party agrees to release the other party from, and to defend, protect, indemnify, and hold harmless each other Party from and against, all Claims by any Person for payment of any and all costs associated with improvement of such Party's Lot (including the design, development, construction, use, and operation of improvements within such Party's Lot and as otherwise expressly provided in this Declaration).

3.2. Construction. As shown on the Easement Plan, the Shared Improvements, as of the Effective Date, have been constructed by IKEA, the Lot 2 Tower Sign (but not the sign panels thereon) shall be initially constructed by the Owner of Lot 2 in accordance with the terms and conditions of Section 2.1.3(b), and the Lot 3 Tower Sign (but not the sign panels thereon) may be initially by either constructed the Owner of Lot 1 or the Owner of Lot 2, but in any event in accordance with the terms and conditions of Section 2.1.3(c). Such construction work shall be done in accordance with Governmental Requirements, in a good and workmanlike manner, and in accordance with good engineering standards and the First-Class Standard; *provided, however*, the following minimum general design standards shall be complied with throughout the term of this Declaration:

3.2.1 Easement Plan Changes; Drive Lane Changes. Each Party shall cooperate with the other Party to make technical or minor corrections to the Easement Plan, and other changes to the Easement Plan that do not materially and adversely affect the use of the other Party's Lot, subject to the provisions of Section 1.6 and subject to the following:

(a) No Governmental Requirements shall be violated as a result of such action; any and all Governmental Requirements applicable to such modifications shall be satisfied by the requesting Party; and such action shall not result in any other Party being in violation of any Governmental Requirements.

(b) No change shall be made in, to, or at the access points located on or abutting any of:

(i) the IKEA Lots without the prior written consent of the Approving Party for Lot 1, which consent may be withheld in the sole and absolute discretion of such Approving Party for Lot 1;

(ii) Lot 2 without the prior written consent of the Approving Parties for each of Lot 1 and Lot 2, which consent may be withheld in the sole and absolute discretion of each such Approving Party; and

(iii) Lot 6, except in accordance with Section 1.6.2.

(c) At least thirty (30) days prior to making any such change under Section 3.2.1(b)(i), the requesting Party shall deliver to the Approving Party for Lot 1 copies of the plans therefor. At least thirty (30) days prior to making any such change under Section 3.2.1(b)(ii), the requesting Party shall deliver to the Approving Parties for Lot 1 and Lot 2 copies of the plans therefor.

(d) Any such work and any maintenance or repair work to the Shared Improvements shall not occur during each period from November 20th to January 31st, August 1st to August 30th, or on any weekends; *provided* that (i) the Owner of Lot 2 may perform its initial building construction, parking lot construction and related improvements on Lot 2 during any and all of such periods, so long as the Owner of Lot 2 coordinates such performance with the Owner of Lot 1, and so long as the same shall not unreasonably interfere with the use, occupancy, or enjoyment of any part of the remainder of the Project (including the Drive Lanes) by any other Party or its Permittees, and (ii) the Approving Party for Lot 1 may, in its sole commercially reasonable discretion, from time to time permit any Party performing its initial construction on a Lot to continue such initial construction during one of such periods (and the Approving Party for Lot 1 shall not unreasonably withhold its permission for same).

3.3. Building Improvements.

3.3.1 While it is acknowledged and agreed that no Party shall have any obligation to commence construction of any Building on its Lot or to open, operate, or continuously operate should any Building be constructed on its Lot (except as otherwise provided in Section 5.5 below), each Party agrees that once it has commenced construction of a Building, such Building shall be completed in a timely fashion.

3.3.2 The Owner of Lot 2 agrees that the Building to be located on Lot 2 shall have its main entrance into the Building itself (and the Plans for Lot 2 submitted to the Approving Party for Lot 1 shall show such entrance) on either the eastern or the southern side of

such Building; *provided* that this shall in no way limit the location for any secondary pedestrian access into the Building, nor shall this limit the locations for any vehicular access into Lot 2, as shown on the Plans for Lot 2. The Owner of Lot 2 also agrees that the Floor Area of the Building to be located on Lot 2 (and the Plans for Lot 2 submitted to the Approving Party for Lot 1 shall show such that the Floor Area of such Building) shall not exceed 170,000 square feet. The Owner of Lot 2 agrees (and the Plans for Lot 2 submitted to the Approving Party for Lot 1 shall show) that there shall be at least a thirty (30) foot set back from the eastern and northern boundaries of Lot 2 in which no Building or portion thereof may be constructed.

3.3.3 No Building on Lot 1 or Lot 2 shall exceed a maximum building height of forty-five (45) feet (except that any aesthetic architectural elements or elevations on the front side or façades of the Building, and the four corners of the Building on Lot 1 and/or Lot 2, including cornices, crenellations, or towers, may, if Governmental Requirements allow, exceed this 45-foot limitation by an amount equal to fifteen (15) feet, and no Building on Lots 3, 4, 5, 6, or 7 shall exceed a maximum building height of twenty-five (25) feet (all of the foregoing, the "*Height Criteria*"). Each Party shall have the right to install, maintain, repair, replace and remove Communication Equipment on the top of the Building on its Lot which may extend above the applicable heights for each Building set forth in the Height Criteria; *provided, however*, such Communication Equipment shall be set back from the front of the Building to reduce sight lines from parking areas and visibility thereof by customers.

3.3.4 All Buildings on Lots 2, 3, 4, 5, 6, and 7 shall be constructed in a manner and with such materials as are consistent with the First Class Standard. No Building shall be erected or allowed to remain on Lots 2, 3, 4, 5, 6, or 7 unless (a) the Owner of such Lot shall have delivered to the Approving Party for Lot 1 color exterior elevations of all sides of such Building (including dimensions) and a site plan showing the location of such Building and the type of exterior materials to be used (collectively, the "*Plans*"), together with a submittal letter certifying that the Plans are consistent with the requirements of this Declaration (the "*Submittal Letter*") and (b) the Approving Party for Lot 1 shall have approved the Plans, such approval not to be unreasonably withheld. All improvements shall comply with the Plans as submitted unless a new Submittal Letter is delivered to the Approving Party for Lot 1 as provided above and the Approving Party for Lot 1 shall have approved the new Plans, such approval not to be unreasonably withheld. The right to make inspections necessary to assure compliance is reserved to the Approving Party for Lot 1. As of the Effective Date, the Owner of Lot 2 has delivered to the Approving Party for Lot 1, and the Approving Party for Lot 1 has approved, the Lot 2 Plans and Submittal Letter attached hereto as **Exhibit D** and made a part hereof. After initial construction of a Building, no Owner shall make alterations that will substantially change the exterior of its Building unless a new Submittal Letter is delivered to the Owner of Lot 1 as provided above and the Owner of Lot 1 shall have approved the new Plans, such approval not to be unreasonably withheld.

3.4. Liens. In the event any mechanic's lien is filed against the Lot of one Party as a result of services performed or materials furnished for the use of another Party, the Party permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to any entry of a final judgment (after all appeals) for the foreclosure of such lien. Upon request of the Party whose Lot is subject to such lien, the Party permitting or causing such lien to be filed agrees to promptly (but in no event more than twenty (20) days after such request) cause such

lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent the Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence and the lien is timely released or discharged of record, as aforesaid. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), the Party whose Lot is subject to such lien shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien. The Party whose Lot is subject to such lien agrees to defend, protect, indemnify, and hold harmless the other Party and its Lot(s) from and against any and all Claims arising out of or resulting from such lien.

3.5. No Subdivision. No Lot may be further subdivided without the consent of the Approving Party for Lot 1, which consent may be granted or withheld in the sole discretion of such the Approving Party for Lot 1.

3.6. Landscape Replacement. Subject to Governmental Requirements, and at No-Out-Of-Pocket Expense to the Owner of Lot 1, the Owner of Lot 2 may, at any time on or before that certain date that is six (6) months after the R.C. Willey Lot 2 Opening (defined in Article 5.6), remove the existing trees in the landscaped parking aisle area on Lot 1 indicated on **Exhibit C** attached hereto and made a part hereof (the "*Landscape Replacement Area*"), and replace the existing trees with low growth landscaping, reasonably acceptable to the Owner of Lot 1, that will obtain a maximum height of three feet (3').

4. MAINTENANCE AND REPAIR

4.1. Common Drainage Facilities and Drive Lanes.

4.1.1 The Maintaining Party shall maintain, replace and repair, or cause to be maintained, replaced and repaired, in a good state of repair, safe condition and in compliance with all Governmental Requirements, all Shared Improvements within the Project, including the following:

(a) maintaining, cleaning, repairing, and replacing lighting systems for the Drive Lanes, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks, and circuit breakers;

(b) maintaining, cleaning, repairing, and replacing the Common Drainage Facilities, including all surface water collection, retention, and distribution facilities (subject to the Owner of Lot 2's maintenance obligations with respect to the Lot 8 Landscape Easement described in Section 2.1.9 of this Declaration);

(c) maintaining, repairing, repaving, and keeping the Drive Lanes free from any obstructions unless such obstruction is permitted under the provisions of this Declaration; and

(d) snow removal from the Drive Lanes and any associated access points, sidewalks and similar hard surfaces, and (if applicable) landscaping;

4.1.2 Any relocation or abandonment of any of the Shared Improvements shall require the prior approval of the Approving Parties (in accordance with the terms and conditions of Section 1.6 above) and shall thereafter be performed by the Maintaining Party in compliance with all Governmental Requirements and using commercially reasonable and diligent efforts to minimize any interference with the operation of business at the Project. The cost of the services described in Section 4.1 shall be reflective of a competitive market rate for such services being submitted for bids by independent third party service providers, as such competitive market rate is determined by the Maintaining Party in its sole commercially reasonable discretion. All costs incurred by the Maintaining Party (or Operator) with respect to the maintenance, repair, or replacement of the Shared Improvements shall be included in SI Maintenance Expenses; *provided, however*, except for annual contracts, the costs of which are provided for in the approved Budget, if the Maintaining Party (or Operator), in performing any such maintenance, repair, or replacement of the Shared Improvements, is likely to incur costs of more than Twenty-Five Thousand Dollars ($25,000) in Constant Dollars for such work in any one instance (or series of related or repeated circumstances in one calendar year), such Maintaining Party (or Operator) shall first notify the Owners of Lots 1 and 2, and the obligation of each of the Owners of Lots 1 and 2 to pay its Proportionate Share of such costs under Section 4.3 shall be subject to such Owner's approval, which approval shall not be unreasonably withheld; *provided further, however*, that the obligation of the Maintaining Party to perform such maintenance, repair, or replacement of the Shared Improvements that has not been approved by each of the owners of Lots 1 and 2 shall be suspended until such time (if any) as such written evidence of such approval by each of the Owners of Lots 1 and 2 has been obtained. The Owners of each of Lots 1 and 2 shall be provided with at least fifteen (15) days' prior notice before commencement of any work, and such work and any maintenance or repair work within the Drive Lanes shall not occur during each period from November 20th to January 31st, June 15th to July 15th, or on any weekends (except for emergency repairs, in which event the Maintaining Party shall be obligated to use its best efforts to minimize interference with the operations of the Occupants of Lots 1 and 2, such efforts to include causing performance of emergency repairs outside of the operating hours of the Occupants of Lots 1 and 2, to the extent same is reasonably practicable). All Shared Improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the appearance of the Project as a whole in accordance with the First Class Standard. The Owner of Lot 1 and/or the Owner of Lot 2 may give thirty (30) days written notice to the Maintaining Party if the Maintaining Party either itself or through the Operator fails to perform its duties to the standards described in these Sections 4.1.1 and 4.1.2. At the end of this 30-day period, if the Maintaining Party has neglected to cure such failure (or to commence to cure within the 30-day period and thereafter diligently pursue the same to completion), then the complaining Owner of Lot 1 or Lot 2 may exercise rights of self-help to cure the problem. All costs and expenses incurred by the complaining Owner shall be passed on to the Owners as though such services were provided by the Maintaining Owner, except for any costs and expenses in excess of the amount itemized under the Budget, plus the fifteen percent (15%) Administrative Fee on such costs and expenses paid to the complaining Owner.

4.2. Maintenance of Lots.

4.2.1 Subject to the provisions of this Section 4 with respect to the obligations of the Maintaining Party in connection with the Shared Improvements, each Party shall, at its sole cost and expense, maintain, or cause to be maintained, its Lot in a good order and condition and state of repair, in compliance with all applicable Governmental Requirements and the provisions of this Declaration and in accordance with the First Class Standard. Unimproved areas shall be mowed, kept litter-free, and at all times in accordance with Governmental Requirements and otherwise in a sightly and safe condition, including the obligation to prevent and remove any debris from a Party's Lot from gaining access into any drainage system or stormwater runoff system situated on such Party's Lot or any other Party's Lot, and including the obligation to control dust by capping the surface, if necessary. The maintenance, repair, and replacement obligations with respect to each Lot shall include the following:

(a) Debris and Refuse. Periodic removal of all papers, debris, refuse, and filth to the extent necessary to keep the Lot in a clean and orderly condition and in compliance with the First-Class Standard.

