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NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU
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NUMBER.

SPACE ABOVE LINE RESERVED FOR OFFICIAL RECORDER'S USE

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING

by

LA CANTERA RETAIL LIMITED PARTNERSHIP, as Trustor

to

HAMILTON SCOTT MILLER, ESQ., as Trustee

for the benefit of

TIAA-CPPIB COMMERCIAL MORTGAGE COMPANY REIT LLC, as Lender

Property Known As:
THE SHOPS AT LA CANTERA, PHASE 1
SAN ANTONIO, TEXAS

TIAA-CPPIB Auth. ID #:AAA-7016
TIAA-CPPIB Inv. ID#: 0006247-01



Chicano Title
GF TNB 3852

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Deed of Trust**") is made this 10th day of June, 2010, by **LA CANTERA RETAIL LIMITED PARTNERSHIP** ("**Trustor**"), a Texas limited partnership, having its principal place of business at 110 North Wacker Drive, Chicago, Illinois 60606, to **HAMILTON SCOTT MILLER, ESQ.**, as trustee ("**Trustee**"), having an address in care of Bingham McCutchen LLP, One State Street, Hartford, Connecticut 06103, for the benefit of **TIAA-CPPIB COMMERCIAL MORTGAGE COMPANY REIT LLC** ("**Lender**"), a Delaware limited liability company having an address in care of Teachers Insurance and Annuity Association of America, 730 Third Avenue, New York, New York 10017.

RECITALS:

A. Lender has agreed to make a loan to Trustor and La Cantera Specialty Retail, LP, a Texas limited partnership ("**Specialty**", and together with Trustor, collectively, "**Borrower**") in the principal amount of \$168,000,000.00 (the "**Loan**").

B. To evidence the Loan, Borrower executed and delivered to Lender a certain Promissory Note (the "**Note**"), dated the date of this Deed of Trust, in the principal amount of One Hundred Sixty-Eight Million and 00/100 Dollars (\$168,000,000.00) (that amount or so much as is outstanding from time to time is referred to as the "**Principal**"), promising to pay the Principal with interest thereon to the order of Lender as set forth in the Note and with the balance, if any, of the Debt being due and payable on July 5, 2015, or such sooner time as described in the Note or the other Loan Documents (the "**Maturity Date**").

C. This Deed of Trust secures the Note and encumbers, among other things: (i) Trustor's fee interest in the real property located in the City of San Antonio, County of Bexar, State of Texas, more particularly described in **Exhibit A** (the "**Land**").

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. Capitalized terms used in this Deed of Trust are defined in **Exhibit B** or in the text with a cross-reference in **Exhibit B**.

Section 1.2. Rules of Construction. This Deed of Trust will be interpreted in accordance with the rules of construction set forth in **Exhibit C**.

ARTICLE 2

GRANTING CLAUSES

Section 2.1. Encumbered Property. Trustor irrevocably grants, deeds, mortgages, warrants, conveys, assigns and pledges to Trustee, in trust for the benefit of Lender, and grants to

Lender a security interest in, the following property, rights, interests and estates now or in the future owned or held by Trustor (the "**Property**") for the uses and purposes set forth in this Deed of Trust forever (capitalized terms used in this Section 2.1 and 2.3 and not defined in this Deed of Trust have the meanings ascribed to them in the Uniform Commercial Code):

- (a) the Land;
- (b) all buildings and improvements now or hereafter located on the Land (the "**Improvements**");
- (c) all easements; rights of way or use, including any rights of ingress and egress; streets, roads, ways, sidewalks, alleys and passages; strips and gores; sewer rights; water, water rights, water courses, riparian rights and drainage rights; air rights and development rights; oil and mineral rights; and tenements, hereditaments and appurtenances, in each instance adjoining or otherwise appurtenant to or benefiting the Land or the Improvements;
- (d) all General Intangibles (including Software) and Goods, related to, attached to, contained in or used in connection with the Land or the Improvements (excluding personal property owned by tenants);
- (e) all agreements, ground leases, grants of easements or rights-of-way, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, cooperative, condominium or similar ownership or conversion plans, management, leasing, brokerage or parking agreements or other material documents affecting Trustor or the Property, including the documents described on **Exhibit D** but expressly excluding the Leases (the "**Property Documents**");
- (f) all Inventory held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in the ownership, use or operation of the Property and all Documents evidencing any part of any of the foregoing;
- (g) all Accounts, Documents, Goods, Instruments, money, Deposit Accounts (including the Collection Account and any account established pursuant to the Reserve Agreements, Chattel Paper, Letter-of-Credit Rights, Investment Property, General Intangibles and Supporting Obligations relating to the Property, including all deposits held from time to time by the Pledge Agent together with interest credited thereon and all deposits for reserves held from time to time by any other party;
- (h) all awards and other compensation paid after the date of this Deed of Trust for any Condemnation (the "**Condemnation Awards**");
- (i) all proceeds of and all unearned premiums on the Policies (the "**Insurance Proceeds**");
- (j) to the extent assignable by their respective terms, all licenses, certificates of occupancy, contracts, management agreements, operating agreements, operating covenants, franchise agreements, permits and variances relating to the Property;

(k) all books, records and other information, wherever located, which are in Trustor's possession, custody or control or to which Trustor is entitled at law or in equity and which are related to the Property, including all computer hardware and software or other equipment used to record, store, manage, manipulate or access the information; and

(l) all after-acquired title to or remainder or reversion in any of the property described in this Section; all proceeds (excluding, however, sales or other dispositions of Inventory in the ordinary course of the business of operating the Land or the Improvements), replacements, substitutions, products, accessions and increases of or for the Property; all additions, accessions and extensions to, improvements of or for the Property; and all additional lands, estates, interests, rights or other property acquired by Trustor after the date of this Deed of Trust for use in connection with the Land or the Improvements, all without the need for any additional deed, mortgage, assignment, pledge or conveyance to Lender but Trustor will execute and deliver to Lender, upon Lender's request, any documents reasonably requested by Lender to further evidence the foregoing.

Section 2.2. Habendum Clause. The Property is conveyed to Trustee to have and to hold, IN TRUST, forever for the purpose of securing the Note and the Obligations on the terms and conditions set forth herein.

Section 2.3. Security Agreement.

(a) The Property includes both real and personal property and this Deed of Trust is a real property mortgage and also a "security agreement" and a "financing statement" within the meaning of the Uniform Commercial Code. By executing and delivering this Deed of Trust, Trustor grants to Lender, as security for the Obligations, a security interest in the Property to the full extent that any of the Property may be subject to the Uniform Commercial Code.

