

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**1836 W Pico Partners LLC
606 S. Olive St., Ste. 2450
Los Angeles, CA 90014
Attn: Eric Silverman**

(Space above this line for Recorder's use)

**AMENDMENT TO AND RESTATEMENT
OF
DECLARATION OF ESTABLISHMENT OF RESTRICTIONS**

THIS AMENDMENT TO AND RESTATEMENT OF DECLARATION OF ESTABLISHMENT OF RESTRICTIONS (the "**Amendment**") is made and entered into as of April 1, 2015 (the "**Effective Date**"), by and between the undersigned parties, with reference to the following facts and circumstances:

RECITALS

A. 1836 W. Pico Partners, LLC, a California limited liability company, is the owner of certain real property and improvements in the County of Orange, State of California, known as 250 North Harbor Boulevard, La Habra, CA 90631, APN No. 303-011-01, and more fully described on Exhibit "A" attached hereto (the "**Parcel 01**").

B. Young Bae Kim, a married man as his sole and separate property, is the owner of certain real property and improvements in the County of Orange, State of California, known as 1211 E. La Habra Blvd., La Habra, CA 90631, APN No. 303-011-03, and more fully described on Exhibit "B" attached hereto (the "**Parcel 03**").

C. Zarohi Tutundjian, as trustee of the Dikran and Zarohi Tutundjian 2003 Trust dated July 9, 2003, are the owners of certain real property and improvements in the County of Orange, State of California, known as 1281 E. La Habra Blvd., La Habra, CA 90631, APN No. 303-011-04, and more fully described on Exhibit "C" attached hereto (the "**Parcel 04**").

D. La Cofradia, LLC, a California limited liability company, as to an undivided 50% interest and Jennifer A. Stevens, Trustee of the Potvin Investment Trust, as to an undivided 50% interest, all as tenants in common, are the owners of certain real property and improvements in the County of Orange, State of California, known as 1279 E. La Habra Blvd., La Habra, CA 90631, APN No. 303-011-05, and more fully described on Exhibit "D" attached hereto (the "**Parcel 05**").

E. Parcel 01, Parcel 03, Parcel 04 and Parcel 05 (each, a "**Parcel**") collectively comprise an existing commercial shopping center (the "**Project**") depicted on Exhibit "E" attached hereto.

F. The Project was subject to non-exclusive easements for parking, pedestrian and vehicular traffic, and ingress and egress to and from any portion of the common parking area and the adjacent public streets pursuant to that certain Declaration of Establishment of Restrictions dated December 3, 1964 and recorded on January 4, 1965 in Book 7368, Page 404, Official Records, Orange County, California, which document is referred to herein as the “**Declaration**”.

G. The current owners of the parcels comprising the Project desire to amend and restate the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto hereby agree as follows:

1. Declaration. The Declaration is hereby amended and restated as of the Effective Date.

2. Definitions. Unless the context clearly indicates otherwise, the following terms used in this Amendment are defined as follows:

2.1. “**Access Area**” means the access area or drive areas depicted on Exhibit “E”, including any future reconfiguration thereof, and such other driveways and areas as may be established from time to time as areas within Parcels over which reciprocal access easements between or among adjacent Parcels are necessary or beneficial for ingress and egress to and from such Parcels or the Improvements thereon.

2.2. “**Building**” means any structural Improvement on any Parcel which is enclosed by exterior walls, floor and roof and is designed for human occupancy and the conduct within of activities and business by the Owner or Occupant of such Improvements.

2.3. “**City**” means the City of La Habra, California and any individual departments or agencies thereof asserting jurisdiction over the Project.

2.4. “**Common Area**” means all real property within the Project upon which there are no Buildings or outdoor areas existing or under construction which are devoted to the exclusive use of any Owner or Occupant. The Common Area specifically exclude any Service Facilities.

2.5. “**Improvement(s)**” means all Buildings, Service Facilities, outbuildings, parking or loading areas, parking garages (if any), roadways, walkways, curbs, gutters, storage areas, trash enclosures, security facilities, fences, walls, poles, signs, exterior lighting, exterior air conditioning equipment, hedges, berms, mass or large plantings, landscaping, trees, shrubs, sewer lines and sewer pipes, water lines and water pipes, electrical lines and electrical conduit and other utility lines, pipes, and conduits, lighting standards and fixtures, stairways, ramps and all other structures of any kind or appurtenances thereto located above or below the ground within the exterior boundaries of the Project, and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

2.6. “**Indemnified Party**” means the party described in Section 18 of this Amendment.

2.7. “**Indemnifying Party**” means the party described in Section 18 of this Amendment.

2.8. “**Law(s)**” means any statute, constitution, ordinance, resolution, regulation, rule, administrative order or requirement of any municipal, county, state, federal or other governmental agency or authority having jurisdiction over the Project in effect as of the Effective Date or which may thereafter be enacted, adopted, amended or modified.

2.9. “**Manager**” initially means the Owner of Parcel 05 and, thereafter any successor manager that is appointed as the Manager in accordance with Section 16 of this Amendment.

2.10. “**Mortgage**” means any duly recorded mortgage or deed of trust encumbering a Parcel.

2.11. “**Mortgagee**” means and refers to the mortgagee or beneficiary under any Mortgage.

2.12. “**Occupancy Agreement**” means a lease, sublease, assignment agreement, ground lease or other agreement between an Owner and any Occupant that entitles an Occupant to conduct its business in the Project and utilize the Common Area in connection with its occupancy.