(b) Signs and Markers. Maintaining, cleaning, and replacing any appropriate directional, stop, or traffic signs or markers.

(c) Lighting. Maintaining, cleaning, and replacing lighting systems, including light standards, wires, conduits, lamps, ballasts, and lenses, time clocks and circuit breakers, and providing utilities therefor.

(d) Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs (if any) located on the Lot in accordance with the First-Class Standard, including providing water for landscape irrigation through a properly maintained system, and including performing any modifications to such systems to satisfy governmental water allocation or emergency requirements.

(e) Liability Insurance. Providing the liability insurance required pursuant to Section 5.3 below.

(f) Snow Removal. Snow and ice shall be diligently removed and disposed of from all drive lanes, driveways, access points, parking lots, sidewalks and similar hard surfaces located on the Lot.

4.3. Reimbursement of SI Maintenance Expenses.

4.3.1 Payment of Proportionate Share of Expenses.

(a) Each Owner of a Lot shall, and by acceptance of a deed to such Lot covenants and agrees to, reimburse the Maintaining Party (and the Lot 1 and/or Lot 2 Owner as provided in Section 4.1.2 above) for such Lot's Proportionate Share of the SI Maintenance Expenses.

(b) Each Owner's obligations to reimburse the Maintaining Party (and the Lot 1 and/or Lot 2 Owner as provided in Section 4.1.2 above) for its Lot's Proportionate Share of the SI Maintenance Expenses shall commence on the day after the date upon which a certificate

of occupancy is issued for any Building within the Project, and shall continue thereafter throughout the balance of the term of this Declaration (subject, however, to the release of a transferring Party, pursuant to Section 1.64, from the obligations of this Declaration arising subsequent to the effective date on the transfer notice, so long as such transferee assumes all obligations and liabilities of such transferor having accrued hereunder prior to such transfer).

(c) The Maintaining Party shall provide to the Owners of the Non-IKEA Lots, approximately sixty (60) days prior to the beginning of each calendar year (or fiscal year, if the Maintaining Party elects to employ a fiscal accounting year other than calendar year), an estimated budget for the SI Maintenance Expenses ("*Budget*"). The Budget of estimated expenses shall be based on the prior year's expenses (if available), taking into account anticipated increases to such amounts. Notwithstanding the foregoing, the Maintaining Party shall have the right to make emergency repairs to prevent injury or damage to person or property, it being understood that the Maintaining Party shall nevertheless advise the Owners of the Non-IKEA Lots of such emergency condition as soon as reasonably practicable, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds Ten Thousand Dollars ($10,000) in Constant Dollars, then the Maintaining Party may submit a supplemental billing to the Owners of the Non-IKEA Lots, together with evidence supporting such payment, and the Owners of the Non-IKEA Lots shall pay their respective Proportionate Shares thereof within thirty (30) days after receipt of such supplemental billing.

(d) Each Owner of a Lot shall pay to the Maintaining Party, in twelve (12) equal monthly installments in advance, such Lot's Proportionate Share of the SI Maintenance Expenses for an applicable calendar or fiscal year, as provided herein, based upon the amount set forth in the Budget. The Maintaining Party shall reasonably estimate such costs for the partial year during which its maintenance obligations commence and each Owner shall make its first payment in the month following commencement of the reimbursement obligations. Within approximately one hundred twenty (120) days after the end of each calendar year (or fiscal year, if the Maintaining Party elects to employ a fiscal accounting year other than calendar year), the Maintaining Party shall provide each Owner with a statement certified by the Maintaining Party, setting forth the actual SI Maintenance Expenses paid by it for the performance of its obligations hereunder and each Owner's Proportionate Share, which shall show the amount of the SI

Maintenance Expenses with respect to the Drive Lanes separately from the amount of the SI Maintenance Expenses with respect to the Common Drainage Facilities. If the amount paid by any Owner for such calendar year (or fiscal year, if the Maintaining Party elects to employ a fiscal accounting year other than calendar year) shall have exceeded its Lot's Proportionate Share for the SI Maintenance Expenses, the Maintaining Party shall refund the excess to such Owner within thirty (30) days after the delivery of such annual adjustment (subject to reduction for any amount then due and owing by such Owner to the Maintaining Party, or if the amount paid by for such calendar year [or fiscal year, if the Maintaining Party elects to employ a fiscal accounting year other than calendar year] shall be less than its Lot's Proportionate Share, such Owner shall pay the balance of such share to the Maintaining Party within thirty (30) days after receipt of such certified statement). If any Party fails to pay such amounts when due, such amounts shall bear interest at the Default Rate defined in Section 7.2 below.

(e) Within one (1) year after receipt of a certified statement, the Owner of Lot 2 shall have the right to audit the Maintaining Party's books and records pertaining to the SI Maintenance Expenses. The Owner of Lot 2 shall notify the Maintaining Party of its intent to audit at least fifteen (15) days prior to the designated audit date. If such audit shall disclose any error in the determination of the SI Maintenance Expenses or the allocation thereof to the Owner of Lot 2, then an appropriate adjustment shall be made forthwith, but no later than thirty (30) days after receipt of written demand therefor, together with a copy of the audit. The cost of any audit shall be assumed by the Owner of Lot 2 unless the Owner of Lot 2 shall be entitled to a refund in excess of five percent (5%) of the actual amount paid by it for the calendar year (or fiscal year, if the Maintaining Party elects to employ a fiscal accounting year other than calendar year) which is the subject of the audit, in which case the Maintaining Party shall pay the reasonable cost of such audit.

(f) The Maintaining Party agrees to defend, indemnify, and hold each Owner of a Lot harmless from and against any mechanic's, materialmen's, and/or laborer's liens, arising out of the maintenance and operation by the Maintaining Party, and in the event that such Owner's Lot shall become subject to any such lien, the Maintaining Party shall promptly (but in any event shall within thirty (30) days after the Maintaining Party has knowledge of such lien or notice of lien) cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to

such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

(g) Any subdivision of a Lot into more than one legal lot shall not diminish or otherwise release the Owner of a Lot from its obligation to pay any amount of SI Maintenance Expenses due and owing to the Maintaining Party. If any subdivided Lot is transferred, the transferring and transferee Owners shall allocate between them their respective Owner's Proportionate Shares and give written notice thereof to all other Owners, which notice shall also be recorded in the real estate records of the County, and thereafter, the transferring Owner shall be released from any obligation for such Lot's future reimbursement obligation for SI Maintenance Expenses.

4.3.2 Restoration of Shared Improvements. In the event any Shared Improvements are damaged by fire or other hazard, the Maintaining Party shall, subject to obtaining any necessary permits or approvals from applicable Governmental Authorities, diligently commence and pursue completion of the repair or restoration of the affected Shared Improvements.

4.4. Building Improvements.

4.4.1 Each Owner shall maintain the Buildings on its Lot in good order and condition and state of repair in accordance with the First-Class Standard. Each Owner shall, in addition to other requirements of this Section, keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly, and sanitary condition will not permit accumulation of snow, ice, garbage, trash, rubbish, and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed. The Owner of Lot 1 and the Owner of Lot 2 shall use commercially reasonable efforts to manage accumulations of snow and ice on, respectively, Lot 1 and Lot 2 so as to facilitate customer movement between the retail stores on Lot 1 and Lot 2 and to minimize the obstruction of the view of the Building on Lot 2 looking from I-15.

4.4.2 In the event any of the Buildings are damaged by fire or other casualty (whether insured or not), the Party upon whose Lot such Building is located shall, subject to Governmental Requirements, as soon as reasonably practicable after such damage, remove the debris resulting from such event and provide a sightly barrier reasonably screening the view of the damaged Building from the other Lots, and shall, subject to insurance adjustment delays outside the reasonable control of such Party, either (a) promptly, after receipt of any necessary permits or approvals from applicable Governmental Authorities (which it shall seek diligently), repair or restore the Building so damaged to a complete unit with such repair or restoration to be performed in accordance with all provisions of this Declaration and in a diligent manner until timely completion, or (b) commence in a timely manner to erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (c) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition compatible with the remainder

of the Project. Such Party shall have the option to choose which of the foregoing alternatives to perform, but such Party shall be obligated to perform one of such alternatives diligently and in good faith. Such Party shall give notice to each other Party not later than one hundred twenty (120) days from the date of such casualty of which alternative it elects.

5. OPERATION OF THE PROJECT

5.1. Uses.

5.1.1 Use in General. Each Lot shall only be used for retail sales and for Restaurants, and no use shall be permitted in the Project which is inconsistent with the First Class Standard. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(a) Any use that (i) emits an obnoxious odor, obnoxious noise, or obnoxious sound which can be heard or smelled outside of any Building in the Project, or (ii) creates a fire, explosion or other hazard (including the display or sale of explosives or fireworks), or (iii) constitutes a public or private nuisance, or any use that creates a noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness; *provided, however*, that this Section 5.1.1(a) shall not be construed to prohibit Restaurant use;

(b) Any operation primarily used as a storage warehouse operation (except that this provision shall not prohibit an area for the storage of goods intended to be sold at any retail establishment in the Project or an area used for the pickup of merchandise ordered through a catalogue sales program, mail order, internet, or similar off-site sales program, so long as such pick up area usage is ancillary to the operation of the retail business at the Project) and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation (except that this provision shall not prohibit the assemblage any of goods and products sold by any retail establishment at the Project ancillary to the operation of such retail business);

(c) Any mobile-home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance in accordance with the provisions of this Declaration);

(d) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);

(e) Any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation;

(f) Any central laundry, dry cleaning plant, or laundromat; *provided, however*, this prohibition shall not be applicable to (i) nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer or (ii) a dry cleaning plant providing on-site pickup and delivery services so long as such plant is operated in accordance with the First Class Standard and does not use Hazardous Materials, the use, storage, or disposal of which Hazardous Materials requires a permit and a hazardous waste manifest under applicable Environmental Laws;

(g) Any truck, trailer, or recreational vehicle sales, leasing, display, or body shop repair operation; *provided* that, subject to the Sidewalk and Seasonal Sales Limitations, the Owner of Lot 2 may from time to time conduct promotional giveaways of a recreational vehicle, trailer, or other motor vehicle;

(h) Any animal raising or boarding facility; *provided, however*, that the restriction set forth in this Section 5.1.1(h) shall not apply to any Occupant whose primary business is the retail sale of pets or veterinary services and in accordance with the First-Class Standard, *provided, further, however*, that (i) overnight boarding (indoor only) of pets is limited to that which is incidental to the operations of such Occupant and not offered to customers as a separate service, and (ii) the combined veterinary and overnight boarding facilities occupy no more than fifteen percent (15%) of the Floor Area of such Occupant. In no event shall outdoor boarding or exercising of pets be permitted under any circumstances;

(i) Any cemetery, mortuary, funeral home, or similar service establishment;

(j) Any establishment selling or exhibiting paraphernalia intended for, or relating to, illegal drug use;

(k) Any establishment exhibiting either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any non-therapeutic or non-licensed massage parlors or similar establishments;

(l) Any establishment selling or exhibiting pornographic or obscene materials, except that this provision shall not prohibit (i) first class national videotape retailers that rent primarily non- "x-rated" videotapes (that is, "G" to "R"-rated videotapes) but that also rent "X-rated or non-rated videotapes" for off-premises viewing only, *provided* such "X-rated" or "non-rated" videotapes, and the place and procedure for selection thereof (which shall not exceed in the aggregate fifty (50) square feet of Floor Area), precludes viewing or selection by minors and without any promotional, advertising or

other depiction or description in respect of any "X-rated" or "non-rated" videotapes displayed or utilized within or outside the store or (ii) national book stores that comply with the First-Class Standard and are not perceived to be, nor hold themselves out as, "adult book" stores, or (iii) general merchandise stores, such as drug stores, that sell primarily general audience books, but that incidentally sell books, magazines, and other periodicals that may contain pornographic materials;

(m) Any bar, tavern, Restaurant, or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds sixty percent (60%) of the gross revenues of such business; *provided* this Section 5.1.1(m) shall not prohibit or restrict a Restaurant or bar operated in accordance with the First Class Standard from selling alcoholic beverages for on-premises consumption incidental to its operation;

(n) any carnival, fair, amusement gallery, or amusement or video arcade, flea market, pool or billiard hall, car wash, catering, or dance hall (except for such video games and amusement rides as are located in a Building operating an entertainment retail operation, such as Dave & Busters or Chuck E. Cheese, that complies with the First-Class Standard, or incidental to a Restaurant or other retail establishment that complies with the First-Class Standard);

(o) Any place of worship, school, meeting hall, dance hall, or auditorium;

(p) A medical clinic or office; *provided, however*, this prohibition shall not be applicable to an on-site health and wellness clinic, conducted in not more than 1,500 square feet of the Floor Area of all Buildings located on a Lot, so long as such clinic serves only the on-site employees (*i.e.*, employees who work in a Building on a Lot) of an Occupant and their family members incidental to the conduct of its business on such Lot;

(q) Any training or educational facility, including beauty schools, barber colleges, reading rooms (except incidental to the operations of a book retailer), places of instruction or other operations catering primarily to students or trainees rather than to customers; *provided, however*, (i) this prohibition shall not be applicable to on-site employee training or customer computer training by an Occupant incidental to the conduct of its business at the Project and (ii) this prohibition shall not be applicable to any training or educational facility so long as (and until) such combined training

or educational facilities occupy no more than twenty-five percent (25%) of the gross Floor Area of all Buildings located on a Lot;

(r) Any gambling facility or operation, including: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall; and

(s) For Lots 3 – 8, any selling or displaying of mattresses under or using the product or brand name, "Mattress Firm," "Sleep Train," "Mattress Dealzz," and "R&G Mattress;" *provided, however*, that, notwithstanding anything to the contrary in this Section 5.1.1(s):

(i) the Owner of Lot 2 shall have the exclusive right to enforce this Section 5.1.1(s), and any such enforcement by or on behalf the Owner of Lot 2 shall be at No-Out-Of-Pocket Expense to any other Owner hereunder (except for any such Owner that is in violation of this Section 5.1.1(s));

(ii) no such other Owner shall be obligated to maintain or enforce the rights of the Owner of Lot 2 under this Section 5.1.1(s) to the extent the same would cause a violation of any applicable Governmental Requirements, including any anti-trust law;

(iii) the Owner of Lot 2 agrees to defend, protect, indemnify, and hold harmless the Owner of Lot 1 from and against all Claims arising out of or resulting from the existence or enforcement of this Section 5.1.1(s); and

(iv) if the R.C. Lot 2 Opening does not occur on or before the date that is the fifth (5th) anniversary of the Effective Date, or if the R.C. Willey Store fails thereafter to remain open for business to the public (subject only to Permitted Temporary R.C. Willey Closures), then this Section 5.1.1(s) shall automatically be and become null and void and of no further force or effect.