(b) This Deed of Trust constitutes a fixture filing under the Laws of the state or commonwealth in which the Property is located and for such purpose, Trustor represents, as of the date hereof, that the following information set forth in clauses (i), (v) and (vi), is true and correct:

(i) The exact legal name and address of Debtor is: La Cantera Retail Limited Partnership, 110 Wacker Drive, Chicago, Illinois 60606.

(ii) Name and address of Secured Party: TIAA-CPPIB Commercial Mortgage Company REIT LLC, c/o Teacher's Insurance and Annuity Association of America, 730 Third Avenue, New York, New York 10017.

(iii) Description of the types (or items) of property covered by this Financing Statement: all of the property described in sections (b)-(l) of the Section entitled "*Encumbered Property*" described or referred to herein and included as part of the Property.

(iv) Description of real estate to which collateral is attached or upon which it is located: Described in Exhibit A.

(v) Debtor's Organizational Identification Number: 00124204-10.

(vi) Debtor's chief executive office is located in the State of Illinois, and Debtor's state of organization is the State of Texas.

Lender may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement is sufficient as a financing statement.

Section 2.4. Conditions to Grant. This Deed of Trust is made on the express condition that if Borrower pays and performs the Obligations in full in accordance with the Loan Documents, then, unless expressly provided otherwise in the Loan Documents, the Loan Documents will be released at Trustor's expense.

ARTICLE 3

OBLIGATIONS SECURED

Section 3.1. The Obligations. This Deed of Trust secures the Principal, the Interest, the Late Charges, the Prepayment Premiums, the Expenses, any additional advances made by Lender in connection with the Property or the Loan and all other amounts payable under the Loan Documents (the "**Debt**") and also secures both the timely payment of the Debt as and when required and the timely performance of all other obligations and covenants to be performed under the Loan Documents (the "**Obligations**").

ARTICLE 4

TITLE AND AUTHORITY

Section 4.1. Title to the Property.

(a) Trustor has and will continue to have good and marketable title in fee simple absolute to the Land and the Improvements and good and marketable title to the Fixtures and Personal Property, all free and clear of liens, encumbrances and charges except the Permitted Exceptions. To Trustor's knowledge, except for the Permitted Encumbrances, there are no facts or circumstances that might give rise to a lien, encumbrance or charge on the Property.

(b) Trustor owns and will continue to own all of the other Property free and clear of all liens, encumbrances and charges except the Permitted Exceptions and the Loan Documents.

(c) This Deed of Trust is and will remain a valid and enforceable first lien on and security interest in the Property, subject only to the Permitted Exceptions.

Section 4.2. Authority.

(a) Trustor is and will continue to be (i) duly organized, validly existing and in good standing under the Laws of the state or commonwealth in which it was formed, organized or incorporated as set forth in Section 2.3 and (ii) duly qualified to conduct business, in good standing, in the state or commonwealth where the Property is located.

(b) Trustor has and will continue to have all approvals required by Law or otherwise and full right, power and authority to (i) own, lease and operate the Property and carry on Trustor's business as now conducted or as proposed to be conducted; (ii) execute and deliver the Loan Documents; (iii) grant, deed, mortgage, warrant the title to, convey, assign and pledge the Property to Trustee, in trust for the benefit of Lender pursuant to the provisions of this Deed of Trust; and (iv) perform the Obligations.

(c) The execution and delivery of the Loan Documents and the performance of the Obligations do not and will not conflict with or result in a default under any Laws or any Leases or Property Documents and do not and will not conflict with or result in a default under any agreement binding upon Trustor.

(d) The Loan Documents to which Trustor is a party constitute and will continue to constitute legal, valid and binding obligations of Trustor enforceable against it in accordance with their respective terms.

(e) Trustor has not changed its legal name or its state or commonwealth of organization as set forth in Section 2.3, in the four months prior to the date hereof, except as Trustor has disclosed any such change to Lender in writing and delivered to Lender appropriate Uniform Commercial Code search reports in connection therewith.

(f) Trustor has not (i) merged with or into any other entity or otherwise been involved in any reorganization or (ii) acquired substantially all of the assets of any other entity where Trustor became subject to the obligations of such entity, for a period of one year ending on the date hereof, except as Trustor has disclosed any such change, merger, reorganization or acquisition to Lender in writing and delivered to Lender appropriate Uniform Commercial Code search reports in connection therewith.

(g) The Independent Manager has been engaged, appointed and is now an independent manager under the terms of General Partner's certificate of organization, operating agreement or any other organizational filing or document governing the affairs of General Partner.

Section 4.3. No Foreign Person. Trustor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

Section 4.4. Litigation. Except as previously disclosed to Lender in writing, there are no Proceedings or, to Trustor's knowledge, investigations against or affecting Trustor or the Property and, to Trustor's knowledge, there are no facts or circumstances that might give rise to a Proceeding or an investigation against or affecting Trustor or the Property. Trustor will give

Lender prompt notice of the commencement of any Proceeding or investigation against or affecting the Property or Trustor which could have a material adverse effect on the Property or on Lender's interests in the Property or under the Loan Documents and, at Trustor's expense, will appear in and defend any such Proceeding or investigation. Trustor also will deliver to Lender such additional information relating to the Proceeding or investigation as Lender may request from time to time.

ARTICLE 5

PROPERTY STATUS, MAINTENANCE AND LEASES

Section 5.1. Status of the Property.

(a) Trustor has obtained and will maintain in full force and effect all certificates, licenses, permits and approvals that are issued or required by Law or required by any entity having jurisdiction over the Property or over Trustor or that are necessary for the Permitted Use, for occupancy and operation of the Property, for the granting of this Deed of Trust or for the conduct of Trustor's business on the Property in accordance with the Permitted Use.

(b) The Property is and will continue to be serviced by all public utilities required for the Permitted Use of the Property.

(c) All roads and streets necessary for service of and access to the Property for the current or contemplated use of the Property have been completed and are physically open and dedicated to and accepted by the Government for use by the public.

(d) The Property is free from damage caused by a Casualty.

(e) Subject to Trustor's rights under Section 12.3, all costs and expenses of labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full.