2.13. “**Occupant**” means any person, firm, corporation, association or other legal entity entitled to occupy and utilize any portion or portions of the Project for the conduct of its business pursuant to an Occupancy Agreement.

2.14. “**Owner**” means (i) the person or persons holding fee title to any portion of the Project, or (ii) the Occupant entitled to occupy all of a Parcel under an Occupancy Agreement for a fixed original term of thirty (30) years or longer if the fee owner elects in a written notice to the other Owners that such Occupant is to be considered an Owner of such Parcel for purposes of this Amendment during the term of the Occupancy Agreement, or (iii) the ground lessee under a long term ground lease (i.e. 30 or more years in duration or the Occupant of the Parcel that is the subject of the ground lease if so designated by the ground lessee pursuant to subsection (ii) hereof).

2.15. “**Parking Lighting**” means such artificial lighting facilities located in the common parking area identified and depicted on Exhibit “E”.

2.16. “**Permittees**” means the respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, and concessionaires of any Owner or Occupant of a Parcel.

2.17. “**Person**” means any individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

2.18. “**Proportionate Share**” means a fraction, (a) the numerator of which is the total square footage of the Owner’s Parcel, and (b) the denominator of which is the total square footage of the Project.

2.19. “**Real Property Tax(es)**” means any form of real or personal taxes, assessments, fees, charges, levies, penalties, impositions or taxes of every kind and nature whatsoever, assessed or levied or imposed by any authority having the direct or indirect power to

tax, including, without limitation, any City, County, State or federal government, or any improvement or assessment district of any kind or nature whatsoever, whether or not consented to or joined in by Owner, against the Parcel or any legal or equitable interest of Owner therein or any personal property of Owner used in the operation thereof, or the ownership, leasing, operation, management or occupancy of the Parcel, whether now or hereafter imposed, and whether or not now customary or in the contemplation of the parties on the date of this Amendment, excepting only inheritance or estate taxes and taxes measured by the net income of Owner. Real Property Taxes will include without limitation general and special assessments, service payments in lieu of taxes, excises, possessory interest taxes, business or license taxes or fees, gross receipts taxes, transit assessments or fees, child care subsidies fees and/or assessments, job training subsidy fees and/or assessments, open space fees and/or assessments, housing subsidies and/or housing fund fees or assessments, public art fees and/or assessments, and any other fees or assessments imposed in connection with the environmental, sociological or fiscal effects of the Parcel or the ownership, leasing, operation, management or occupancy of the Parcel, any tax, fee or excise on the use or occupancy of the Parcel or any part thereof, or in connection with the business of renting space in the Parcel, any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Real Property Taxes.

2.20. “**Service Facilities**” means any loading dock areas (including ramps related thereto), trash areas, areas for drive-through facilities, patio seating areas, sidewalks immediately adjacent to a Building and other facilities which are or become used exclusively by a single Owner or Occupant.

2.21. “**Signage Plan**” means such signage plan for the Project attached hereto as Exhibit “F”.

3. Ingress and Egress. Each Owner grants to the other Owners and their respective Permittees a non-exclusive easement for the purpose of ingress and egress by vehicular and pedestrian traffic upon, over, across and through the Access Area located within its Parcel.

4. Parking. Each Owner grants to the other Owners and their respective Permittees a non-exclusive easement for the purpose of vehicular parking on, over and across the Common Area located within its Parcel. All employees of each Owner or Occupant must park only on the Parcel of that Owner or Occupant.

5. Utility Lines. Subject to the terms and conditions of this Section, each Owner grants to the other Owners and their respective Permittees a non-exclusive easement under, through and across the Common Area of its Parcel for the purpose of installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains, transformers and other facilities for utilities necessary for the orderly development and operation of the Common Area and the Buildings; provided, however, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Common Area and the Buildings; and provided further, except in an emergency, the right of any Owner to enter upon the Parcel of any other Owner for the exercise of any right pursuant to such easements shall be conditioned upon delivery of at least thirty (30) days prior written notice. All such systems, structures, mains, sewers, conduits, lines and other facilities, with the exception of transformers, for utilities will be installed and maintained below the surface or ground level of such easements. Except to the extent required by applicable law or

building code, any Owner that desires to and deems it necessary to cause the installation of a storm drain, electric line, sewer or other utilities across the Common Area of any other Parcel subsequent to the initial paving and improving thereof must obtain the prior written consent of the Owner of the other Parcel before commencing any work, provided that in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business of the Project; and provided further, the Owner making or causing such installation will, at its expense, completely restore to the previously existing or better condition all Common Area Improvements and surfaces disrupted as a result of such installation.

6. Drainage Easement. Each Owner grants to the other Owners and their respective Permittees a non-exclusive easement over its Parcel for surface water drainage over and through the existing drainage patterns and storm water drainage systems or such other drainage patterns that may be established from time to time among the Parcels in accordance with this Amendment. Any Owner may relocate drainage patterns established upon its respective Parcel in accordance with applicable Law, provided such relocation does not materially and adversely interfere with the surface water drainage of the other Parcels or increase runoff onto the other Parcels, nor materially and adversely interfere with the discharge of surface water from the other Parcels.

7. Additional Easements. Each Owner agrees to grant such additional easements as are reasonably required by the City or any public or private utility for the purpose of providing the utilities for the benefit of the other Owners and their Permittees, provided such easements are not otherwise inconsistent with the provisions of this Amendment and the terms and conditions of such easements are reasonably acceptable.