5.1.2 No Party shall use, release, spill, discharge, dump, or abandon, nor permit the use, release, spill, discharge, dumping, or abandonment of Hazardous Materials on, about, under, or in its Lot, or the Project, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws and any other Governmental Requirement. Each Party agrees to defend, protect, indemnify, and hold harmless each other Party from and against all Claims relating to a breach by such Party of one or more of its obligations under this Section 5.1.2, including costs of investigation, remedial or removal response, and reasonable attorneys' fees and costs of suit, arising out of or resulting from any Hazardous Material used or permitted to be used, after the date of this Declaration, by such Party or any Occupant of such Party's Lot, whether or not in the ordinary course of business.

5.1.3 No merchandise, equipment, or services, including vending machines, promotional devices, and similar items, shall be displayed, or offered for sale or lease, on the exterior areas of a Lot. Notwithstanding the foregoing, however, nothing set forth herein shall prohibit the right of any Party to operate outdoor dining areas, food and beverage sales areas within its Lot or to permit Occupants of its Lot to do the same, or to conduct sidewalk sales, or to conduct Seasonal Sales, *subject, however,* to the Sidewalk and Seasonal Sales Limitations.

5.1.4 Without limitation upon the other provisions of this Declaration, there shall be maintained at all times (a) on the IKEA Lots, not less than the number of parking spaces required by Governmental Requirements, without reliance on parking spaces that may be available on portions of the Project other than the IKEA Lots, and (b) on each Non-IKEA Lot, not less than the number of parking spaces required by Governmental Requirements for such Non-IKEA Lot, without reliance on parking spaces that may be available on any other Lots. No Party shall rely upon any parking outside the Lot owned or occupied by such Party for satisfaction of Governmental Requirements, except that Owners of any of the IKEA Lots may rely upon parking in the other IKEA Lots for satisfaction of Governmental Requirements. Subject to Governmental Requirements and except as required by law, there shall be no fees or charges imposed upon users of the parking areas of the Project without the consent of the Approving Parties (in accordance with the terms and conditions of Section 1.6 above), which consent may be withheld by each Approving Party in its sole and absolute discretion. For the purpose of this provision, a tax assessment or other form of governmentally imposed charge applicable to parking spaces or parking lots may be deemed by the Approving Parties an imposition required by law. The Parties acknowledge and agree that no parking is required on Lot 8.

5.1.5 Each Party shall use its reasonable and diligent efforts to cause the employees of the Occupants of its Lot to park their vehicles only on such Lot.

5.2. Exclusive. Any Owner or Occupants of Lot 2 may sell furniture or home furnishings or similar merchandise only if such Occupant or Occupants collectively have Floor Area(s) utilized primarily for such merchandise of no more than 170,000 square feet, unless the Owner of Lot 1 consents thereto in writing, which consent may be granted or withheld in its sole discretion.

5.3. Insurance.

5.3.1 Each Owner of a Lot shall maintain or cause to be maintained in full force and effect, with companies authorized to do business in the State of Utah, at least the minimum insurance coverages in Constant Dollars set forth below:

(a) Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars ($5,000,000.00) in Constant Dollars for bodily injury, personal injury, and property damage, arising out of any one occurrence; each naming the other Party as be "additional insureds" under such policy. Each Party agrees to look first to the insurance coverage obtained pursuant hereto, and to exhaust all limits thereof, before making any claim, other than to preserve rights if coverage hereunder is inadequate, under the insurance carried by a Party hereunder.

(b) Workers' Compensation and Employer's Liability Insurance:

(i) Worker's compensation insurance as required by any applicable law or regulation.

(ii) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disease.

(iii) Automobile Liability Insurance: To the extent automobiles are owned or operated in the Project at any time, automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage combined.

(c) Each Party agrees to defend, protect, indemnify, and hold harmless each other Party from and against all Claims arising out of or resulting from the injury to or death of any person, or damage to the property of any Person located on the Lot owned by such indemnifying Party; *provided, however*, the foregoing obligation shall not apply to Claims caused by the gross negligence or willful act or omission of such other Party or Parties, its or their Occupants, agents, servants, or employees, or the agents, servants, or employees of any of its Occupants. In the event it is determined that such other Party was not at fault, then the indemnifying Party shall reimburse such other Party for all reasonable costs and/or expenses incurred by it defending against such Claim.

5.3.2 With respect to the Shared Improvements, the Maintaining Party, and the designated Operator, if any, shall defend, protect, indemnify, and hold harmless the Owner of each Lot from and against all Claims asserted or incurred in connection with or arising out of the performance, or failure to perform, its duties or obligations under this Declaration solely with respect to the maintenance and operation of the Shared Improvements; *provided, however*, the foregoing obligation shall not apply to Claims caused by (or attributable to the extent of) the gross negligence or the willful act or omission of the Party to be indemnified or its Occupants, agents, servants, or employees, or the agents, servants, or employees of any Occupant thereof.

5.3.3 Prior to commencing any construction activities within the Project, each Party shall obtain or require its contractor to obtain and thereafter maintain, so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

(a) Worker's Compensation: Statutory Limits

(b) Employer's Liability: $500,000.00

(c) Comprehensive General Liability covering the following:

(i) Bodily Injury: $2,000,000.00 each person, $5,000,000 each occurrence;

(ii) Property Damage: $1,000,000.00 each occurrence, $2,000,000 aggregate;

(d) Owner's Protective Liability: $1,000,000.00 each occurrence, $2,000,000 aggregate;

(e) Products Completed Operations Coverage: (to be kept in effect for two (2) years after completion);

(f) "XCU" Hazard Endorsement, if applicable;

(g) "Broad Form" Property Damage Endorsement;

(h) "Personal Injury" Endorsement;

(i) Contractual Liability Endorsement;

(j) Comprehensive Automobile Liability, including Non-Ownership and Hired Car Coverage, as well as owned vehicles, with limits at least in the following amounts:

(i)	Bodily Injury: each person	$500,000
	each occurrence	$1,000,000
(ii)	Property Damage: each occurrence	$500,000

5.3.4 All insurance required by this Section 5.3 shall be written on an occurrence basis and procured from companies having a General Policyholders Rating of A- or better and a financial size of "VIII" or better, as set forth in the most current issue of Best's Rating Guide, and which companies are authorized to do business in the state where the Project is located. All insurance to be carried by (A) the Owners of the Non-IKEA Lots may be provided under (a) an individual policy covering this location, or (b) a blanket policy or policies which includes other liabilities, properties, and locations of such Party; *provided, however*, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $20,000,000 in Constant Dollars, then such insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $20,000,000 in Constant Dollars, or (c) a plan of self-insurance that may be maintained by such Party or on such Party's behalf by its Affiliate, *provided* that any Party so self-insuring notifies the other Parties of its intent to self-insure and agrees that, upon request, it shall deliver to such other Parties each calendar year a copy of its annual report (unless such Party or its Affiliate that is providing self-insurance coverage is a public company listed on a national stock exchange) that is audited by an independent certified public accountant and that discloses that such Party has at least $150,000,000.00 in Constant Dollars of both net worth and net current assets, and that any such Affiliate executes a guaranty in form reasonably required by the other Party hereto, or (d) a combination of any of the foregoing insurance programs; and (B) IKEA may be provided under (a) an individual policy covering this location, or (b) a blanket policy or policies which includes other liabilities, properties, and locations of such Party; *provided, however*, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $20,000,000 in Constant Dollars, then IKEA shall also maintain excess liability

coverage necessary to establish a total liability insurance limit of $20,000,000 in Constant Dollars, or (c) a plan of self-insurance, or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Party that is an Owner of any Non-IKEA Lots in compliance with this Section 5.3, such Party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; *provided, however*, that in no event shall any deductible exceed $50,000.00 in Constant Dollars unless such Party complies with the requirements regarding self-insurance pursuant to clause (A)(c) above. Each Party and Operator shall furnish each with an initial certificate of insurance and/or statement of self-insurance, as the case may be. All insurance policies required under this Declaration shall be maintained without any lapse in coverage during the term hereof or, in the case of construction, during the entire construction period. Each Owner of any of the Non-IKEA Lots shall deliver subsequent certificates to IKEA as evidence that there has been no lapse in coverage. IKEA, however, as the Owner of the IKEA Lots, will be required to maintain continuous coverage, but will only be required to deliver an initial certificate for the insurance policy to be carried by IKEA under Section 5.3.1(a) that provides for a thirty (30) day notice of cancellation to each additional insured. IKEA may, at its option (and if provided to IKEA by its carrier), deliver subsequent certificates, if requested, at the expiration of each coverage period; *however*, any such certificates will not be provided prior to the expiration of insurance coverage for each year. The insurance required herein:

(a) shall provide that the policy shall not be cancelled or reduced in amount or coverage below the requirements of this Declaration, nor shall it be allowed to expire, without at least thirty (30) days' prior written notice by the insurer to each insured and to each additional insured (except in the case of IKEA, who shall be required to deliver such certificates only for the initial certificate as expressly provided above);

(b) shall provide for severability of interests;

(c) shall provide that an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds;

(d) shall provide for contractual liability coverage with respect to the indemnity obligations set forth in this Section 5.3; and

(e) be primary insurance as to all claims thereunder and provide that any insurance carried by the other Party(ies) is excess and noncontributing with any insurance required of the Party or Occupant.

With respect to any insurance amounts under this Section 5.3 that provide for an adjustment based on Constant Dollars, if a Party maintains the amount set forth in this Declaration (without adjustment for Constant Dollars), such Party shall not be in default under this Section 5.3 for failing to adjust to Constant Dollars unless the other Party has provided such Party with written notice of its failure to adjust (along with notification of the adjusted amount required based on the Constant Dollars adjustment) and such Party fails to cure within thirty (30) days after delivery of such written notice.

5.3.5 No Party shall permit any Occupant of its Lot to carry any merchandise or substance or to perform any activity in relation to the use of such Party's Lot within the Project that would (a) cause or threaten the cancellation of any insurance covering any portion of the Project or (b) increase the insurance rates applicable to the Common Area or the Buildings on the other Lots within the Project over the rates that would otherwise apply unless such occupant shall pay the increased insurance cost on demand. Nothing in the foregoing shall in any manner be construed or interpreted to require that a typical retail operation being conducted on such Lot in a manner in accordance with the First-Class Standard gives rise to such events described in clauses (a) and (b) of this Section 5.3.5.

5.3.6 The premiums and cost of all insurance carried by the Maintaining Party with respect to the Shared Improvements shall be included in SI Maintenance Expenses.

5.3.7 Notwithstanding anything in this Declaration to the contrary, the Owner of each Lot waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive, any and all Claims, rights of recovery, action, or causes of action against each other Owner for any loss or damage to any businesses located on such Owner's Lot, any loss of use of such Owner's Lot or any portion thereof, and any loss, theft, or damage to any property located on such Owner's Lot (including any Occupant's automobiles or the contents thereof), **INCLUDING ALL CLAIMS, RIGHTS (BY WAY OF SUBROGATION OR OTHERWISE) OF RECOVERY, ACTIONS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF ANY OTHER OWNER**, which loss or damage is covered by insurance required by this Declaration (or would have been covered had the insurance required by this Declaration been maintained) or covered by typical causes of loss – special form (formerly "all-risk") property insurance typically carried by owners of similar commercial retail projects.