Section 5.2. Maintenance of the Property. Trustor will maintain the Property in thorough repair and good and safe condition, suitable for the Permitted Use, including, to the extent necessary, replacing the Fixtures and Personal Property with property at least equal in quality and condition to that being replaced and free of liens other than those in favor of Lender and the Permitted Exceptions. Trustor will not erect any new buildings, building additions or other structures on the Land or otherwise materially alter the Improvements without Lender's prior consent which may be withheld in Lender's sole discretion. The Property will be managed by General Partner or any Affiliate of GGP Inc. Trustor shall not engage any other property manager or enter into any new property management agreement for the Property or any portion thereof without Lender's prior written consent, which may be conditioned on Lender's acceptance of the terms and provisions of such engagement.

Section 5.3. Change in Use. Trustor will use and permit the use of the Property for the Permitted Use and for no other purpose.

Section 5.4. Waste. Trustor will not commit or permit any waste (including economic and non-physical waste), impairment or deterioration of the Property or, except in connection with a Restoration, any alteration, demolition or removal of any of the Property without Lender's prior consent which may be withheld in Lender's sole discretion. This Section 5.4 shall not apply to Trustor's replacement of Fixtures and Personal Property required pursuant to Section 5.2.

Section 5.5. Inspection of the Property. Subject to the rights of tenants under the Leases, Lender, or its agent or independent expert, has the right to enter and inspect the Property on reasonable prior notice, except during the existence of an Event of Default, when no prior notice is necessary. Lender has the right to engage an independent expert to review and report on Trustor's compliance with Trustor's obligations under this Deed of Trust to maintain the Property, comply with Law and refrain from waste, impairment or deterioration of the Property and the alteration, demolition or removal of any of the Property except as may be permitted by the provisions of this Deed of Trust. If the independent expert's report discloses material failure to comply with such obligations or if Lender engages the independent expert after the occurrence of an Event of Default, then the independent expert's review and report will be at Trustor's expense, payable within ten (10) Business Days after written demand therefor.

Section 5.6. Leases and Rents.

(a) Trustor assigns the Leases and the Rents to Lender absolutely and unconditionally and not merely as additional collateral or security for the payment and performance of the Obligations, but subject to a license back to Borrower of the right to collect the Rents unless and until an Event of Default occurs at which time the license will terminate automatically, all as more particularly set forth in the Assignment, the provisions of which are incorporated in this Deed of Trust by reference.

(b) Borrower appoints Lender as Borrower's attorney in fact to execute unilaterally and record, at Lender's election, a document subordinating this Deed of Trust to the Leases, provided that the subordination will not affect (i) the priority of Lender's entitlement to Insurance Proceeds or Condemnation Awards or (ii) the priority of this Deed of Trust over intervening liens or liens arising under or with respect to the Leases.

Section 5.7. Parking. Trustor will provide, maintain, police and light parking areas located on the Property including any sidewalks, aisles, streets, driveways, sidewalk cuts and rights-of-way to and from the adjacent public streets, in a manner consistent with the Permitted Use and sufficient to accommodate the greater of: (i) the number of parking spaces required by Law; or (ii) the number of parking spaces required by the Leases and the Property Documents. Except for incidental uses consistent with the Permitted Use or otherwise approved by Lender, the parking areas will be reserved and used exclusively for ingress, egress and parking for Trustor, tenants and parties to the Property Documents, and their respective employees, customers and invitees or in accordance with the Leases and the Property Documents.

Section 5.8. Separate Tax Lot. The Property is and will remain assessed for real estate tax purposes as one or more wholly independent tax lots, separate from any property that is not part of the Property.

Section 5.9. Changes in Zoning or Restrictive Covenants. Trustor will not (i) initiate, join in or consent to any change in any Laws pertaining to zoning, any restrictive covenant or other restriction which would restrict the Permitted Uses for the Property; (ii) permit the Property to be used to fulfill any requirements of Law for the construction or maintenance of any improvements on property that is not part of the Property; (iii) permit the Property to be used for any purpose not included in the Permitted Use; or (iv) impair the integrity of the Property as a single, legally subdivided zoning lot separate from all other property.

Section 5.10. Lender's Right to Appear. Lender has the right to appear in and defend any Proceeding brought regarding the Property and to bring any Proceeding, in the name and on behalf of Trustor or in Lender's name, which Lender, in its sole discretion, determines should be brought to protect Lender's interest in the Property.

ARTICLE 6

IMPOSITIONS AND RESERVES

Section 6.1. Impositions.

(a) Trustor will pay each Imposition as follows:

(i) Trustor shall pay the amount of all Taxes and Assessments at least 15 days before the date that is the earlier of (i) the date on which any Taxes or Assessments becomes delinquent and (ii) the date on which any penalty, interest or charge for non-payment of such Taxes or Assessments accrues;

(ii) Trustor shall pay the amount of all Impositions, other than Taxes, Assessments, on or before the date that is the earlier of (i) the date on which such Impositions becomes delinquent and (ii) the date on which any penalty, interest or charge for non-payment of such Impositions accrues.

Each of foregoing dates by which such Impositions shall be paid is hereinafter referred to as an "**Imposition Penalty Date**".

(b) At least 10 days before the Imposition Penalty Date with respect to Taxes and Assessments, Trustor will deliver to Lender or its designated agent a receipted bill or other evidence of payment. Upon Lender's request, Trustor shall promptly deliver a receipted bill or other evidence of payment of any other Impositions.

(c) Trustor, at its own expense, may contest any Taxes or Assessments, provided that the following conditions are met:

(i) not less than 30 days prior to the Imposition Penalty Date, Trustor delivers to Lender notice of the proposed contest;

(ii) the contest is by a Proceeding promptly initiated and conducted diligently and in good faith;

- (iii) there is no Event of Default;
- (iv) the Proceeding suspends the collection of the contested Taxes or Assessments;
- (v) the Proceeding is permitted under and is conducted in accordance with the Leases and the Property Documents;
- (vi) the Proceeding precludes imposition of criminal or civil penalties and sale or forfeiture of the Property and Lender will not be subject to any civil suit; and
- (vii) Trustor either deposits with Lender or the Pledge Agent reserves or furnishes a bond or other security satisfactory to Lender, in either case in an amount sufficient to pay the contested Taxes or Assessments, together with all interest and penalties or Trustor pays all of the contested Taxes or Assessments under protest.

Section 6.2. Changes in Tax Laws. If a Law requires the deduction of the Debt from the value of the Property for the purpose of taxation or imposes a tax, either directly or indirectly, on the Debt, any Loan Document or Lender's interest in the Property, Trustor will pay the tax with interest and penalties, if any. If Lender determines that Trustor's payment of the tax may be unlawful, unenforceable, usurious or taxable to Lender, the Debt will become immediately due and payable on 60 days' prior notice unless the tax must be paid within the 60-day period, in which case, the Debt will be due and payable within the lesser period; provided that no Prepayment Premium shall be payable for any prepayment made pursuant to this Section 6.2.

