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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
COMMERCIAL/INDUSTRIAL DIVISION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Rutan & Tucker LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1998
Attention: Jeffrey Goldfarb, Esq.

Accom.

(Space Above For Recorder's Use)

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of October ____, 2005, by and between POTVIN INVESTMENT TRUST and SUNNY INVESTMENTS, LLC (collectively, "Owner 1"), and H&F VENTURES INC, a California Corp., ("Owner 2"). Owner 1 and Owner 2 are each referred to herein individually from time to time as a "Party" and collectively, as the "Parties".

RECITALS

A. Owner 1 is the owner of certain real property known as 1211 East La Habra Boulevard in the City of La Habra, State of California, Assessor's Parcel No. 303-011-03, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Owner 1 Parcel").

B. Owner 2 is the owner of certain real property adjacent to the Owner 1 Parcel known as 250 N. Harbor Blvd. in the City of La Habra, State of California, Assessor's Parcel No. 303-011-01, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Owner 2 Parcel," and together with the Owner 1 Parcel, the "Parcels").

C. Owner 1 is in the process of obtaining from the City of La Habra (the "City") the approvals necessary to construct an approximately 5,459 square foot multi-tenant retail building on the Owner 1 Parcel. The Parties desire to ensure reciprocal access remains after construction.

D. The Parties desire to establish such non-exclusive reciprocal easements upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals, and for other fair and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner 1 and Owner 2 agree as follows:

1. Access Easement. Owner 1 hereby grants and conveys to Owner 2 and to each of its employees, agents, tenants, contractors, invitees, permittees and licensees (collectively, the "Owner 2 Parties") a perpetual, non-exclusive easement over, upon, across and through the driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as such areas shall, from time to time, be developed, altered or modified on the Owner 1

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**THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED
AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON TITLE.**

Parcel. Owner 2 hereby grants and conveys to Owner 1 and to each of its employees, agents, tenants, contractors, invitees, permittees and licensees (collectively, the "Owner 1 Parties") a perpetual, non-exclusive easement over, upon, across and through the driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as such areas shall, from time to time, be developed, altered or modified on the Owner 2 Parcel. The easements granted herein are for the sole purpose of providing reciprocal parking, surface drainage and permitting pedestrian and vehicular ingress and egress to, between and through each of the Parcels. The vehicular parking, access, ingress and egress rights are intended to pertain solely to traffic and use in the ordinary course of business and access for emergency vehicles. The vehicular parking, access, ingress and egress rights shall be subject to such reasonable rules and regulations imposed by Owner 1 and Owner 2, or the successors, on their respective Parcels as are standard and customary for shopping centers of similar type to those existing on the respective Parcels as of the date of this Agreement, and to the extent consistent with any other valid recorded restriction affecting the properties which are the subject of this agreement. Such easements are referred to collectively as the "Easements" and the location of such Easements are collectively referred to as "Easement Areas". The Easements created by this Agreement shall be appurtenant to each of the Owner 1 Parcel and the Owner 2 Parcel as the dominant estate and similarly binding upon each, as applicable, as the servient estate.

2. Barriers. Neither Owner 1 nor Owner 2 shall detract from the access rights of the other or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic between the Owner 1 Parcel and the Owner 2 Parcel in the approximate location shown as the "Access Points" depicted on the exhibit attached hereto as Exhibit "C", except, as reasonably necessary, for construction or maintenance, repairs or construction conducted on a parcel in the ordinary course of business, in which event the party conducting such activity shall use reasonable and diligent efforts to minimize the adverse impact.

3. Indemnification. Each of the Parties shall indemnify, defend and hold harmless the other, from and against any and all claims, suits, liabilities, actions, proceedings, allegations, debts, damages, losses, costs, expenses, diminution in value, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement or damages of whatever kind or nature (including, without limitation, attorney fees and other costs of defense) (hereinafter collectively referred to as "Losses") caused by, occurring, resulting from or relating to the use of the Easements on the other party's property by the indemnifying party or its respective Parties, but excluding any Losses resulting from the indemnified party's gross negligence or willful misconduct.

4. Maintenance. Each Party shall continue to maintain the Easement Area on its respective parcel in good condition and repair, including, without limitation, all permitted improvements and landscaping therein.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a conveyance or dedication of any portion of either the Owner 1 Parcel or the Owner 2 Parcel to or for the general public or for any public purpose whatsoever, and the Easements granted herein shall be deemed solely for the benefit of the parties specified herein and strictly limited to and for the purposes expressed herein.