5.4. Taxes and Assessments. Each Party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot, the Buildings, and other improvements located thereon, and any personal property owned or leased by such Party in the Project, *provided* that if the taxes or assessments or any part thereof may be paid in installments, the Party may pay each such installment as and when the same becomes due and payable. Nothing contained in this Section shall prevent any Party from contesting at its cost and expense any such taxes and assessments with respect to its Lot in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith and stays enforcement of any lien against its Lot. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties, and costs thereon.

5.5. Activity Hours; Restricted Hours for Truck Movements. From and after the date that a certificate of occupancy is issued with respect to any Building, the Owner of the Lot on which such Building is located shall cause the Building during the Activity Hours either to be open to the public or fully lit externally; *provided, however*, that these obligations with regard to the Activity Hours shall not apply to the Building on Lot 2 and the Owner of Lot 2 with respect to Sundays and Sunday use. The Owners of all Lots shall restrict truck movements on the Drive Lanes to hours other than the Activity Hours *provided, however*, that (a) if, despite the commercially reasonable efforts of the Owner of Lot 2 to enforce the foregoing truck movement restrictions, truck movements become necessary to and from Lot 2 during Activity Hours, then the Owner of Lot 2 shall cause such trucks to exit the Project site via the Activity Hours Truck

Exit, and (b) the Approving Party for Lot 1 may, from time to time, in its sole commercially reasonable discretion, (i) permit a Party to use truck movements on the Drive Lanes during Activity Hours, and the Approving Party for Lot 1 shall not unreasonably withhold its permission for same so long as the party seeking such permission shall, at least 24 hours before such proposed use of the Drive Lanes, give prior notice thereof to the Approving Party for Lot 1 (or to such party as the Approving Party for Lot 1 may designate to receive such requests for permission), and (ii) condition such permission upon the requesting Party causing such proposed truck traffic to exit the Project site via the Activity Hours Truck Exit.

5.6. Lot 1 View Corridor. Provided that an R.C. Willey Store shall (a) initially open for business with the public, fully stocked and staffed (the "*R.C. Willey Lot 2 Opening*"), on or before the date that is the fifth (5th) anniversary of the Effective Date, and (b) thereafter remain open for business to the public (subject only to Permitted Temporary R.C. Willey Closures), no Building shall be constructed in or on the Lot 1 View Corridor without the prior written consent of the Approving Party for Lot 2, which consent may be withheld in the sole and absolute discretion of the Approving Party for Lot 2. If the R.C. Lot 2 Opening does not occur on or before the date that is the fifth (5th) anniversary of the Effective Date, or if the R.C. Willey Store fails thereafter to remain open for business to the public (subject only to Permitted Temporary R.C. Willey Closures), then this Section 5.6 shall automatically be and become null and void and of no further force or effect.

6. RIGHT OF FIRST OFFER WITH RESPECT TO LOT 2

6.1. Reservation of Right of First Offer. IKEA hereby reserves to itself a right of first offer to purchase, lease, or accept any Lot 2 Transfer (as hereinafter defined) by the Owner of Lot 2, other than an Lot 2 Exempt Transaction (as hereinafter defined). Prior to offering or accepting any offer for any Lot 2 Transfer, the Owner of Lot 2 shall notify IKEA in writing of the availability of the Lot 2 Transfer and the terms of the offer, including with the notice a true and correct copy of any written offer (collectively, the "*Lot 2 Offer Terms*"). IKEA shall have thirty (30) days from the receipt of notice of the Lot 2 Offer Terms to exercise its right to accept the Lot 2 Transfer on the Lot 2 Offer Terms by providing written notice of such exercise to the Owner of Lot 2 (*provided* that in no event shall the Owner of Lot 2 pay any real estate brokerage commission or fee to any agent or broker of IKEA). Upon exercise of such right of first offer, IKEA and the Owner of Lot 2 shall proceed to consummate the Lot 2 Transfer in accordance with the Lot 2 Offer Terms. In the event IKEA does not exercise its right to accept the Lot 2 Transfer on the Lot 2 Offer Terms, the Owner of Lot 2 shall be entitled, for a period of twelve (12) months, to transfer Lot 2 to any other third party on terms substantially similar to and materially no more favorable to the transferee than those contained in the Lot 2 Offer Terms. In the event the Lot 2 Transfer is not consummated with such third party within twelve (12) months after the date IKEA declines to accept the Lot 2 Transfer, or in the event the Owner of Lot 2 offers or is offered a Lot 2 Transfer on terms materially different from and more favorable to the transferee than those terms contained in the Lot 2 Offer Terms (a reduction in the net purchase price or other compensation payable by the purchaser of 10% or more shall be deemed material), then the Owner of Lot 2 shall again be obligated to provide IKEA a right of first offer for the Lot 2 Transfer under this paragraph. IKEA's right of first offer as aforesaid shall be personal to IKEA and its Affiliates, shall only run with the land for a period of ten (10) years from the Effective Date (at the end of which ten [10] years it shall terminate), during which time it shall

apply to all subsequent Lot 2 Transfers of Lot 2 and shall be binding upon the Owner of Lot 2, its successors, transferees and assigns.

6.2. Lot 2 Transfer; Lot 2 Exempt Transactions. As used in this Section 6, the term "*Lot 2 Transfer*" shall mean a sale, lease, assignment, transfer, lien, pledge, encumbrance, alienation, or conveyance (or agreement to do any of the foregoing) of Lot 2, or any portion thereof, or any interest therein, whether any such sale, lease, assignment, transfer, lien, pledge, encumbrance, alienation, or conveyance is effectuated directly, indirectly, voluntarily, or involuntarily, by the Owner of Lot 2 or any third party, by operation of law or otherwise; *provided* that the following transactions shall be exempt from the provisions of this Section 6 (the "*Lot 2 Exempt Transactions*"):

6.2.1 IKEA's conveyance of Lot 2 to the R.C. Willey Initial Title Holder pursuant to the R.C. Willey Lot 2 Deed;

6.2.2 any transfer or assignment of Lot 2 to an Affiliate of the Owner of Lot 2;

6.2.3 the placing of a mortgage on Lot 2, or any portion thereof, foreclosure of such mortgage or transfer in lieu of foreclosure, but subject and subordinate to the provisions of this Agreement, or a transfer or conveyance of any interest in Lot 2, which transfer is followed immediately by a leaseback to the Owner of Lot 2 or the beneficiary or other leveraged lease or securitization, the effect of which is to change the nominal title holder of Lot 2 but pursuant to which the Owner of Lot 2 or an Affiliate remains the tenant/occupant of Lot 2, *provided* that the leasehold or security interest acquired by the Owner of Lot 2 or the beneficiary is for a period of at least ten (10) years, is accomplished for financing purposes, and is of all or substantially all of Lot 2;

6.2.4 the leasing of one or more (but not more than five(5)) portions of Lot 2, consisting of not less than 50,000 rentable square feet of building space each, to operating tenants;

6.2.5 the transfer of all or substantially all of the stock or assets of the Owner of Lot 2 by operation of law (*i.e.*, merger or consolidation); and

6.2.6 a transfer of all or substantially all of the stock or assets of the Owner of Lot 2 that includes not less than ten (10) store operations.

The Owner of Lot 2 shall notify IKEA of the occurrence of any Lot 2 Exempt Transaction. Such notice shall be in writing, addressed to IKEA as provided in Section 7.4 below hereof, and shall be sent no more than fifteen (15) business days prior to the conclusion of such Lot 2 Exempt Transaction.

6.3. Prohibition on Lot 2 Transfer before R.C. Lot 2 Opening. Notwithstanding anything to the contrary contained herein, the Owner of Lot 2 shall not be entitled to make any Lot 2 Transfer (other than in and limited to a Lot 2 Exempt Transaction) until the R.C. Willey Lot 2 Opening has occurred. Any attempted Lot 2 Transfer in violation of the foregoing restriction shall be void and shall not release the transferor the Owner of Lot 2 from any obligations or liabilities under this Agreement. The Owner of Lot 2 acknowledges that the remedies of IKEA in the event of any attempted Lot 2 Transfer during this period are difficult if not impossible to ascertain, and accordingly, IKEA shall have the immediate right to injunctive

relief and specific performance to prevent such Lot 2 Transfer and/or to enforce the terms, conditions and covenants of this Agreement.

7. MISCELLANEOUS

7.1. Default; Remedies.

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

(a) The failure to make any payment required to be made hereunder within ten (10) days after the non-performing party's receipt or refusal of written notice of the non-performing party's failure to make the applicable payment by the due date; or

(b) The failure to observe or perform any of the covenants, conditions, or obligations of this Declaration, other than as described in Section 7.1.1(a) above, within thirty (30) days after the issuance of a notice by another Party or Operator, as the case may be (the "*Non-Defaulting Party*"), to the Defaulting Party, specifying the nature of the default claimed (or within such longer time period as shall be reasonably necessary to effect such cure, if the nature of such failure will take longer than thirty (30) days to cure, *provided* the Defaulting Party commences such cure within such thirty (30) day period and diligently pursues the same thereafter to its completion). Any notice sent by a Non-Defaulting Party pursuant to this Section 7.1.1(b) to a Defaulting Party shall simultaneously be sent to any mortgagee of the Defaulting Party that has previously requested such Non-Defaulting Party, in writing, to forward such notices to it. It being agreed that each Party shall be responsible for any violation of the terms, covenants, conditions, or restrictions by any Occupant of such Party's Lot or Lots, which violation shall be deemed a default hereunder by such Party.

7.1.2 With respect to any material default and breach of this Declaration under Section 7.1.1, any Non-Defaulting Party shall have the right following the expiration of any applicable cure period, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; *provided, however*, that in the event the default shall constitute an emergency condition in the reasonable judgment of the Non-Defaulting Party, judiciously exercised, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably practicable under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party is hereby granted an easement to enter upon the Lot of the Defaulting Party (but not into any Building without notice and opportunity to cure) to perform any necessary work or furnish any necessary materials or services to cure the default of-the Defaulting Party. Each Party shall be responsible for the default of its Occupants. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party ("*Creditor Party*")

for all reasonable costs and expenses incurred in connection with such curative action, plus interest at the Default Rate as provided herein, within ten (10) days after receipt of demand, together with reasonable documentation supporting the expenditures made.

7.1.3 The right to cure the default of the Defaulting Party shall not be deemed to:

(a) Impose any obligation on a Non-Defaulting Party to do so;

(b) Render the Non-Defaulting Party liable to the Defaulting Party or any third party for an election not to do so;

(c) Relieve the Defaulting Party from any performance obligation hereunder; or

(d) Relieve the Defaulting Party from any indemnity obligation as provided in this Declaration.

7.1.4 Any Creditor Party shall be entitled to a lien against the Lot of the Defaulting Party, which lien shall be created and foreclosed in accordance with this Section.

(a) Creation. A lien authorized by this Section 7.1.4 shall be created by recording a written instrument (the "*Claim of Lien*") in the real property records of the County, which (i) references this Declaration by recording number, (ii) alleges a specific breach of this Declaration, (iii) states the amount owed by the Defaulting Party through the recording date of the Claim of Lien, (iv) contains a legal description of the Lot or Building of the Defaulting Party, and (v) is executed and acknowledged by the Creditor Party.

(b) Amount. A lien created pursuant to this Section shall include (i) the amount stated in the Claim of Lien, (ii) all costs and expenses incurred in creating and foreclosing such lien (including attorneys' fees), (iii) all amounts that become due from the Defaulting Party (or its successors or assigns) to the Creditor Party after the date the Claim of Lien is recorded, whether such amounts arise from a continuation of the default alleged in the Claim of Lien or from some other default under this Declaration, and (iv) interest on all of the foregoing at the Default Rate as herein provided.

(c) Priority. The priority of a lien created pursuant to this Section 7.1.4 shall be established solely by reference to the date the Claim of Lien is recorded; *provided*, that such lien shall, in all instances, be subject to and junior to, and shall in no way impair or defeat the lien or charge of, any Mortgagee (that is not an Affiliate of such Defaulting Party) holding any mortgage recorded prior to the date of the lien.

(d) Extinguishment. If the Defaulting Party cures its default, and pays all amounts secured by a lien created pursuant to this Section, the

Creditor Party shall record an instrument sufficient in form and content to clear title to the Lot of the Defaulting Party from the Creditor Party's lien.

(e) Foreclosure. A lien created pursuant to this Section may be foreclosed judicially, without waiver by the Creditor Party of its right to also proceed against the Defaulting Party for personal liability. If the Defaulting Party's default is cured before the last date for redemption as may be provided pursuant to applicable law, or before the completion of a judicial foreclosure, including payment of all costs and expenses incurred by the Creditor Party, the Creditor Party shall promptly record a notice of satisfaction and release of lien, and upon receipt of written request by the Party of the Lot, a notice of rescission rescinding the declaration of default and demand for sale.