Section 6.3. Tax Reserves. Pursuant to the Tax Reserve Agreement, reserves for Taxes and Assessments have been established with Lender or Pledge Agent. Trustor has made initial deposits in such reserves and will make deposits with Lender or Pledge Agent with respect to such reserves as more particularly described in the Tax Reserve Agreement. Notwithstanding the provisions of Section 6.1, Lender shall pay, or shall cause to be paid, any Taxes or Assessments pursuant to the terms of the Tax Reserve Agreement, to the extent sufficient funds are available for the payment thereof, and provided that all conditions precedent to the disbursement of funds for Taxes or Assessments shall have been satisfied, as more particularly described in the Tax Reserve Agreement. If there does not exist sufficient funds available in the Tax and Assessment Reserve for the payment of any Taxes or Assessments, or if any of said conditions precedent to the disbursement thereof is unsatisfied, then Trustor shall remain obligated to pay all Taxes and Assessments pursuant to Section 6.1.

Section 6.4. Supplemental Reserves. Pursuant to the Supplemental Reserve Agreement, reserves for future tenant improvement costs, leasing commissions and costs for capital repairs and replacements have been established with Lender or Pledge Agent. Trustor shall be required to make deposits in such reserves with Lender or Pledge Agent following a "Trigger Event" as defined and more particularly described in the Supplemental Reserve Agreement. So long as funds are on deposit in such reserves, Lender shall pay, or shall cause to be paid, any future tenant improvement costs, leasing commissions and costs for capital repairs and replacements pursuant to the terms of the Supplemental Reserve Agreement, to the extent

sufficient funds are available for the payment thereof, and provided that all conditions precedent to the disbursement of funds for future tenant improvement costs, leasing commissions and costs for capital repairs and replacements shall have been satisfied, as more particularly described in the Supplemental Reserve Agreement. If there does not exist sufficient funds available in the Supplemental Reserve for the payment of any future tenant improvement costs, leasing commissions and costs for capital repairs and replacements, or if any of said conditions precedent to the disbursement thereof is unsatisfied, then Trustor shall remain obligated to pay all future tenant improvement costs and costs, leasing commissions for capital repairs and replacements.

ARTICLE 7

INSURANCE, CASUALTY, CONDEMNATION AND RESTORATION

Section 7.1. Insurance Coverages.

(a) Trustor will maintain such insurance coverages and endorsements in form and substance as Lender may from time to time require, in the exercise of its reasonable discretion as a prudent lender would with respect to similar properties. The insurance will be in an amount equal to 100% of the full replacement cost of the Improvements and Personal Property (without deduction for depreciation) and will include fire, extended coverage, vandalism, malicious mischief, sprinkler leakage, boiler and machinery, terrorism coverage, windstorm, earthquake and flood insurance (if located in an area identified as an earthquake or flood zone), and a minimum of 12 months of rent loss insurance. The insurance will also include commercial general liability coverage of up to \$25,000,000 in substance and amount satisfactory to Lender naming Lender as an additional insured, provided, an umbrella or excess insurance policy may be used to meet the \$25,000,000 requirement. Until Lender notifies Trustor of changes in Lender's requirements, Trustor will maintain not less than the insurance coverages and endorsements Lender required for closing of the Loan.

(b) The insurance, including renewals, required under this Section will be issued on valid and enforceable policies and endorsements satisfactory to Lender (the "**Policies**"). Each Policy will contain a standard waiver of subrogation and replacement cost coverage and will provide that Lender will receive not less than 30 days' prior written notice of any cancellation, termination or non-renewal of a Policy or any material change other than an increase in coverage and that Lender will be named under a standard mortgagee endorsement on the property insurance as mortgagee and loss payee.

(c) The insurance companies issuing the Policies (the "**Insurers**") must be authorized to do business in the state or commonwealth where the Property is located, must have been in business for at least 5 years, each must carry an A.M. Best Company, Inc. policy holder rating of A- or better and an A.M. Best Company, Inc. financial category rating of Class X or better and must be otherwise reasonably satisfactory to Lender, or the Insurers may be a syndicate of insurers through which at least 75% of the coverage (if there are 4 or fewer members of the syndicate) or at least 60% of the coverage (if there are 5 or more members of the syndicate) is with carriers having such claims-paying ability ratings of not less than "A:X" by A.M. Best

Company, Inc. (provided that such carriers shall have claims-paying ability ratings of not less than "A:VII" by A.M. Best Company, Inc. and provided further that the primary level of coverage is provided by carriers having claims-paying ability ratings of not less than "A:X" by A.M. Best Company, Inc.), or such lower ratings as shall be approved by Lender. Should A.M. Best Company, Inc. cease to be the industry standard agency rating the claims paying ability of insurers, Lender may reasonably select an alternative credit rating agency. Notwithstanding Lender's right to approve the Insurers and to establish credit rating standards for the Insurers, Lender will not be responsible for the solvency of any Insurer.

(d) Notwithstanding Lender's rights under this Article, Lender will not be liable for any loss, damage or injury resulting from the inadequacy or lack of any insurance coverage.

(e) Trustor will comply with the provisions of the Policies and with the requirements, notices and demands imposed by the Insurers and applicable to Trustor or the Property.

(f) Trustor will pay the insurance premiums for each Policy on or prior to the date such premiums become due and payable. Except as set forth in Section 7.1(h) below, Trustor will deliver to Lender an insurance policy marked "Paid" not less than 15 days prior to the expiration date of each Policy being replaced or renewed. In the event Trustor is unable to deliver a certified copy 15 days prior to the expiration date, Trustor will provide evidence of the renewed coverage by delivering to Lender an Acord 27 (2004/04 or 1993/03) or Acord 28 (2003/10) or the current industry equivalent until a certified copy is available and delivered to Lender.

(g) Trustor will not carry separate insurance concurrent in kind or form or contributing in the event of loss with any other insurance carried by Trustor.

(h) If Trustor elects to carry any of the insurance required under this Section on a blanket or umbrella policy, such policy will provide the same coverage and protection as would a separate policy insuring only the Property, and Borrower shall deliver to Lender an Acord 27 (2004/04 or 1993/03) or Acord 28 (2003/10) or the current industry equivalent evidencing the same in lieu of a certified copy of the Policy otherwise required by Section 7.1(f) above.