8. Common Area Use. The Common Area will be used for, among other things:

8.1. Pedestrian and vehicular ingress and egress by Owners, Occupants, their agents, employees, contractors, customers and other invitees, to and from Buildings, Improvements, Service Facilities, Common Area and adjacent public streets;

8.2. Parking of motor vehicles;

8.3. Parking stalls, private streets, seating areas and sidewalks (excluding Service Facilities), walls, ramps, driveways, lanes, curbs, gutters, flagpoles, bike racks, newspaper sales racks, public telephones, bus stops and similar facilities for accommodating public transportation, traffic control areas, signals, traffic islands, landscaped areas, traffic and parking lighting facilities and monument signs with appropriate underground electrical connections, and all things incidental thereto;

8.4. Public utility installations serving Buildings or the Common Area which will, if reasonably possible, be underground;

8.5. Ingress and egress of delivery and service vehicles to and from the Project or any portion thereof and adjacent public streets;

8.6. Delivery of goods, wares, merchandise and the retention of services to Owners and Occupants of the Project;

8.7. Perimeter walls and fences;

8.8. If required by Law, recycling facilities or pickup points; and

8.9. Lighting standards and any other landscaping or Common Area Improvements as may be required by Law or as may be consented to by the Owner(s) of the Parcels.

8.10. In addition, the Common Area may be used for the following purposes: (i) in connection with the construction and maintenance of utility lines so long as such activity is undertaken in strict compliance with the requirements of Section 5 of this Amendment; and (ii) for any other use required by Law.

9. Maintenance of Common Area. Each Owner will, at its own expense, cause the Common Area located on its Parcel to be maintained at all times in a safe, good and clean condition and repair, including, without limitation, the following:

9.1. Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability including seal coating the parking lot within such Owner's Parcel not less frequently than once each five (5) years;

9.2. Removing all papers, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition and removing trash and litter from areas within the Project where such trash and litter emanated from such Owner's Parcel;

9.3. Placing, keeping in repair, and replacing appropriate directional signs, markers, lines and parking stall lines, where necessary;

9.4. Operating, keeping in repair, and replacing such artificial lighting facilities as will be reasonably required;

9.5. Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and replacing shrubs and other landscaping as is necessary;

9.6. Maintaining and repairing any and all walls and utilities; and

9.7. Maintaining free and unobstructed access to and from its Parcel and the adjoining portions of the Project and to and from its Parcel and the streets adjacent thereto.

9.8. The Owner or Occupant undertaking such work will take all measures necessary to minimize any disruption or inconvenience caused by such work. Such work will be accomplished by the Owner or Occupant undertaking it in a reasonable manner so that any damage or adverse effect which might be caused by such work to any other Owner or Occupant or to any Parcel (including the Parcel on which the work is being accomplished) is minimized. The Owner or Occupant undertaking such work will repair at its own cost any and all damage caused by such work and will restore the affected portion of any Parcel (including the Parcel upon which such work is performed) to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner or Occupant undertaking such work will pay all costs and expenses associated therewith and will indemnify, protect, defend and hold all other Owner(s) and Occupants from all liabilities, damages, losses, costs, expenses or claims arising out of, in connection with or attributable to the performance of such work. Except in cases of emergency (in which event concurrent notice or no notice appropriate under the circumstances will be all that is required), all such work which causes disruption or inconvenience to any other Owner or Occupant or to any Parcel (including the Parcel on which the work is being accomplished) will be undertaken only after giving all Owners

fifteen (15) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work and the area in which the work is to be performed.

10. Building and Outdoor Seating Area Maintenance. Each Owner will, at its sole cost and expense, maintain its Building and Service Facilities in first class order, condition and repair, including, without limitation, periodic painting of the exterior of the Building, maintaining the sidewalks adjacent to the Building, and making other repairs necessary to keep the Building and Service Facilities in first class order, condition and repair. In addition, each Owner whose Parcel contains outside seating areas for eating establishments will ensure that such seating does not interfere with pedestrian or vehicular traffic.

11. Owner's Right to Cure or Abate. If any Owner (a "**Defaulting Owner**") violates the terms of this Amendment or permits or suffers any Occupant of its Parcel to violate the terms of this Amendment, then in addition to any other remedy provided for in this Amendment, any Owner or Occupant (each or together, as applicable, the "**Creditor Owner**") may demand by written notice (the "**Default Notice**") that the violation be cured. If the Defaulting Owner does not cure the violation of a monetary obligation within ten (10) days after delivery of the Default Notice, or, with respect to a non-monetary obligation, within thirty (30) days after delivery of the Default Notice (unless such non-monetary default is of a kind that cannot reasonably be cured within such thirty (30) day period, in which case the Defaulting Owner shall commence to cure such default within such thirty (30) day period and diligently thereafter prosecute such cure to completion), then the Creditor Owner (and its agents and employees) will have the right to (i) pay any sum owed by the Defaulting Owner to the person entitled thereto, (ii) enter upon the Parcel of the Defaulting Owner (or any portion of the Common Area owned by the Defaulting Owner) and summarily abate, remove or otherwise remedy such thing or condition which violates the terms of this Amendment, (iii) enter upon the Parcel of the Defaulting Owner (or any portion of the Common Area owned by the Defaulting Owner) and perform any obligation of the Defaulting Owner to be performed thereon, and (iv) in any other manner, cure such Defaulting Owner's default or perform any obligation of the Defaulting Owner to be performed under this Amendment. The Defaulting Owner will, within ten (10) days of written demand by any other Owner, accompanied by appropriate supporting documentation, reimburse the Creditor Owner for all costs and expenses incurred by the Creditor Owner in undertaking any of the actions permitted by clauses (i) through (iv) in the preceding sentence, including without limitation, wages, benefits and overhead allocable to the time expended by any employee of the Creditor Owner in taking such actions, together with interest thereon accruing from the date such costs and expenses were advanced or incurred by the Creditor Owner, at the Default Interest Rate (as herein defined). For purposes of this Amendment, the "**Default Interest Rate**" is the rate equal to the lesser of: (i) four percent (4%) per annum in excess of the "Prime Rate," or (ii) the highest lawful rate. The "**Prime Rate**" will be the rate announced as such from time to time by Bank of America or its successor. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees shall be a personal obligation of the Defaulting Owner as well as a lien and charge, with power of sale, upon the Defaulting Owner's Parcel. The Creditor Owner may bring an action at law against the Defaulting Owner to pay any such sums.