6. Covenants Running With the Land. The covenants contained in this Agreement shall be covenants running with the land comprising the Owner 1 Parcel and the Owner 2 Parcel and shall bind every person having any interest in the Owner 1 Parcel or the Owner 2 Parcel.

7. Modification. This Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by Owner 1, its successors or assigns, and Owner 2 or its successors and assigns, and duly recorded in the Office of the Orange County Recorder.

8. Attorney's Fees. In any judicial proceeding or arbitration (collectively, "Action") between Owner 1 and Owner 2 seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such Action shall be awarded, in addition to any damages or injunctive or other relief, all of its actual and reasonable costs and expenses, including expert witness fees, attorney's fees, and costs of investigation and preparation prior to the commencement of the Action. The right to recover such costs and expenses shall accrue upon commencement of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices. Any notice to be given under this Agreement shall be given by personal delivery, or by depositing the same in the United States mail, certified or registered, postage prepaid, or by depositing the same with Federal Express or another reputable overnight delivery service, at the following addresses:

To Owner 1:

Potvin Investment Trust
Sunny Investments, LLC
440 W. Whittier Blvd.
La Habra, CA 90631

To Owner 2:

H & F Ventures Inc.
430 North Halstead St
Pasadena Ca 91107

or such other addresses as the respective parties may from time to time designate by notice in writing to the other. All such notices, demands or advises shall be deemed to have been served on the date they are personally delivered or transmitted by facsimile or received by overnight courier or postmarked.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous discussions, negotiations, and agreements between and among the parties relating thereto.

12. Joint Preparation. The Parties hereto acknowledge that this Agreement has been negotiated, reviewed and approved by their respective legal counsel and any uncertainty or

ambiguity existing herein shall not be interpreted against any of the parties on the basis of that party having drafted the language.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same agreement.

14. Joint and Several Liability. If any of the Parties is comprised of one or more persons and/or entities, the liability hereunder of the persons and/or entities comprising such Party shall be joint and several.

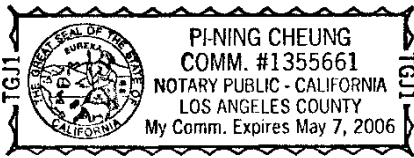
[Signatures on next page]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On JAN 5 2006 before me, Pi-Ning Cheung, Notary Public,
personally appeared HARRY NAZARIAN AND
DIRAN A. AFARIAN personally

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

Witness my hand and official seal.



[SEAL]

Pi-Ning Cheung
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On February 2 2006, before me, Mark E. Pressey, Notary Public,
personally appeared Ronald P. Beard personally

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

Witness my hand and official seal.




[SEAL]

Mark E. Pressey
Notary Public

IN WITNESS WHEREOF, the parties hereto have duly executed this Reciprocal Access Easement Agreement as of the day and year first written above.

"Owner 1"

POTVIN INVESTMENT TRUST

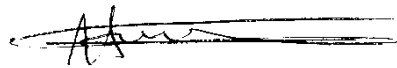
By: 
Its: _____

SUNNY INVESTMENTS, LLC

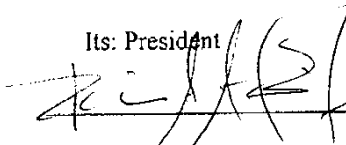
By: Ronald P. Beard
Its: MANAGER

"Owner 2"

H&F VENTURES INC


By: Harry Nazarian *H.N.*

Its: President



By: Diran A. Afarian

Its: Director

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On 1-25- 2006 before me, Andrew Black Notary Public,
personally appeared JENNIFER ANNE JONES STEVENS

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

Witness my hand and official seal.

Andrew Black
Notary Public

[SEAL]

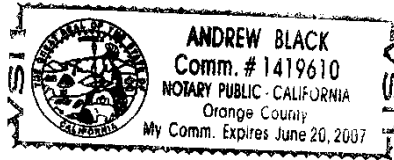


EXHIBIT "A"

OWNER 1 PARCEL

That real property in the City of La Habra, County of Orange, State of California described as follows:

PARCEL 3, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 24, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

APN: 303-011-03

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EXHIBIT "A"
TO EASEMENT AGREEMENT

EXHIBIT "B"

OWNER 2 PARCEL

That real property in the City of La Habra, County of Orange, State of California described as follows:

PARCEL 1, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 24, PAGE 4 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

APN: 303-011-01

EXHIBIT "B"
TO EASEMENT AGREEMENT

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EXHIBIT "C"
DEPICTION OF ACCESS POINTS
(See attached)

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EXHIBIT "C"
TO EASEMENT AGREEMENT