(i) Trustor will give the Insurers and Lender prompt notice of any change in ownership or occupancy of the Property that may result in a change in the insurance requirements for the Property. This subsection does not abrogate the prohibitions on transfers set forth in this Deed of Trust.

(j) If the Property is sold at a foreclosure sale or otherwise is transferred so as to extinguish the Obligations, all of Trustor's right, title and interest in and to any non-blanket Policies then in force and all proceeds payable with respect to the Property pursuant to the Policies (whether or not they constitute blanket Policies) will be transferred automatically to the purchaser or transferee.

Section 7.2. Casualty and Condemnation.

(a) Trustor will give Lender notice of any Casualty promptly after it occurs and will give Lender notice of any Condemnation Proceeding promptly after Trustor receives notice of commencement or notice that such a Condemnation Proceeding will be commencing. Trustor promptly will deliver to Lender copies of all documents Trustor delivers or receives relating to the Casualty or the Condemnation Proceeding, as the case may be.

(b) Trustor authorizes Lender, at Lender's option, to act on Trustor's behalf to collect, adjust and compromise any claims for loss, damage or destruction under the Policies on such terms as Lender determines in Lender's sole discretion. Trustor authorizes Lender to act, at Lender's option, on Trustor's behalf in connection with any Condemnation Proceeding. Trustor will execute and deliver to Lender all documents requested by Lender and all documents as may be required by Law to confirm such authorizations. Nothing in this Section will be construed to limit or prevent Lender from joining with Trustor either as a co-defendant or as a co-plaintiff in any Condemnation Proceeding. Notwithstanding the foregoing, Lender hereby agrees that it will not elect to so act on Trustor's behalf so long as no default exists under the Loan Documents and provided the estimated Proceeds from such Casualty or Condemnation Proceeding, together with any estimated Specialty Proceeds from any Specialty Casualty or Specialty Condemnation Proceeding arising in respect of the same event or proceeding as the Casualty or Condemnation Proceeding at issue, as determined in the reasonable estimation of Lender, will not exceed an aggregate of \$5,000,000.00 (the "Threshold Amount").

(c) If Lender elects not to act on Trustor's behalf as provided in Section 7.2(b), then Trustor promptly will file and prosecute all claims (including Lender's claims) relating to the Casualty and will prosecute or defend (including defense of Lender's interest) any Condemnation Proceeding. Trustor will have the authority to settle or compromise the claims or Condemnation Proceeding, as the case may be, provided that Lender has approved in Lender's sole discretion any compromise or settlement that exceeds the Threshold Amount. Any check for Insurance Proceeds or Condemnation Awards, as the case may be (the "Proceeds") will be made payable to Lender and Trustor. If any Proceeds are paid to Trustor, Trustor promptly will deposit the Proceeds with Lender, to be applied or disbursed in accordance with the provisions of this Deed of Trust. Lender will be responsible for only the Proceeds actually received by Lender.

Section 7.3. Application of Proceeds. After deducting the reasonable costs incurred by Lender in collecting the Proceeds, Lender may, in its sole discretion but subject to Section 7.4: (i) apply the Proceeds as a credit against any portion of the Debt selected by Lender in its sole discretion, provided that no Prepayment Premium shall be payable for any prepayment resulting from such application of Proceeds; (ii) apply the Proceeds to restore the Improvements, provided that Lender will not be obligated to see to the proper application of the Proceeds and provided further that any amounts released for Restoration will not be deemed a payment on the Debt; or (iii) deliver the Proceeds to Trustor.

Section 7.4. Conditions to Availability of Proceeds for Restoration. Notwithstanding the preceding Section, after a Casualty or a Condemnation (a "Destruction Event"), Lender will make the Proceeds (less any reasonable costs incurred by Lender in collecting the Proceeds)

available for Restoration in accordance with the conditions for disbursements set forth in the Section entitled "*Restoration*", provided that the following conditions are met:

(a) La Cantera Retail Limited Partnership or the transferee under a Permitted Transfer, if any, continues to be Trustor at the time of the Destruction Event and at all times thereafter until the Proceeds have been fully disbursed;

(b) no default under the Loan Documents exists at the time of the Destruction Event and no Event of Default has occurred during the 12 months prior to the Destruction Event;

(c) all Property Documents in effect immediately prior to the Destruction Event continue in full force and effect notwithstanding the Destruction Event, except as otherwise approved by Lender;

(d) Leases and Specialty Leases demising, in the aggregate, rentable space equal to or greater than 75% of the total rentable space in the Properties which has been demised under executed Leases and the Specialty Leases in effect as of the date of the Destruction Event, or Leases and Specialty Leases in substitution thereof (which have been entered into in accordance with the provisions of the Loan Documents) continue in full force and effect notwithstanding the Destruction Event, except as otherwise approved by Lender;

(e) for the 12 month period immediately preceding the Destruction Event, the annual Debt Service Coverage was at least 1.50, and at the time of the Destruction Event, is at least 1.50 (calculated on a pro forma basis for the immediately following 12-month period which, for the purposes of this Section 7.4(e) only, shall include all proceeds of business interruption insurance during such period as Rents and/or "Rents" (as defined in the Specialty Deed of Trust), as applicable), provided that, if the Net Operating Income does not provide such Debt Service Coverage, then Trustor expressly authorizes and directs Lender (at Lender's sole discretion) to apply an amount from the Proceeds to reduction of Principal in order to reduce the annual Debt Service Payments sufficiently for such Debt Service Coverage to be achieved. The reduced debt service payments will be calculated using the Fixed Interest Rate and an amortization schedule that will achieve the same proportionate amortization of the reduced Principal over the then remaining Term as would have been achieved if the Principal and the originally scheduled Debt Service Payments had not been reduced. Trustor will execute any documentation that Lender deems reasonably necessary to evidence the reduced Principal and debt service payments; and

(f) Lender is satisfied that Restoration will be completed on or before the date (the "**Restoration Completion Date**") that is the earliest of: (A) 12 months prior to the Maturity Date; (B) the expiration of any Insurance Proceeds receivable under any business interruption Policies in connection with such Destruction Event; (C) the earliest date required for completion of Restoration under any Lease or any Property Document; or (D) any date required by Law.

Section 7.5. Restoration.