12. Default Shall Not Permit Termination. No default of this Amendment shall entitle any Owner subject to this Amendment to cancel, rescind or otherwise terminate this Amendment, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any default of this Amendment. If any Owner defaults under any of its obligations under this Amendment, any other Owner shall have

a right to any and all rights and remedies available at law or in equity other than the right to terminate this Amendment or the easements granted herein, including without limitation, specific performance and/or injunctive relief.

13. Common Area Utilities. Except for Parking Lighting, Common Area artificial lighting facilities, water lines and other utilities will be separately metered to the Parcel on which they are located. Lighting for the Common Area (other than lighting necessary for security of the Project) will remain on each day until at least midnight (unless to do so is contrary to any Law, in which event the standard so prescribed will be adhered to while in effect). Lighting representing not less than twenty-five percent (25%) of full intensity of the Common Area lighting system, uniformly distributed throughout the Common Area, will remain on each day after midnight until dawn for security purposes, unless to do so is contrary to any Law, in which event, the standard so prescribed by Law will be adhered to while in effect. If "special" lighting (other than lighting necessary for security of the Project) is required or if regular lighting is required for a time later than the foregoing by any Owner or Occupant of the Project, then the electricity to service such lighting requirements will, if reasonably feasible, be separately metered and all expenses thereof will be paid by such Owner(s) or Occupant(s) that require the special service.

14. Use Types. The types of uses permitted in the Project will be of a retail and/or commercial nature found on comparable shopping centers of similar size in the metropolitan marketing area in which the Project is located. All uses in the Project must comply with all requirements imposed by the City.

15. Pylon Sign and Sign Easement. Each Owner or Occupant shall have, in accordance with this Section, the right to install an identification panel or panels on the freestanding pylon sign ("**Pylon Sign**") located on Parcel 01, as depicted on the Signage Plan. Notwithstanding the foregoing, nothing herein shall prevent Owners or Occupants from entering into a separate agreement to alter the placement of their identification panels inconsistent with the Signage Plan, provided that such change shall not interfere with the use and placement of the identification panels of any Owner or Occupant that is not a party to such separate agreement. Each Owner grants to the other Owners and their Permittees an easement under, through and across the Common Area of its Parcel for the purpose of accessing the Pylon Sign. Each Owner or Occupant will pay its Proportionate Share of the costs of maintenance, repair and replacement of the Pylon Sign (but not the panel or panels thereupon, which shall be each Owner's respective responsibility as to the Owner's panel(s)) in accordance with Section 16 of this Amendment.

16. Management of Pylon Sign and Parking Lighting. The Manager shall use its best efforts to cause the utility service to the Pylon Sign and the Parking Lighting (collectively, "**Shared Improvements**") to be separately metered on one bill on or before January 15, 2017. The Manager shall maintain the Shared Improvements in good condition and repair in compliance with all applicable Law. The Manager shall be reimbursed for: (i) its actual out of pocket costs of maintenance and repair of the Pylon Sign and (ii) the actual charges for the electricity charged by the applicable utility provider, which are attributable to the Shared Improvements, by each of the Owners or Occupants based on their Proportionate Share plus a management fee equal to One Hundred Fifty Dollars (\$150.00) or ten percent (10%) of the total costs incurred by the Manager, whichever is greater, payable within thirty (30) days after receipt of demand by the Manager, and to the extent applicable, unconditional lien waivers from all contractors performing work in connection with the Shared Improvements, paid receipts

evidencing the costs incurred by the Manager, and utility bills, and if not paid when due, shall bear interest from the date due at ten percent (10%) per annum. Such costs shall also include the out of pocket architectural and construction costs incurred by the Manager in connection with the relocation of any electrical lines, conduits, transformers and systems to cause the Shared Improvements to be separately metered on one bill. The Manager shall keep the Parking Lighting on each day from dusk until at least midnight (unless to do so is contrary to any Law, in which event the standard so prescribed by Law will be adhered to while in effect). The Manager shall remain the manager of the Shared Improvements until such time as the Manager resigns or a majority of the Owners vote to replace the Manager. Upon the Manager's resignation, a new Manager shall be appointed by a majority of the Owners. Any successor Manager will, after his appointment in accordance with the terms hereof, perform the maintenance, management and operation obligations of the Manager set forth in this Section until the Manager's resignation or replacement. Any change in the Manager shall be recorded as an amendment to this Amendment in accordance with Section 28 of this Amendment.