7.1.5 Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default (but in no event consequential or punitive damages, *provided* that nothing set forth in this Declaration shall be construed to prohibit any Party from recovering damages for lost revenues or lost profits of retail operations conducted on one or more of the Lots, or lost rents from such retail operations, arising out of the violation of, default under, or attempt to violate or default under, any of the provisions contained in this Declaration). Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

7.1.6 All of the remedies permitted or available to a Party under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In addition, each Party hereby waives trial by jury in connection with any litigation between or among any other Party or Parties involving this Declaration.

7.1.7 Each Party and Occupant, by acceptance of the deed to, lease of, or other conveyance of all or a portion of a Lot or interest therein, shall be deemed to covenant and agree to be bound by this Declaration. Any sum or other obligation not performed when due, together with interest payable hereunder, and all costs and attorneys' fees and costs incurred in connection with collection shall not be released by any transfer of the Lot subsequent to the date such payment or obligation became due, but such obligation shall run with the land and shall be binding upon any successor Party.

7.1.8 The restrictions and covenants set forth in this Declaration are for the benefit of the Project and may be enforced only by a Party.

7.2. Interest. Any time a Party (or Operator, if any) shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent Party (or Operator, if any) shall pay interest on such amount from the due date to and including the date such payment is received by the Person entitled thereto, at the rate per annum ("*Default Rate*") that is the lesser of: (a) four (4%) percent in excess of the announced prime or base lending rate charged by Citibank, N.A. (or its successor, or if there shall be no such announced rate of such bank or its successor, then the "prime or base lending rate" shall be such equivalent rate as is charged from time to time by major U.S. money-center banks), or (ii) the highest lawful rate.

7.3. Estoppel Certificate. Each Party hereto agrees, at any time and from time to time, within thirty (30) days following written notice to it by the other Party hereto, or the other Party's Mortgagee, to execute, acknowledge, and deliver to the Party or Mortgagee who gave such notice a statement in writing, certifying in recordable form that this Declaration is unmodified and in full force and effect (or if there shall have been modification, that the same is in full force and effect as modified and stating the modifications), and the date to which any charges payable hereunder have been paid in advance and the amount of the same, if any, and stating whether or not, to the best of the knowledge of the signer of such certificate, any other Party hereto is in default in performance of any covenant, agreement, or condition contained in this Declaration, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, assignee, mortgagee or assignee of any mortgage in respect to the requesting Party's interest in this Declaration or its Lot.

7.4. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given and become effective (a) if by any Party or its counsel via an express mail service or via courier or via receipted facsimile or electronic mail transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail, in which event the notice shall be deemed effective on receipt of the facsimile or electronic mail transmission), then if and when delivered to and received (or refused) by the respective Parties at the below addresses (or at such other address as a Party may hereafter designate for itself by notice to the other Parties as required hereby), or (b) if sent via certified mail by either Party or its counsel, then on the third (3rd) business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties at the below addresses (or at such other address as a Party may hereafter designate for itself by notice to the other party as required hereby):

If to IKEA:

IKEA Property, Inc.
420 Alan Wood Road
Conshohocken, PA 19428
Attn: President
Phone: (610) 834-0180
Fax: (610) 567-2856
Email: gary.ternes@ikea.com

With a required copy to:

IKEA Property, Inc.
420 Alan Wood Road
Conshohocken, PA 19428
Attn: Vice President of Real Estate
Phone: (610) 834-0180
Fax: (610) 567-2856
Email: douglas.greenholz2@ikea.com

With an additional required copy to:

Larsson & Scheuritzel
Centre Square West
Suite 3510
1500 Market Street
Philadelphia, PA 19102
Attn: David J. Larsson, Esq.
Phone: (215) 656-4221
Fax: (215) 656-4202
Email: dlarsson@larssonlaw.com

Operator: As may from time to time be designated.

R.C. Willey: R.C. Willey Home Furnishings
2301 South 300 West
Salt Lake City, Utah, 84165-0320
Attn: Marvin W. Jensen, Facilities Manager
Phone: (801) 461-3900
Fax: (801) 461-3990
Email: Marv.Jensen@rcwilley.com

With a required copy to:

Durham Jones & Pinegar
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111
Attn: David P. Rose, Esq.
Phone: (801) 415-3000
Fax: (801) 415-3500
Email: drose@djplaw.com

7.5. Approval Rights.

7.5.1 Except as otherwise expressly provided herein, with respect to any matter as to which a Party has specifically been granted an approval or consent right under this Declaration, such approval or consent shall not be unreasonably withheld. The Parties intend by

this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions, and standards pursuant to which their obligations are to be judged and their performance measured.

7.5.2 Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Declaration shall (subject to Section 7.5.1 above) not be unreasonably withheld, by the Person to whom directed within thirty (30) days after receipt. Each disapproval shall be in writing and, subject to Section 7.5.1 above, the reasons shall be clearly stated. Failure to respond within such required time shall constitute a deemed approval or consent for all purposes, but only if the written request for such approval or consent contains written notice, in bold, capital letters, that failure to respond shall constitute deemed approval or consent under this Section 7.5 of this Declaration (and requests omitting such notice shall be deemed disapproved in the event of failure to timely respond). Notwithstanding anything contained herein to the contrary, the provisions of this Section 7.5.2 do not apply in any manner or fashion to any request that requires an amendment to this Declaration, such requests being governed solely by the provisions of Section 7.8.5.

7.5.3 If the Approving Parties' approval is requested, such approval must be received in the manner provided in Section 1.6 above.

7.6. Condemnation. In the event any portion of the Project shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Party owning the Lot or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken, except that (a) if the taking includes improvements belonging to more than one (1) Party, the portion of the award allocable to such improvement (as distinguished from the land) shall be used to relocate, replace, or restore such jointly owned improvements to a useful condition, and (b) if the taking includes easement rights that are intended to extend beyond the term of this Declaration, the portion of the award specifically allocable to each such easement right shall be paid to the respective grantee(s) thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration that does not reduce or diminish the amount paid to the Party owning the land or the Improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking. In the event any Improvement is damaged or destroyed by such taking, the affected Party shall have the same obligations with respect to the repair and restoration of its Lot and Improvements as are set forth in Section 4.4.2 above.

7.7. Binding Effect. The terms, conditions, covenants, restrictions and limitations contained in this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. This Declaration and all the terms, covenants, and conditions herein contained shall be enforceable as equitable servitudes in favor of such Lots and any portion thereof. Every person who now or in the future owns or acquires any right, title, or interest in or to any Lot or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition, and right contained in this Declaration, whether or not the instrument conveying such interest refers to this Declaration. This Declaration is not

intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

7.8. Construction and Interpretation.

7.8.1 This Declaration and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Declaration and Exhibits hereto. This Declaration has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Declaration; and, based on the foregoing, the provisions of this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party.

7.8.2 Whenever required by the context of this Declaration, (a) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa and (ii) use of the words "*include*," "*including*," "*such as*," or words of similar import shall be construed as if followed by the phrase "without limitation," and rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term, or matter.

7.8.3 The captions preceding the text of each article, section, subsection, and/or paragraph are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

7.8.4 Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

7.8.5 This Declaration may be terminated or amended by, and only by, a written agreement signed by those Approving Parties holding fifty-one percent (51%) or more of the total percentages set forth in Table B of Section 1.53 for the Lot Owner's Proportionate Shares (which Approving Parties must, when required pursuant to Section 1.6.6 above, include the Approving Parties for each of Lot 1 and Lot 2) , and shall be effective only when recorded in the County where the Project is located; *provided, however*, that no such amendment shall impose any materially greater obligation on, or materially diminish any right of, an Approving Party or its Lot without the consent of such Approving Party; it being agreed by the Parties that upon request by any Party (which request notice shall describe or contain the proposed amendment), the requested Approving Party shall deliver written notice (as reasonably determined by the requested Approving Party) within ten (10) days after such request notice is given for such requested Approving Party to determine if it contends that its consent is required under this Section 7.8.5 to such proposed amendment. Any requested Approving Party's failure to respond within such ten (10) day period shall be conclusively deemed its determination that its consent is not required, or, if required, that its consent is granted. Except as expressly provided in this Section 7.8.5 with respect to a Mortgage encumbering a Lot, no consent to the termination or

amendment of this Declaration shall ever be required of any Occupant or Person other than the Approving Parties, nor shall any Occupant or Person other than the Approving Parties have any right to enforce any of the provisions hereof. Since the submission to the Approving Parties of a proposed termination or amendment is not an item of "consent" or "approval," each Approving Party may consider, approve, or disapprove any proposed termination of or amendment to this Declaration (if such approval is required hereunder) in its sole and absolute discretion, without regard to reasonableness or timeliness. So long as any Mortgage shall encumber any Lot, of which Mortgage each Party has written notice, the termination of this Declaration shall not be effective as against any Person holding any such Mortgage unless the instrument of termination is also executed by each such Person.

7.8.6 This Declaration may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Declaration may be executed and notarized on separate pages, and when attached to this Declaration shall constitute one complete document.

7.8.7 Whenever the phrase "*such approval not to be unreasonably withheld*" or any similar phrase is used, such phrase shall be deemed to include the phrase "or conditioned or delayed."

7.9. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

7.10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges, or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

7.11. Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; *provided, however*, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, inability or delays in receiving approvals or permits (provided such Party has used all due diligence and good faith in seeking such approvals of permits in a timely manner), unforeseen site or soil conditions, or any other cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused, provided that in each instance that the affected Person has (a) taken steps that are reasonable under the circumstances to mitigate the effects of such *force majeure* situation and (b) given written notice of the occurrence of the *force majeure* event within ten (10) business days of its initial occurrence. The provisions of this Section shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

7.12. Mitigation of Damages. In all situations arising out of this Declaration, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this Declaration.

7.13. Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (a) entitle any Party to cancel, rescind, or otherwise terminate this Declaration, or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Project. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

7.14. Time. Time is of the essence of this Declaration.

7.15. No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that that Party may have hereunder, at law, or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

7.16. Mortgage Subordination; Breach, Effect on Mortgagee.

7.16.1 Any Mortgage affecting any portion of Project shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee sale shall acquire title subject to all of the terms and provisions of this Declaration.

7.16.2 Without limiting the foregoing in Section 7.16.1, breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith; provided, however, such Mortgage shall be subject and subordinate hereto as provided in Section 7.16.1 above.

8. TERM

8.1. Term of this Declaration. This Declaration shall be effective as of the date first above written and shall continue in full force and effect in perpetuity.

9. EXCULPATION

9.1. Certain Limitations on Remedies. None of the Persons of which a Party may be composed (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries, or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the Project of a defaulting Party for recovery of damages for any breach of this Declaration; *provided, however*, the foregoing shall not in any way impair, limit or prejudice the right of a Party:

9.1.1 Casualty Insurance and Condemnation Proceeds. To recover from another Party all damages and costs on account of, or in connection with, casualty insurance or condemnation proceeds which are not applied or used in accordance with the terms of this Declaration.

9.1.2 Hazardous Materials. To recover from a Party all damages and costs arising out of or in connection with, or on account of, breach by a Party of its obligations under Section 5.1.2.

9.1.3 Liability Insurance. To recover from a Party all loss or damages, and costs arising out of or in connection with, or on account of, breach by a Party of its obligation to carry liability insurance as specified under Section 5.3 or failure to self-insure and indemnify.

9.1.4 Taxes, Assessments and Liens. To recover from a Party all damages and costs arising out of or in connection with, or on account of, the failure by such Party to pay when due any tax, assessment or lien as specified under Section 5.4.

9.1.5 Fraud or Misrepresentation. To recover from a Party all damages and costs as a result of any fraud or misrepresentation by such Party in connection with any term, covenant, or condition in this Declaration.

9.1.6 Equitable Relief; Costs. To pursue equitable relief in connection with any term, covenant, restriction, limitation or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance and recover all costs, including interest thereon at the Default Rate as provided herein, relating to such enforcement action.

[SIGNATURE PAGES FOLLOW]

DECLARATION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS
BY
IKEA PROPERTY, INC.

IN WITNESS WHEREOF, IKEA has executed this Declaration of Construction, Operation and Reciprocal Easements as of the date first above written.

IKEA PROPERTY, INC.

By: _____
Name: Michael J. Maier
Its: Vice President

By: _____
Name: John Robinson
Its: Treasurer

Signature Page to Declaration of Construction, Operation, and Reciprocal Easements
by IKEA Property, Inc.
City of Draper, Salt Lake County, Utah

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF MONTGOMERY)

On this 6th day of December, 2012, in the County and State aforesaid before me, the subscribed, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared Michael J. Mayer and John Robinson, respectively, the Vice President and Treasurer of IKEA PROPERTY, INC., who, I am satisfied, are the persons who, as such officers, signed the within instrument on behalf of such corporation, and said persons did acknowledge that they are authorized to sign and deliver the within instrument on behalf of such corporation and that they signed and delivered as the act and deed of such corporation for the uses and purposes expressed therein.