(a) Notwithstanding the provisions of Section 7.4, if the total Proceeds for any Destruction Event, together with the total Specialty Proceeds for any Specialty Destruction Event in respect of the same event or proceeding as the Destruction Event at issue, are collectively not

greater than the Threshold Amount, Trustor will commence Restoration promptly after the Destruction Event and Lender will disburse to Trustor the entire amount of such Proceeds received by Lender, provided:

- (i) no Event of Default shall have occurred and be continuing;
 - (ii) the Destruction Event shall not have resulted in loss of access to the Property or the Improvements unless substitute access reasonably satisfactory to Lender is available to the Property; and
 - (iii) the Restoration shall be done and completed by Trustor in compliance with all Laws.
- (b) If the total Proceeds for any Destruction Event, together with the total Specialty Proceeds for any Specialty Destruction Event in respect of the same event or proceeding as the Destruction Event at issue, collectively exceed the Threshold Amount and Lender elects or is obligated by Law or under this Article to make the Proceeds available for Restoration, Lender will disburse the Proceeds and any Additional Funds, together with any interest thereon (the "**Restoration Funds**") upon Trustor's request as Restoration progresses, generally in accordance with normal construction lending practices for disbursing funds for construction costs, provided that the following conditions are met:
- (i) Trustor commences Restoration promptly after the Destruction Event and completes Restoration on or before the Restoration Completion Date;
 - (ii) if Lender requests, Trustor delivers to Lender prior to commencing Restoration, for Lender's approval, plans and specifications and a detailed budget for the Restoration;
 - (iii) Trustor delivers to Lender satisfactory evidence of the costs of Restoration incurred prior to the date of the request, and such other documents as Lender may request including mechanics' lien waivers and title insurance endorsements;
 - (iv) Trustor pays all costs of Restoration whether or not the Restoration Funds are sufficient and, if at any time during Restoration, Lender determines that the undisbursed balance of the Restoration Funds is insufficient to complete Restoration, Trustor deposits with Lender, as part of the Restoration Funds, an amount equal to the deficiency within 30 days of receiving notice of the deficiency from Lender; and
 - (v) there is no default under the Loan Documents at the time Trustor requests funds or at the time Lender disburses funds.
- (c) If an Event of Default occurs at any time after the Destruction Event, then Lender will have no further obligation to make any remaining Proceeds available for Restoration and may apply any remaining Proceeds as a credit against any portion of the Debt selected by Lender in its sole discretion.

(d) Lender may elect at any time prior to commencement of Restoration or while work is in progress to retain, at Trustor's expense, an independent engineer or other consultant to review the plans and specifications, to inspect the work as it progresses and to provide reports. If any matter included in a report by the engineer or consultant is unsatisfactory to Lender, Lender may suspend disbursement of the Restoration Funds until the unsatisfactory matters contained in the report are resolved to Lender's satisfaction.

(c) If Trustor fails to commence and complete Restoration in accordance with the terms of this Article, then in addition to the Remedies, Lender may elect to restore the Improvements on Trustor's behalf and reimburse itself out of the Restoration Funds for costs and expenses incurred by Lender in restoring the Improvements, or Lender may apply the Restoration Funds as a credit against any portion of the Debt selected by Lender in its sole discretion.

(f) Lender may commingle the Restoration Funds with its general assets and will not be liable to pay any interest or other return on the Restoration Funds unless otherwise required by Law. Lender will not hold any Restoration Funds in trust. Lender may elect to deposit the Restoration Funds with a depository satisfactory to Lender under a disbursement and security agreement satisfactory to Lender.

(g) Trustor will pay all of Lender's reasonable expenses incurred in connection with a Destruction Event or Restoration. If Trustor fails to do so, then in addition to the Remedies, Lender may from time to time reimburse itself out of the Restoration Funds.

(h) If any excess Proceeds remain after Restoration, Lender may elect, in its sole discretion either to apply the excess as a credit against any portion of the Debt as selected by Lender in its sole discretion or to deliver the excess to Trustor.

ARTICLE 8

COMPLIANCE WITH LAW AND AGREEMENTS

Trustor hereby confirms that, as of the date hereof, the representations and warranties contained in this Article 8 are true, correct and complete and covenants that until the Debt has been repaid in full, it shall take the actions or refrain from taking the actions as required by this Article 8 and shall cause any representations and warranties that are expressly prospective in nature to be true, correct and complete on every day that the Debt is outstanding:

Section 8.1. Compliance with Law. Except as set forth on **Schedule 8.1**, Trustor, the Property and the use of the Property comply and will continue to comply with Law and with all agreements and conditions necessary to preserve and extend all rights, licenses, permits, privileges, franchises and concessions (including zoning variances, special exceptions and non-conforming uses) relating to the Property or Trustor. Trustor will notify Lender of the commencement of any investigation or Proceeding relating to a possible violation of Law promptly after Trustor receives notice thereof and will deliver promptly to Lender copies of all documents Trustor receives or delivers in connection with the investigation or Proceeding.

Trustor will not alter the Property in any manner that would increase Trustor's responsibilities for compliance with Law.

Section 8.2. Compliance with Agreements.

(a) Except as set forth on **Schedule 8.2**, there are no defaults, events of defaults or events which, with the passage of time or the giving of notice, would constitute an event of default under the Property Documents. Trustor will pay and perform all of its obligations under the Property Documents as and when required by the Property Documents. Trustor will cause all other parties to the Property Documents to pay and perform their obligations under the Property Documents as and when required by the Property Documents. Trustor will not amend or waive any provisions of the Property Documents; exercise any options under the Property Documents; give any approval required or permitted under the Property Documents that would adversely affect the Property or Lender's rights and interests under the Loan Documents; cancel or surrender any of the Property Documents; or release or discharge or permit the release or discharge of any party to or entity bound by any of the Property Documents, which would, in each instance have a material adverse effect on the Property, Trustor's ability to pay and perform its obligations under the Loan Documents, or Lender's rights and interests in and to the Property and under the Loan Documents, without, in each instance, Lender's prior approval (excepting therefrom all service contracts or other agreements entered into in the normal course of business that are cancelable upon not more than 30 days notice). Trustor promptly will deliver to Lender copies of any notices of default or of termination that Trustor receives or delivers relating to any Property Document.