17. Additional Pylon Signs. Any Owner may install an additional pylon sign ("**Additional Sign**") on its Parcel, subject to compliance with applicable Law and the prior written consent from all of the other Owners. Upon completion of the Additional Sign, each Owner shall have the right (but not the obligation) to install an identification panel on the Additional Sign and all participating Owners shall share in the costs of maintenance and repair of the Additional Sign and the charges for the electricity attributable to the Additional Sign based on their "pro rata" share. For purposes of this Section, "pro rata share" shall be based on the total square footage of the Additional Sign space used by each of the participating Owners relative to the total square footage of sign space available on the Additional Sign. Each Owner agrees to grant such additional easements as are reasonably required by the City or any public or private utility for the purpose of providing utility lines necessary for the Additional Sign, provided such easements are not otherwise inconsistent with the provisions of this Amendment.

18. Indemnification. Each Owner ("**Indemnifying Party**") hereby indemnifies, holds harmless and defends the other Owner ("**Indemnified Party(ies)**") from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on its Parcel, caused by (i) the business activities of the Occupants and Owners, and (ii) the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, the other Owners in the Project, or their agents, servants or employees. The parties' obligations with respect to indemnification hereunder will remain effective, notwithstanding the expiration or termination of this Amendment, as to claims arising or accruing prior to the expiration or termination of this Amendment.

19. Liability Insurance Coverage and Limits for Owners. Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, commercial general liability insurance with coverage limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for bodily injury, personal injury and property damage per occurrence, insuring itself (and naming the other Owners and their agents as additional insureds as their interests may appear) against any and all liability with respect to any of the areas within its Parcel, or arising out of the maintenance, use or occupancy of all portions of its Parcel including,

without limitation, all easement areas located thereon. All comprehensive general liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross liability and severability of interest clauses, broad form property damage, independent contractors, owned and non-owned and hired vehicles. Each Owner shall require any contractor performing work within its Parcel at such Owner's request, to obtain at least the types and amounts of coverage as required by the Owner, together with independent contractors' contingent liability coverage. Such commercial general liability insurance shall be issued by companies having an A.M. Best's rating of "A-/VIII" or better, contain a provision stating that any additional insured shall be entitled to recover under such policy for any loss occasioned to its agents or employees by reason of the negligence of the other, and be written as a primary policy and not as "contributory" to any other policy maintained by any other Owner. Such policy of insurance must contain a provision that the company writing the policy will give to all insureds and additional named insureds at least thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance.

20. Waiver of Certain Rights. With respect to any loss or damage that may occur to the Project (or any improvements thereon) or the respective property of the Owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Owners, their agents, servants or employees, the Owner suffering such loss hereby releases the other Owner from all claims with respect to such loss; and the Owners each agree that their respective insurance companies will have no right of subrogation against the other Owner on account of any such loss, and each Owner will procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Owners which the insurers might otherwise have under such policies.

21. Policy Requirements. Insurance coverage required by this Amendment may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: an Owner's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles.

22. Performance of Indemnity Agreements. All policies of liability insurance will insure the performance by the Owner insured thereunder of the indemnity agreements contained herein. Each Owner will promptly notify the other Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and will deliver to such other Owner copies of process and pleadings.

23. Taxes. Each Owner will pay or cause to be paid directly to the tax collector prior to being delinquent Real Property Taxes assessed against the Parcel owned by such Owner, including the portion of the Common Area owned by such Owner.

23.1. An Owner will have the right, at its own cost and expense, and in its own name, to contest or protest or seek to have reviewed, reduced, equalized or abated any Real Property Taxes levied upon its Parcel by first paying such tax or assessment and thereafter filing a claim for refund or pursuing such other remedy as may be available under and in accordance with Law.

24. Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder shall be in writing, signed by the party giving the notice, and shall be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices shall be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

Owner of Parcel 01: 1836 W. Pico Partners, LLC
606 South Olive Street, Ste. 2450
Los Angeles, CA 90014
Attn: Eric Silverman

Owner of Parcel 03: Young Bae Kim

Owner of Parcel 04: Zaruhi Tutundjian, as trustee of the Dikran and
Zaruhi Tutundjian 2003 Trust dated July 9, 2003

Attn: _____

Owner of Parcel 05: La Cofradia, LLC

Attn: _____

24.1. Any Owner may change its mailing address by giving written notice of such change to Declarant in the manner provided herein at least ten (10) days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete three (3) days after deposit of said notice in the United States mail.

25. Mortgage Protection. The default of any of the provisions of this Amendment shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such provisions shall be binding upon and effective against the Owner of any of said Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise. No modification, amendment or termination of this Amendment shall be binding upon or affect the rights of any mortgagee or beneficiary holding a mortgage or deed of trust upon the interest of any Owner in and to any Parcel that is recorded prior to the date any such modification, amendment or termination is recorded in such office, without the approval of such mortgagee or beneficiary. Any mortgage or deed of trust encumbering any interest in any portion of the Common Area (a "**Mortgage**"), now existing or hereafter given, shall be subordinate to this Amendment, which shall survive foreclosure of any Mortgage; provided, however, that nothing in this Amendment will affect the validity of any Mortgage. To the extent a Parcel is

encumbered by a Mortgage on the date hereof, the Owner whose Parcel is encumbered by such Mortgage shall cause the beneficiary of such Mortgage to execute a commercially reasonable subordination agreement subordinating the Mortgage to this Amendment.

26. Attorney's Fees. In the event legal proceedings are brought or commenced to interpret or enforce any of the terms of this Amendment against any Owner or other person with an interest in the Project, the prevailing party in such action will be entitled to recover its costs and expenses including a reasonable sum as attorney's fees and costs incurred in such action and any appeal.