Joanne T. Galette

Name: JOANNE T. GALETTE
Notary Public

My Commission Expires: May 3, 2016

(NOTARIAL SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joanne T. Galette, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires May 3, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

INDEX OF DEFINED TERMS

Exhibit A
Legal Descriptions of Lots

Lot 1: Lot 1, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 2: Lot 2, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 3: Lot 3, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 4: Lot 4, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 5: Lot 5, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

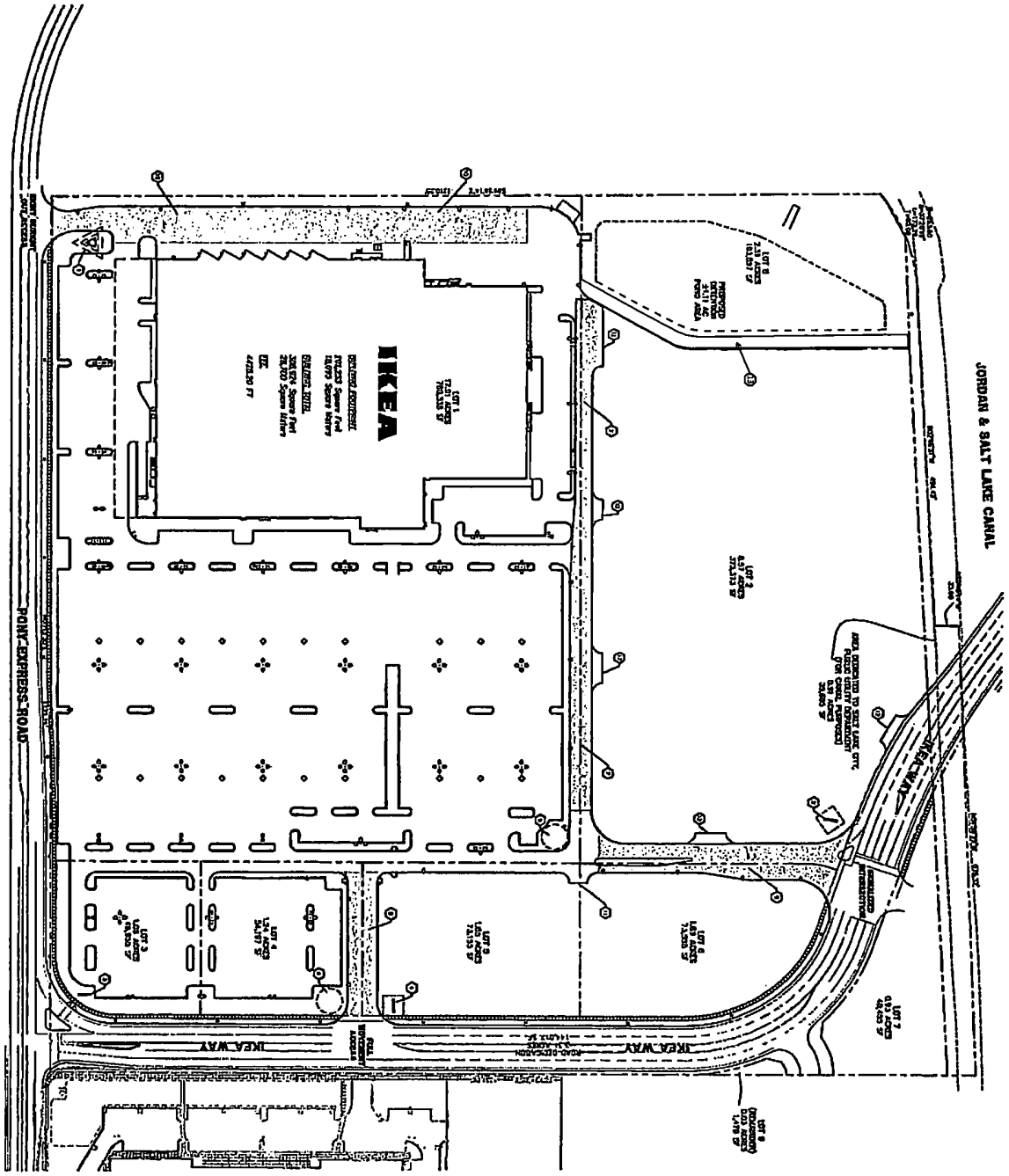
Lot 6: Lot 6, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 7: Lot 7, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

Lot 8: Lot 8, IKEA Retail Subdivision Plat, a part of the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper City, County of Salt Lake, State of Utah, December 2005 Recorded 12 Mar 2006 as instrument #9664136

For reference purposes only, Tax Parcel No, 27-36-476-013, 27-36-476-012, 27-36-476-011, 27-36-476-010, 27-36-476-009, 27-36-476-008, 27-36-454-002, 27-36-476-014, 27-36-429-004, 27-36-454-001.

Exhibit B
Easement Plan



EXHIBIT

EXHIBIT B - EASEMENT PLAN

EXHIBIT B - EASEMENT PLAN
FOR
IKEA
67 WEST IKEA WAY
DRAPER, UT 84020

EXHIBIT C
LANDSCAPE REPLACEMENT AREA

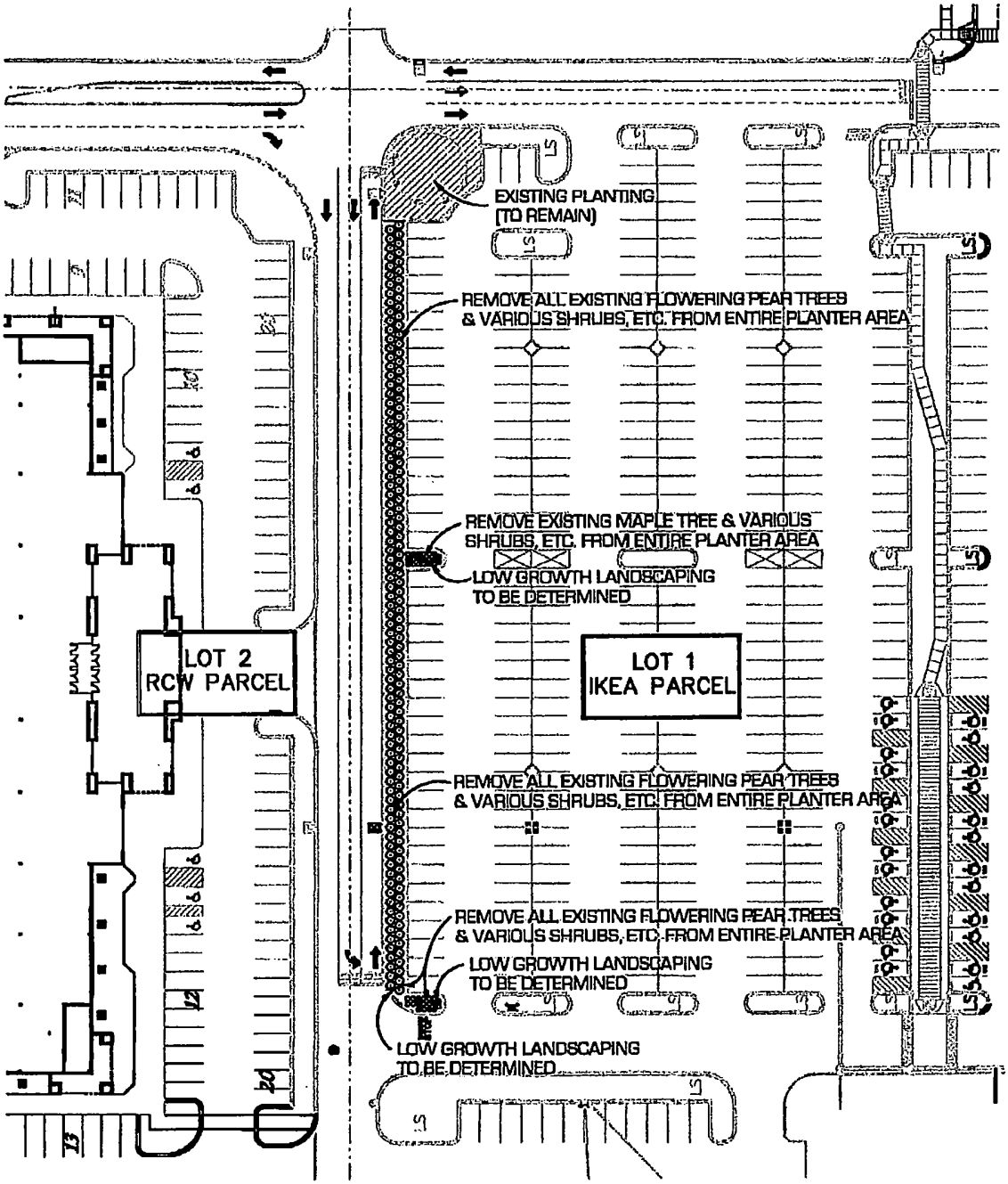
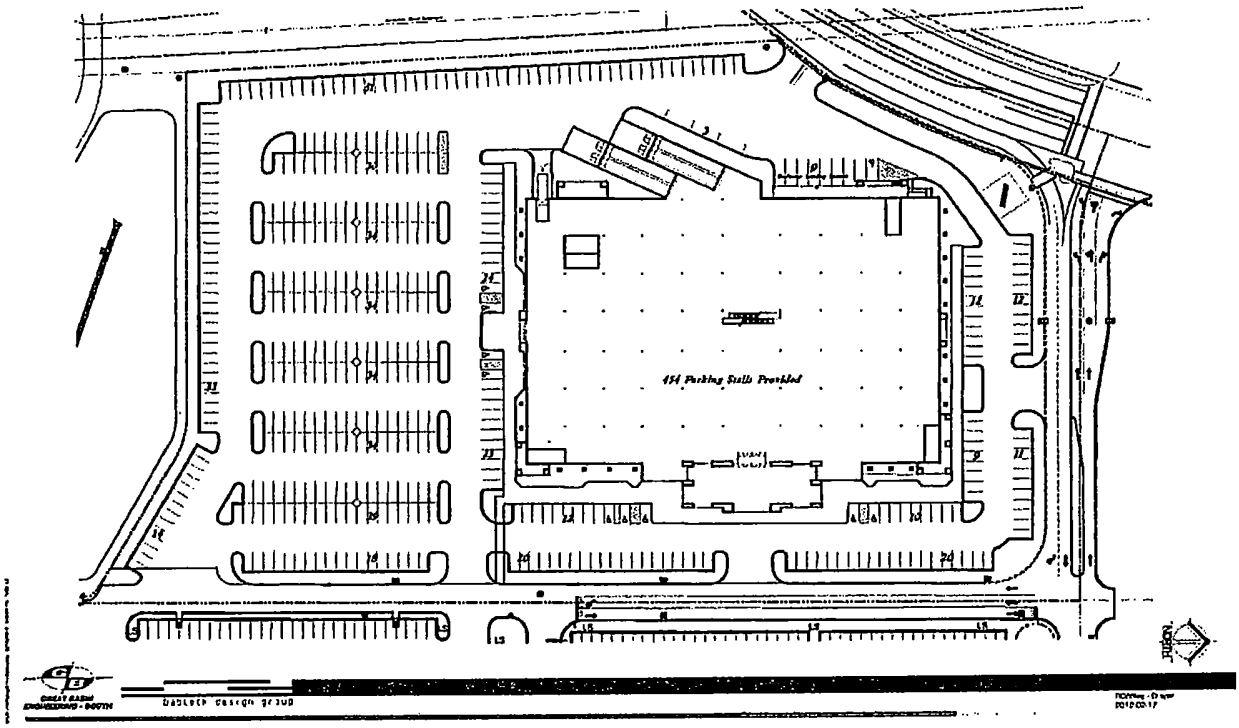