(b) Notwithstanding the provisions of Section 8.2(a) above, with Lender's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) Trustor shall be entitled to enter into (i) non-material easements and other property agreements which do not adversely affect the value of the Property and which are subordinate to the lien of this Deed of Trust, (ii) an amendment to that certain Construction, Operation and Reciprocal Easement Agreement recorded on March 3, 2004 in the Bexar County, Texas Official Public Records in Volume 10600, Page 0409 and as Document No. 2004004945, such amendment being in form and substance substantially similar to the form attached hereto as **Exhibit E**, and (iii) that certain Electric Line Right-of-Way Agreement granted by Trustor to the City of San Antonio, as part of its electric and gas system, in form and substance identical to the form attached hereto as **Exhibit F**. With respect to the matters described in clauses (ii) and (iii) of this paragraph, Lender shall, upon request of Trustor, execute and deliver a document in recordable form acknowledging Lender's consent to such instrument and subordination of its Lender's interest under this Deed of Trust to the same.

(c) Notwithstanding the provisions of Section 8.2(a), Lender hereby agrees that it shall not unreasonably withhold its consent or subordination to any utility or similar easement or agreement which customarily requires a mortgage lender's consent or subordination to the lien of its mortgage thereto.

Section 8.3. ERISA Compliance.

(a) Neither Trustor nor any of Trustor's constituent entities is or will be an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**") that is subject to Title I of ERISA or a "plan" as defined in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code, and neither the assets of Trustor or of Trustor's constituent entities are or will constitute "plan assets" of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code.

(b) Trustor is not and will continue not to be a "governmental plan" within the meaning of Section 3(32) of ERISA and transactions by or with Trustor are not and will not be subject to any Laws regulating investments of and fiduciary obligations with respect to governmental plans.

(c) Trustor will not engage in any transaction which would cause any obligation or any action under the Loan Documents, including Lender's exercise of the Remedies, to be a non-exempt prohibited transaction under ERISA.

Section 8.4. Anti-Terrorism.

(a) None of Trustor or any of its Affiliates is in violation of any of the Anti-Terrorism Laws, including Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), and the Bank Secrecy Act, 31 U.S.C. §5311 et seq. Trustor covenants that neither Trustor nor any of its Affiliates will at any time during the term of the Loan be in violation of any of the Anti-Terrorism Laws.

(b) None of Trustor or any of its Affiliates is a Prohibited Person or is in violation of any of the Laws relating to Prohibited Persons. A "**Prohibited Person**" is (A) a person designated as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of such list, or any person or entity owned or controlled by or acting for or on behalf of such a person; (B) an agency of the government of a country, or an organization controlled by a country, or a person resident in a country that is subject to trade restrictions or a sanctions program under any of the economic sanctions of the United States administered by the United States Department of the Treasury's Office of Foreign Assets Control; or (C) a person or entity (including a country or government) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Laws. Trustor and its Affiliates will at all times comply with all Laws relating to Prohibited Persons.

(c) The term "**Affiliate**" is defined as any person that controls, is under common control with, or is controlled by another person.

(d) The Loan proceeds will not be used for any illegal purposes and no portion of the Property or Trustor has been acquired with funds derived from illegal activities.

(e) Trustor covenants and agrees to deliver to Lender any certification or other evidence requested from time to time by Lender in its sole discretion, confirming Trustor's compliance with this Section 8.4. The representations and warranties set forth in said subparagraphs shall be deemed repeated and reaffirmed by Trustor as of each date that Trustor makes a payment to Lender under the Loan Documents or receives any payment from Lender.

Section 8.5. Section 6045(e) Filing. Trustor will supply or cause to be supplied to Lender either (i) a copy of a completed Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Proceeds prepared by Trustor's attorney or other person responsible for the preparation of the form, together with a certificate from the person who prepared the form to the effect that the form has, to the best of the preparer's knowledge, been accurately prepared and that the preparer will timely file the form; or (ii) a certification from Trustor that the Loan is a refinancing of the Property or is otherwise not required to be reported to the Internal Revenue Service pursuant to Section 6045(e) of the Code. Under no circumstances will Lender or Lender's counsel be obligated to file the reports or returns.

ARTICLE 9

ENVIRONMENTAL

Section 9.1. Environmental Representations and Warranties.

Except as disclosed in the Environmental Report and to Trustor's knowledge as of the date of this Deed of Trust:

(a) no Environmental Activity has occurred or is occurring on the Property other than the use, storage, and disposal of Hazardous Materials which (i) is in the ordinary course of business consistent with the Permitted Use; (ii) is in compliance with all Environmental Laws and (iii) has not resulted in Material Environmental Contamination of the Property; and

(b) no Environmental Activity has occurred or is occurring on any property in the vicinity of the Property which has resulted in Material Environmental Contamination of the Property.

Section 9.2. Environmental Covenants.

(a) Trustor will not cause or permit any Material Environmental Contamination of the Property.

(b) Trustor will not cause or permit any Environmental Activity to occur on the Property, and, should Trustor become aware of any Environmental Activity occurring on the Property caused by one or more third parties, Trustor will take all actions necessary to cause such Environmental Activity to cease or to comply with Environmental Laws, provided that this Section 9.2(b) shall not apply to the use, storage and disposal of Hazardous Materials which (i) is in the ordinary course of business consistent with the Permitted Use; (ii) is in compliance with all Environmental Laws; and (iii) does not create a risk of Material Environmental Contamination of the Property.

(c) Trustor will notify Lender promptly upon Trustor becoming aware of (i) any Material Environmental Contamination of the Property or (ii) any Environmental Activity with respect to the Property that is not in accordance with the preceding subsection (b). Trustor promptly will deliver to Lender copies of all documents delivered to or received by Trustor regarding the matters set forth in this subsection, including notices of Proceedings or investigations concerning any Material Environmental Contamination of the Property or Environmental Activity or concerning Trustor's status as a potentially responsible party (as defined in the Environmental Laws). Trustor's notification of Lender in accordance with the provisions of this subsection will not be deemed to excuse any default under the Loan Documents resulting from the violation of Environmental Laws or the Material Environmental Contamination of the Property or Environmental Activity that is the subject of the notice. If Trustor receives notice of a suspected violation of Environmental Laws in the vicinity of the Property that poses a risk of Material Environmental Contamination of the Property, Trustor will give Lender notice and copies of any documents received relating to such suspected violation.

(d) From time to time at Lender's request, Trustor will deliver to Lender any information known and documents available to Trustor relating to the environmental condition of the Property.