27. Duration. Except as otherwise provided herein, this Amendment will remain in full force and effect for a term of sixty-five (65) years from the date hereof; provided, however, the term of this Amendment will automatically and without further notice continue in full force and effect for successive terms of five (5) years unless at least one (1) year prior to the expiration of the initial term or any such five (5) year extension, there will be recorded an instrument conforming to the provisions of Section 28 of this Amendment.

28. Modification. Except as otherwise provided herein, this Amendment may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by all of the Owners or their successors and assigns and duly recorded.

29. Not a Public Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Project to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Amendment will be strictly limited to and for the purposes herein expressed.

30. Severability. If any term or provision of this Amendment or the application of it to any person or circumstance will to any extent be invalid and unenforceable, the remainder of this Amendment or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Amendment will be valid and will be enforced to the extent permitted by Law.

31. Pronouns. When required by context, the singular will include the plural, and the neuter gender will include a person, corporation, firm, association, or other business arrangement.

32. Captions. The captions in this Amendment are for convenience only and do not constitute a part of the provisions hereof.

33. Not a Partnership. The provisions of this Amendment are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.

34. Governing Law. This Amendment will be construed and enforced in accordance with and governed by the Laws of the State of California.

35. No Presumption. This Amendment will be interpreted and construed only by the contents hereof and there will be no presumption or standard of construction favor of or against any Owner.

36. Inurement. This Amendment and the easements, covenants, benefits and obligations created hereby will inure to the benefit and be binding upon each Owner and its

successors and assigns, provided, (i) if any Owner conveys all of its interest in any Parcel owned by it, such Owner will thereupon be released and discharged from any and all further obligations under this Amendment as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations, and (ii) no such sale will release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

37. Estoppel Certificate. Within twenty-one (21) days of its receipt of a written request by an Owner, the requested Owner will issue to a prospective lender of such requesting Owner or to a prospective purchaser of such requesting Owner's interest, an estoppel certificate stating:

37.1. whether the requested Owner knows of any default by the requesting Owner under this Amendment, and if there are known defaults, specifying the nature thereof;

37.2. whether this Amendment has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

37.3. that to the requested Owner's knowledge this Amendment as of that date is in full force and effect.

38. Compliance by Tenants. Any Occupancy Agreement entered into after the date hereof must provide that the terms of such Occupancy Agreement will be subject in all respects to the provisions of this Amendment. Any Owner who enters into such an agreement will be responsible for assuring compliance by such Occupant with this Amendment. Notwithstanding anything to the contrary herein, an Owner hereunder may cause its Occupants to fulfill the obligations of an Owner hereunder provided that the Owner will be responsible for assuring compliance by such Occupant with this Amendment and the Owner will remain liable for any default of obligation hereunder.

39. Reasonable Consent. Except as otherwise specifically provided in this Amendment, if an Owner is required to give its consent or approval to any action on the part of another Owner, the consent or approval will not be unreasonably withheld or delayed. Except where other time periods to give or deny consent are provided in this Amendment, consent will be deemed granted at the end of the tenth (10th) business day following delivery of a request for consent, provided such request specifically refers to this Section of this Amendment and states that consent will be deemed granted at the end of the tenth (10th) business day from delivery of the request, unless a written denial of consent stating the specific reason for denial is delivered before the end of the tenth (10th) business day after delivery of the request for consent. In the event the requested consent is unreasonably withheld, the other party will be entitled to specific performance and will have such other remedies as are reserved to it under this Amendment or at Law.

40. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, executors, administrators, assigns, successors, tenants and personal representatives of the parties hereto.

41. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment effective as of the date first set forth above.

[Signature pages follow]

SIGNATURE PAGE TO AMENDMENT TO AND RESTATEMENT OF DECLARATION OF
ESTABLISHMENT OF RESTRICTIONS

1836 W. Pico Partners, LLC,
a California limited liability company

By:  1.6.17
Eric Silverman, Managing Member

[Attach Notary Acknowledgment]

SIGNATURE PAGE TO AMENDMENT TO AND RESTATEMENT OF DECLARATION OF
ESTABLISHMENT OF RESTRICTIONS

Young Bae Kim,
a married man as his sole and separate property

By: _____
Young Bae Kim

[Attach Notary Acknowledgment]

SIGNATURE PAGE TO AMENDMENT TO AND RESTATEMENT OF DECLARATION OF
ESTABLISHMENT OF RESTRICTIONS

Zarohi Tutundjian,
as trustee of the Dikran and Zarohi Tutundjian 2003 Trust dated July 9, 2003

By: _____
Zarohi Tutundjian, Trustee

[Attach Notary Acknowledgment]

SIGNATURE PAGE TO AMENDMENT TO AND RESTATEMENT OF DECLARATION OF ESTABLISHMENT OF RESTRICTIONS

La Cofradia, LLC, a California limited liability company, as to an undivided 50% interest and Jennifer A. Stevens, Trustee of the Potvin Investment Trust, as to an undivided 50% interest, all as tenants in common

La Cofradia, LLC,
a California limited liability company

By: _____
Its: _____

Jennifer A. Stevens, Trustee of the Potvin Investment Trust

[Attach Notary Acknowledgment]

EXHIBIT "A"
LEGAL DESCRIPTION OF PARCEL 01

The Land referred to herein below is situated in the County of Orange, State of California, and is 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: 303-011-01

EXHIBIT "B"
LEGAL DESCRIPTION OF PARCEL 03

PARCEL A:

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

PARCEL B:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR ACCESS, INGRESS AND EGRESS PURPOSES AS MORE PARTICULARLY SET FORTH IN THE DOCUMENT ENTITLED "RECIPROCAL ACCESS EASEMENT AGREEMENT", RECORDED FEBRUARY 24, 2006, INSTRUMENT NO. 2006-125917, OFFICIAL RECORDS OF SAID COUNTY.