EXHIBIT D
LOT 2 PLANS AND SUBMITTAL LETTER

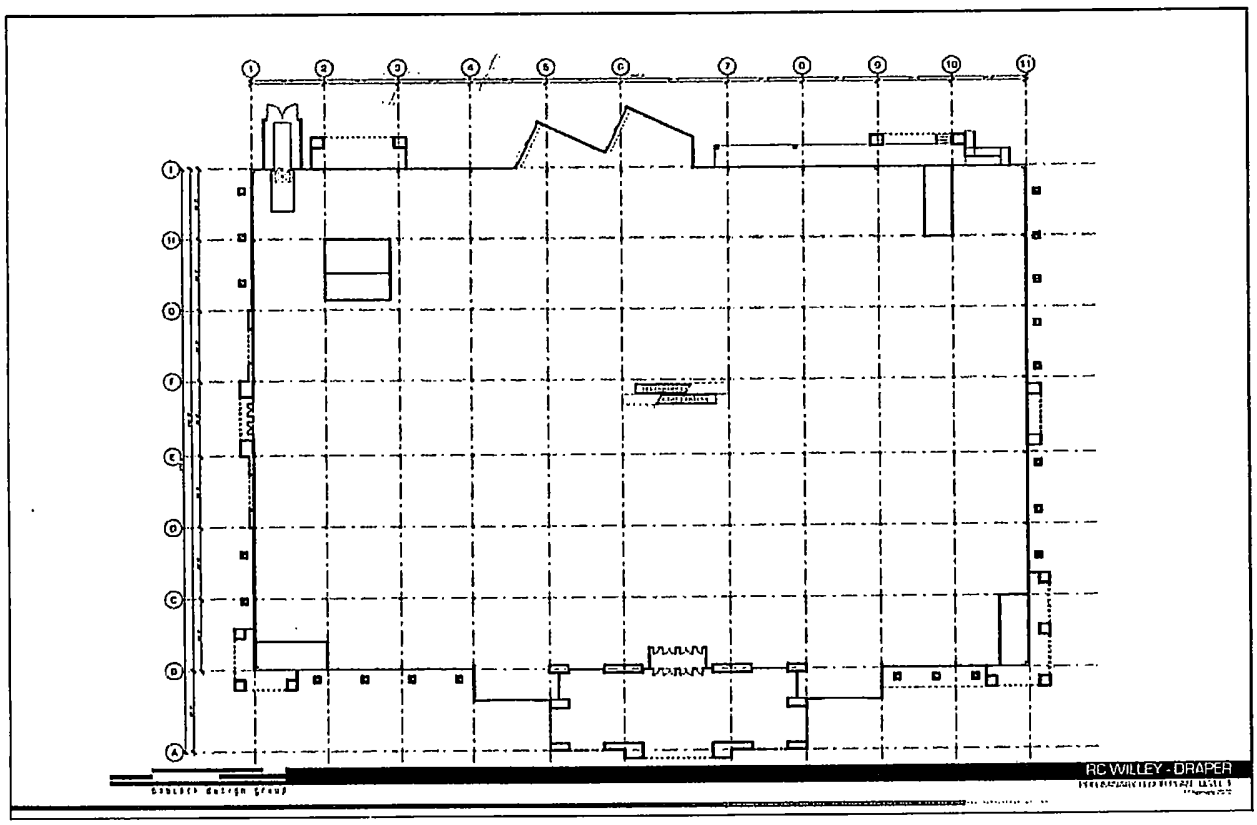
Exhibit D



Site Plan

52 exchange place salt lake city ut 84111 t 801.531.1044 f 801.363.3152 www.babcockdesign.com

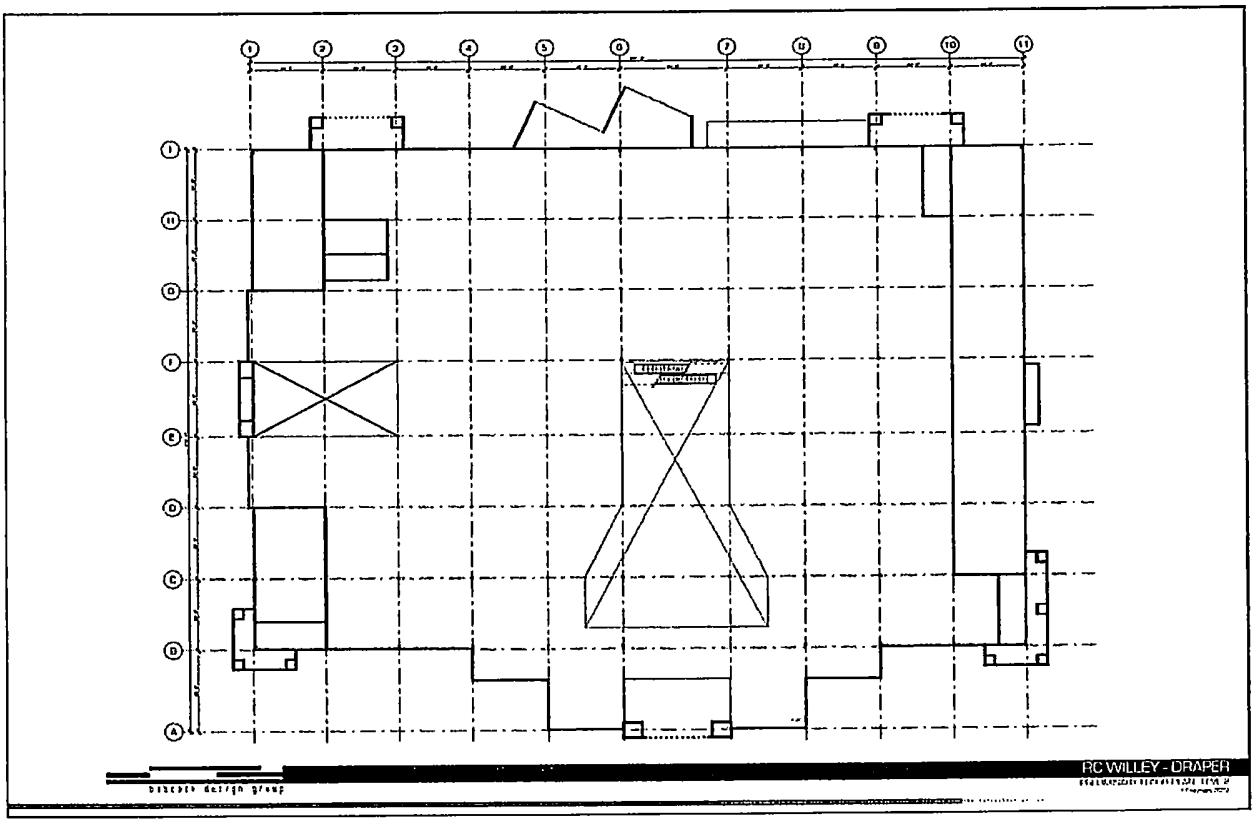
Exhibit D



Floor Plan Level 1

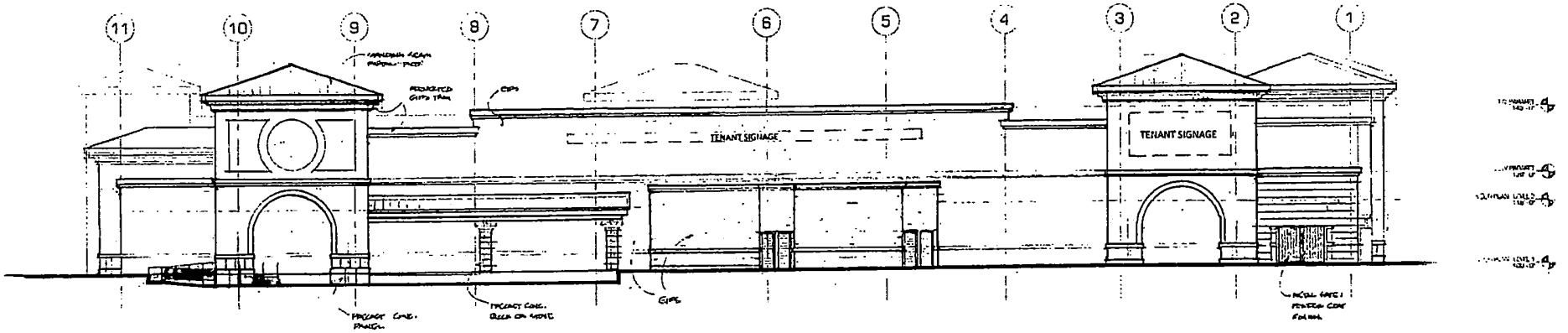
52 exchange place salt lake city, ut 84111 t 801.531.1144 f 801.363.1324 www.babcockdesign.com

Exhibit D

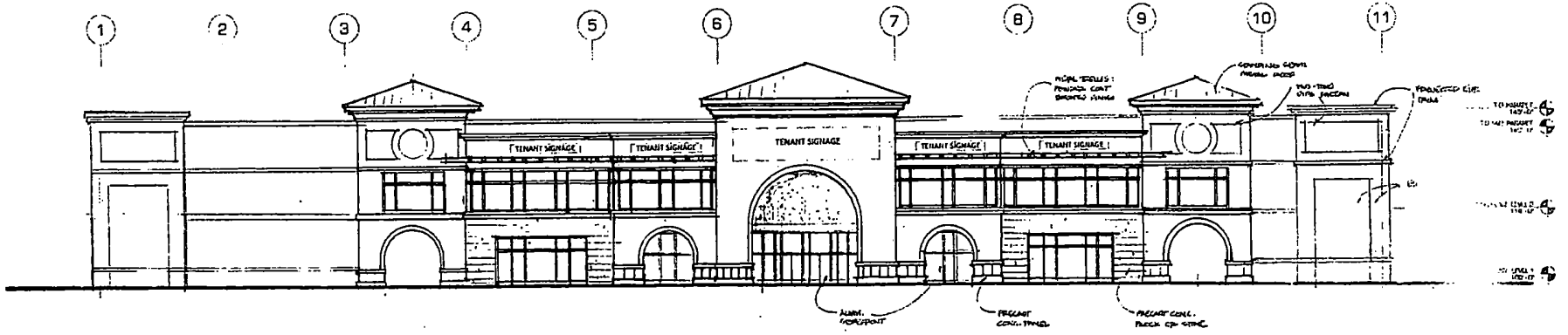


Floor Plan Level 2

52 exchange place, salt lake city, ut 84111 t: 801.531.1147 f: 801.363.5132 www.babcockdesign.com



1 WEST EXTERIOR ELEVATION



[East Elevation]

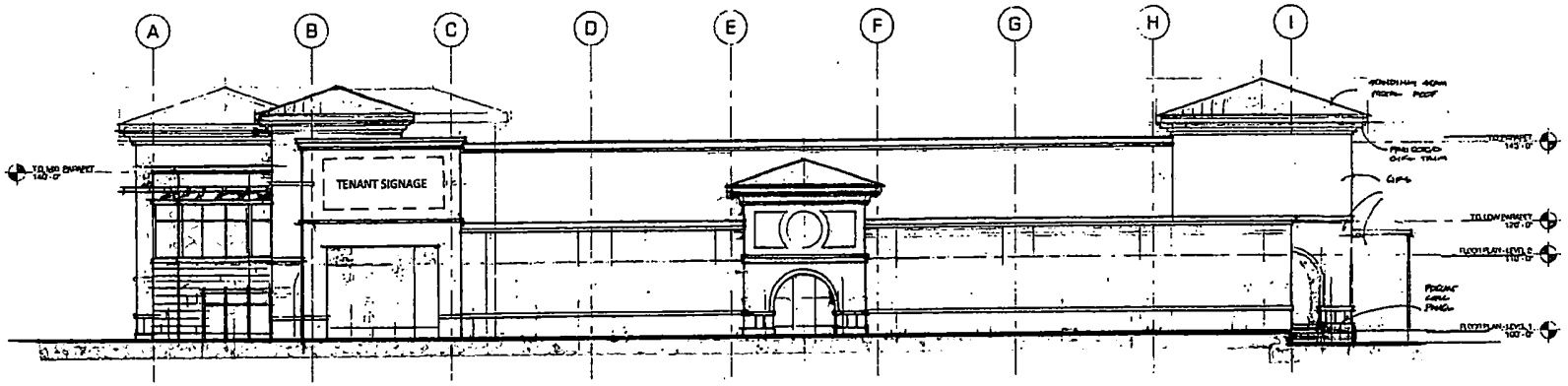
BK 10087 PG 3038

babcock design group

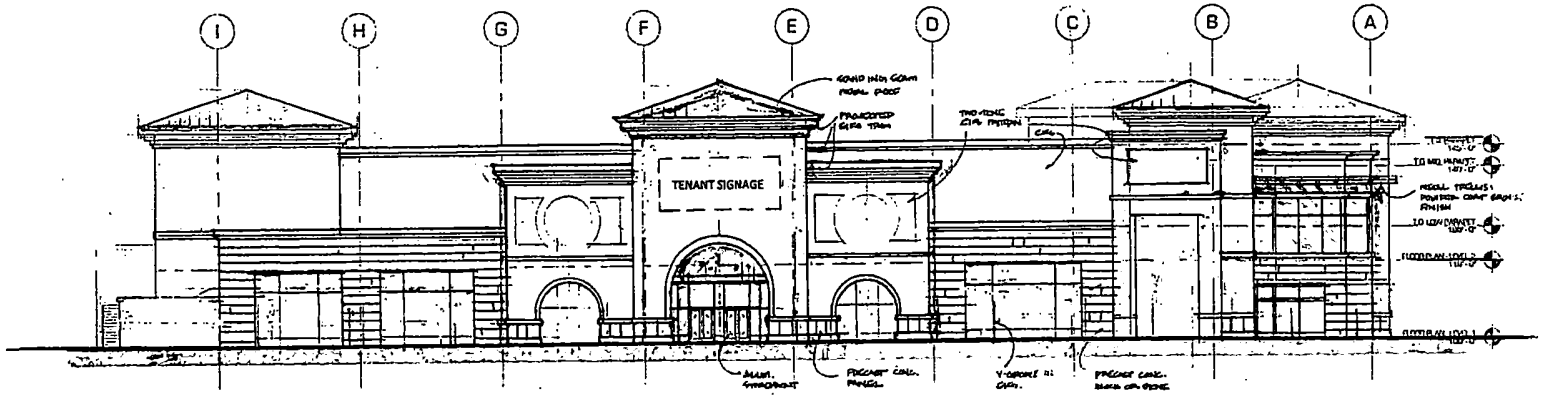
Conceptual Elev

Dr

J



1 NORTH EXTERIOR ELEVATION
1/16" = 1'-0"



(East Elevation)