APN: 303-011-03

EXHIBIT "C"
LEGAL DESCRIPTION OF PARCEL 04

The South ½ of the Southwest Quarter of the Southeast Quarter of Section 4, Township 3 South, Range 10 West, partly in the Rancho La Habra and partly in the Rancho San Juan Cajon De Santa Ana, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the county Recorder of Orange County, CA.

EXCEPTING THEREFROM that portion of said land described as follows:

Beginning at the Southwest corner of said South ½ being the intersection of the center lines of Harbor Blvd., and La Habra Blvd., formerly Central Ave.; thence North 89° 55' 42" East 350 feet along the center line of said La Habra Blvd.; thence North 345.02 feet to the center line of Stearns Ave., formerly La Habra Ave.; thence South 89° 54' 55" West 450 feet along the center line of Stearns Avenue to the center line of Harbor Blvd.; thence South 678.95 feet to the point of beginning.

ALSO EXCEPT that portion included within Tract No. 7523 recorded in Book 296, Pages 49 and 50 of Miscellaneous Maps.

APN: 303-011-04

EXHIBIT "D"
LEGAL DESCRIPTION OF PARCEL 05

That portion of the South half of the Southwest quarter of the the Southeast quarter of Section 4, Township 3 South, Range 10 West, in the Rancho San Juan Cajon De Santa Ana, City of La Habra, as per map recorded in book 51, page 7 of Miscellaneous Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said South half, being the intersection of the center lines of Harbor Boulevard and Central Avenue; thence North $89^{\circ} 55' 42''$ east, 200.00 feet along the center line of Central Avenue to the true point of beginning; thence North 307.83 feet parallel with the center line of Harbor Boulevard; thence $89^{\circ} 55' 42''$ East, 49.20 feet; thence North $0^{\circ} 00' 28''$ East, 371.18 feet to a point on the center line of La Habra Avenue, North $89^{\circ} 54' 55''$ East, 249.25 feet from its intersection with the center line of Harbor Boulevard; thence North $89^{\circ} 54' 55''$ East, 200.75 feet; thence South 334.02 feet parallel with the center line of Harbor Boulevard; thence South $89^{\circ} 55' 42''$ West, 100.00 feet; thence South 345.02 feet parallel with the center line of Harbor Boulevard to the center line of Central Avenue; thence South $89^{\circ} 55' 42''$ West, 150.00 feet to the true point of beginning.

Except the North 19.00 feet thereof.

Also except the South 307.83 feet of the Westerly 96.00 feet thereof.

Also except the South 40.00 feet thereof.

APN: 303-011-05

EXHIBIT "E"
SITE PLAN – DEPICTING ACCESS AREAS AND PARKING LIGHTING

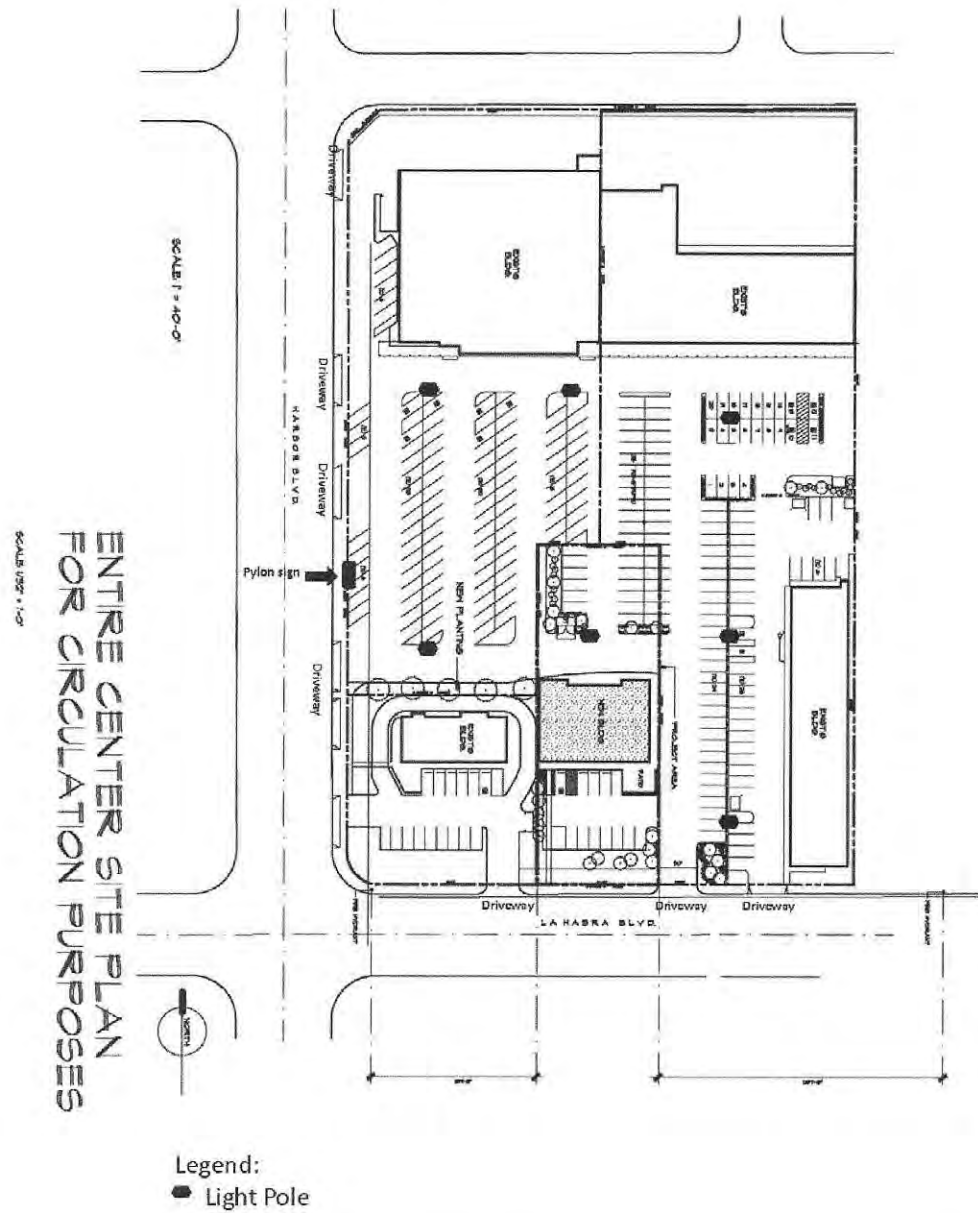
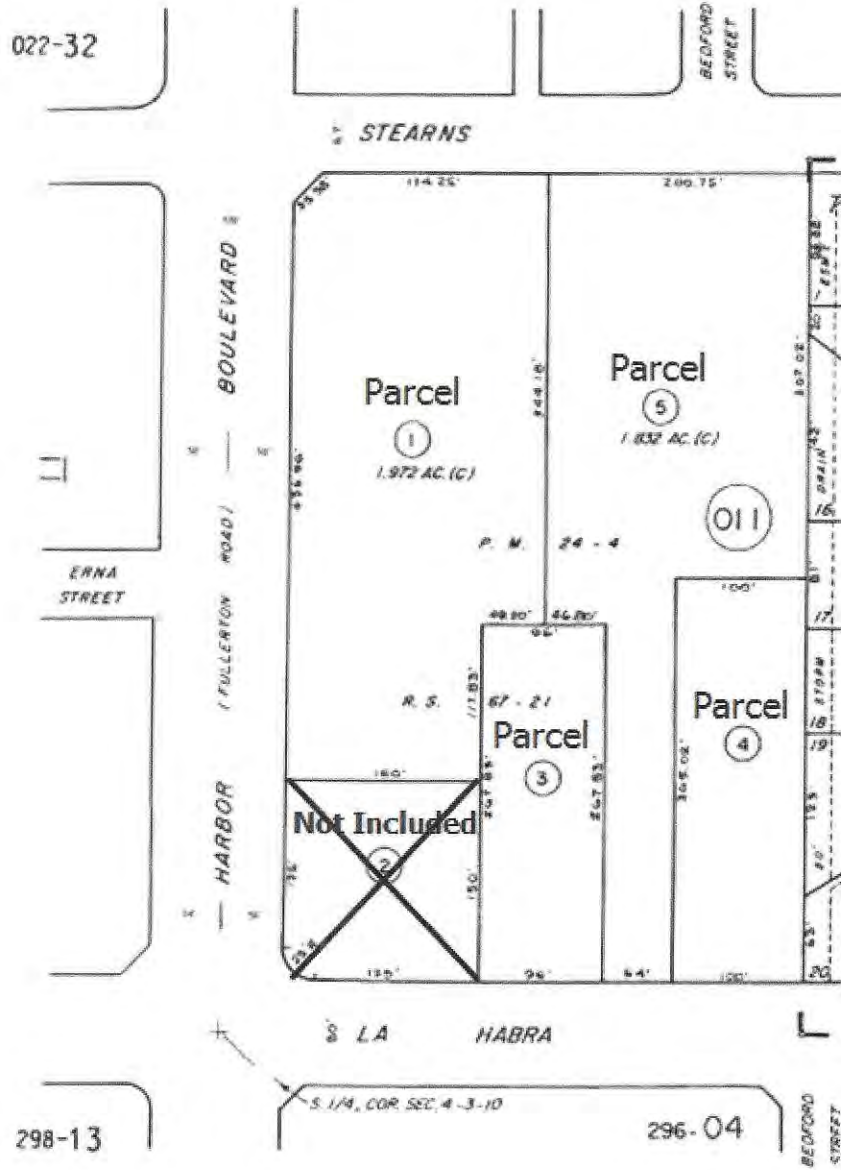


EXHIBIT "E-1"
PLOT MAP



MARCH 1973

TRACT NO 7523

M.M. 296-49,50

EXHIBIT "F"
SIGNAGE PLAN



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

STATE OF CALIFORNIA

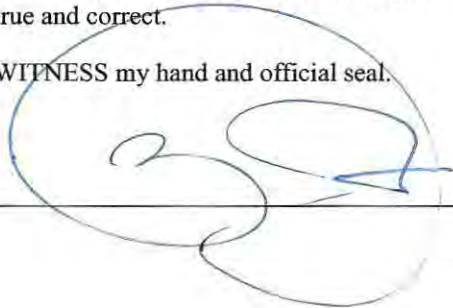
COUNTY OF Los Angeles

On January 6, 2017, before me, Evelyn Flores, Notary Public

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

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

WITNESS my hand and official seal.



(seal)