2 SOUTH EXTERIOR ELEVATION
1/16" = 1'-0"

BK 10087 PG 3039

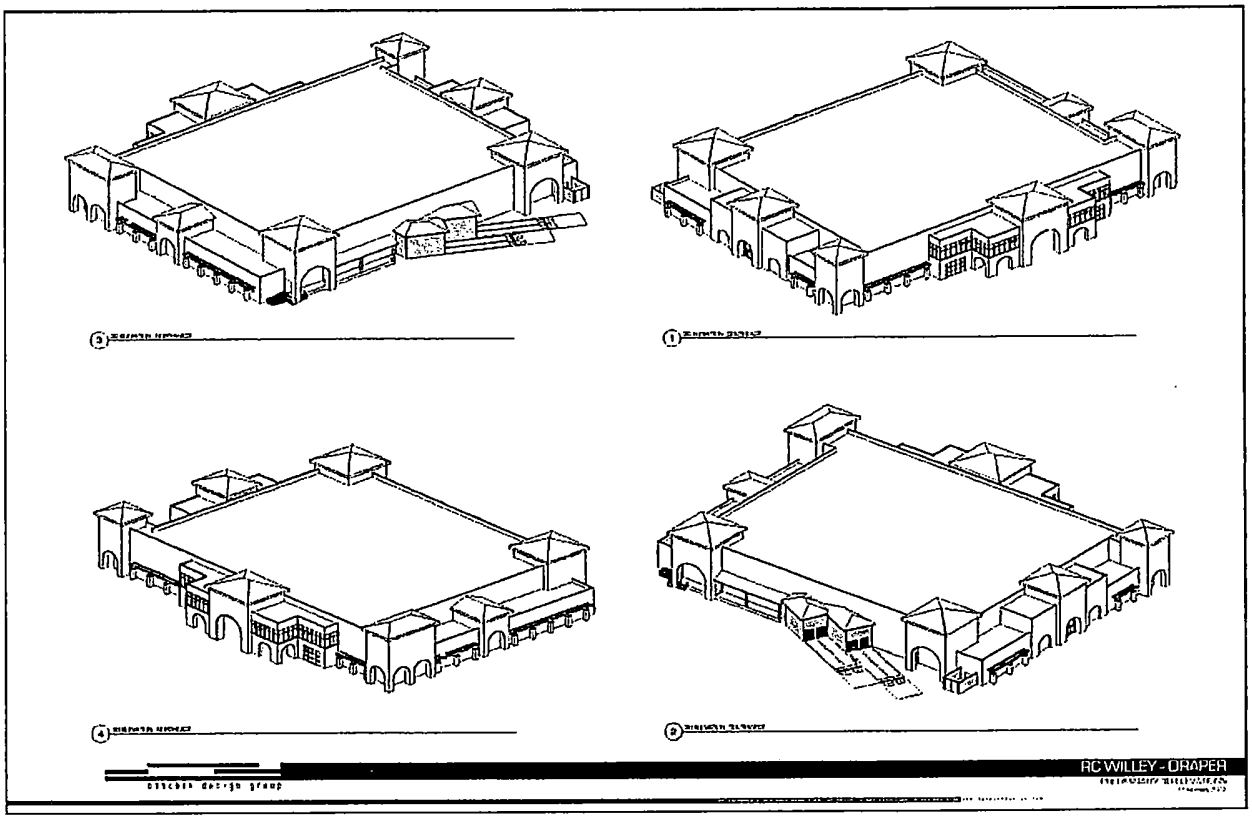
babcock design group

Conceptual Elev

Dr

J

Exhibit D



3D Views

52 exchange place salt lake city, ut 84111 t: 801.531.1441 f: 801.363.3132 www.babcockdesign.com

Exhibit D

Submittal letter (Sample)

IKEA Property, Inc.
420 Alan Wood Road
Conshohocken, Pennsylvania 19428

RE: Declaration of Construction, Operation and Reciprocal Easements
IKEA Retail Subdivision, Draper, Utah

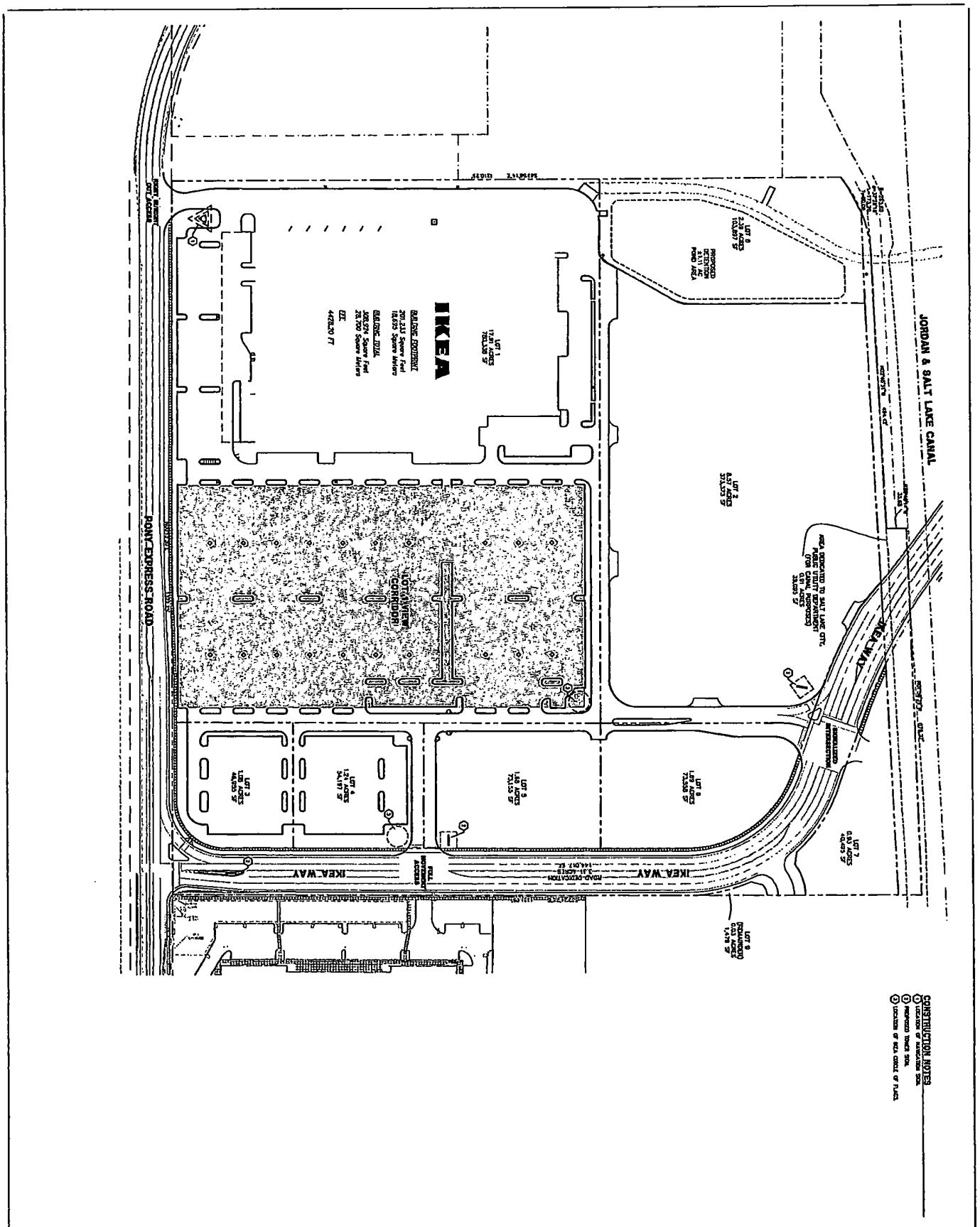
Gentlemen: (Date to be determined)

The attached plans and specifications for the new RC Willey Home Furnishings retail store to be built on Lot 2 of the IKEA Retail Subdivision in Draper, Utah, to the best of our knowledge comply with all applicable city codes and the requirements of the Declaration of Construction, Operation and Reciprocal Easements.

Thank you,

Babcock Design Group
52 Exchange Place
Salt Lake City, Utah 84111

EXHIBIT E
LOT 1 VIEW CORRIDOR



EXHIBIT

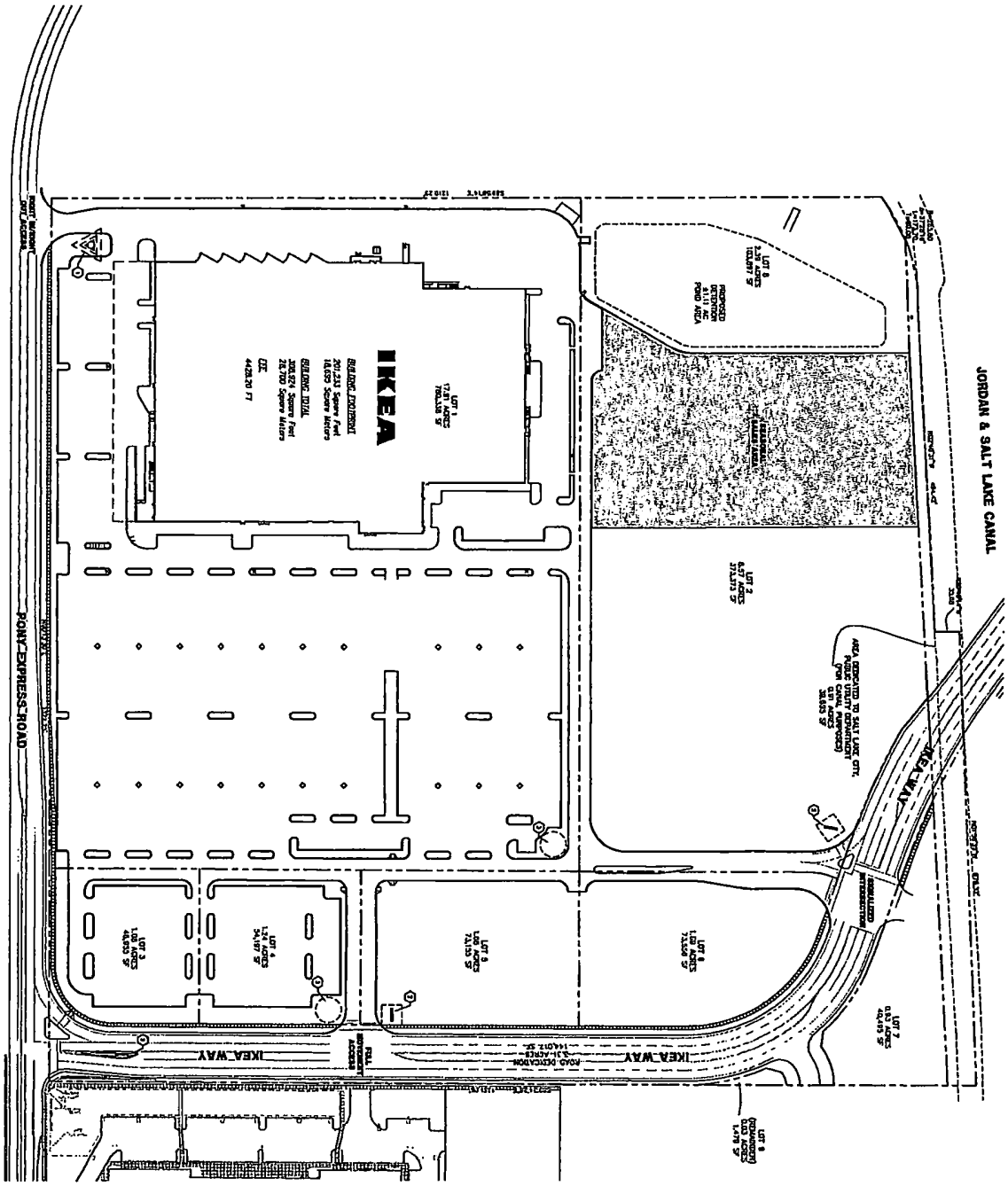
LOT 1 VIEW CORRIDOR EXHIBIT

SITE DEVELOPMENT CONSTRUCTION PLANS FOR

IKEA

67 WEST IKEA WAY
DRAPER, UT 84020

EXHIBIT F
LOT 2 SEASONAL SALES AREA



EXHIBIT

RO WILLEY SEASONAL SALES EXHIBIT

SITE DEVELOPMENT CONSTRUCTION PLANS
FOR
IKEA
67 WEST IKEA WAY
DRAPER, UT 84020