(e) Lender may perform or engage an independent consultant to perform an assessment of the environmental condition of the Property and of Trustor's compliance with this Section on an annual basis, or at any other time if Lender has reasonable cause to believe that Trustor is not in compliance with the terms of this Article, or after an Event of Default. In connection with the assessment: (i) Lender or consultant may enter and inspect the Property and perform tests of the air, soil, ground water and building materials; (ii) Trustor will cooperate and use best efforts to cause tenants and other occupants of the Property to cooperate with Lender or consultant; (iii) Trustor will receive a copy of any final report prepared after the assessment, to be delivered to Trustor not more than 10 days after Trustor requests a copy and executes Lender's standard confidentiality and waiver of liability letter; (iv) Trustor will accept custody of and arrange for lawful disposal of any Hazardous Materials required to be disposed of as a result of the tests; (v) Lender will not have liability to Trustor with respect to the results of the assessment, except to the extent caused by the gross negligence or willful misconduct of Lender; and (vi) Lender will not be responsible for any damage to the Property resulting from the tests described in this subsection and Trustor will look solely to the consultants to reimburse Trustor for any such damage. The consultant's assessment and reports will be at Trustor's expense (i) if the reports disclose any material adverse change in the environmental condition of the Property from that disclosed in the Environmental Report; (ii) if Lender engaged the consultant when Lender had reasonable cause to believe Trustor was not in compliance with the terms of this Article and, after written notice from Lender, Trustor failed to provide promptly reasonable evidence that Trustor is in compliance; or (iii) if Lender engaged the consultant after the occurrence of an Event of Default.

(f) If Lender has reasonable cause to believe that there is Environmental Activity at the Property, Lender may elect in its sole discretion to release from the lien of this Dccd of Trust any portion of the Property affected by the Environmental Activity and Trustor will accept the release.

ARTICLE 10

FINANCIAL REPORTING

Section 10.1. Financial Reporting.

(a) Trustor will deliver to Lender within 90 days after the close of each Fiscal Year, an annual financial statement (the "**Annual Financial Statement**") for Trustor for the prior Fiscal Year, which will include a comparative balance sheet, an income and expense statement on a cash basis, including operating costs, capital expenditures and leasing costs, and if requested, all supporting schedules. The Annual Financial Statement will be:

(i) certified by an officer of Trustor as being (A) true, correct and complete in all respects, (B) included without modification within the consolidated financial statements of GGP Limited Partnership (and, following the emergence of General Growth Properties, Inc. and GGP Limited Partnership from bankruptcy, included without modification within the consolidated financial statements of the ultimate parent of Borrower), and (C) a fair representation of the financial position of Trustor; and

(ii) separate and distinct from any consolidated statement or report for Trustor or any other entity or any other property.

(b) Simultaneously with the delivery of the Annual Financial Statement, Trustor will deliver to Lender a certified rent roll for the Property in form and content substantially similar to the rent roll previously delivered to, and accepted by, Lender, certified by an officer of Trustor as being true, correct, complete in all material respects and such delivery shall be deemed to satisfy the requirement to deliver the Annual Certification of Rent Roll as required by the Assignment of Leases and Rents.

(c) Trustor will keep full and accurate Financial Books and Records for each Fiscal Year. Trustor will permit Lender or Lender's accountants or auditors to inspect or audit the Financial Books and Records from time to time and upon not less than one (1) days' prior notice. Trustor will maintain the Financial Books and Records for each Fiscal Year for not less than 3 years after the date Trustor delivers to Lender the Annual Financial Statement and the other financial certificates, statements and information to be delivered to Lender for the Fiscal Year. Financial Books and Records will be maintained at Trustor's address set forth in the section entitled "*Notices*" or at any other location as may be approved by Lender. Any inspection conducted by Lender or its accountants or auditors under this Section 10.1(c) shall be made at Lender's cost and expense, unless an Event of Default exists or such inspection reveals a material inconsistency with any information previously provided by Trustor, in which case Trustor shall bear all costs and expenses of such inspections.

Section 10.2. Interim Financial Information and Rent Roll.

(a) Trustor will deliver to Lender within 45 days after the end of each of the first three fiscal quarters of each Fiscal Year (i) cash basis income and expense statements for the Property for the immediately preceding fiscal quarter, as well as for the year-to-date (ii) a current

Rent Roll for the Property and (iii) any proposed changes to the Budget, it being understood and agreed that, if so requested by Lender, each item required to be delivered pursuant to this clause (a) shall be accompanied by a certification from Trustor confirming that the information so delivered is true, correct and complete in all material respects;

(b) Simultaneously with the delivery of the quarterly financial information required under clause (a) above, Trustor will deliver to Lender a certificate disclosing any contracts with affiliates of Trustor in connection with the Property; and

(c) Trustor will deliver to Lender any other information with respect to the operation and management of Trustor and Property as Lender may request from time to time within 15 days of the request.

Section 10.3. Annual Budget.

(a) Not less than 60 days prior to the end of each Fiscal Year, Trustor shall deliver to Lender a detailed comparative budget (the "**Budget**") for the Property for the then current and succeeding Fiscal Year showing anticipated Rents and Operating Expenses, including projected capital and tenant improvement costs, and any other information Lender requests.

(b) Trustor waives any defense or right of offset to the Obligations, and any claim or counterclaim against Lender, arising out of any discussions between Trustor and Lender regarding any Budget delivered to Lender, including any defense, right of offset, claim or counterclaim alleging in substance, that by virtue of such delivery, discussions or resolution, Lender has interfered with, influenced or controlled Trustor or the operations at the Property.

Section 10.4. Material Non-Public Information. Prior to delivering any information that may constitute material non-public information with respect to a company whose shares are publicly traded, Trustor shall endeavor to notify Lender in advance of any such proposed delivery, it being understood and agreed, however, that any breach of this provision by Trustor shall not constitute a default or Event of Default hereunder.

ARTICLE 11

EXPENSES AND DUTY TO DEFEND

Section 11.1. Payment of Expenses.

(a) Trustor is obligated to pay all reasonable fees and expenses (the "**Expenses**") that are (i) incurred by Lender or Pledge Agent in respect of the Loan, any Loan Document, the Property or Trustor; (ii) charged by Lender in consideration of processing any request by or on behalf of Trustor for an action or consent of Lender under the Loan Documents, which charges will be determined by Lender in its reasonable discretion; or (iii) are otherwise payable in connection with the Loan, the Property or Trustor, including reasonable attorneys' fees and expenses and any fees and expenses relating to (A) the preparation, execution, acknowledgment, delivery and recording or filing of the Loan Documents; (B) any Proceeding or other claim asserted against Lender or any Proceeding described in the Section entitled "*Lender's Right to*

Appear"; (C) any inspection, assessment, survey and test permitted under the Loan Documents; (D) any Destruction Event; (E) the preservation of Lender's title, security and the exercise of any rights or remedies available at Law, in equity or otherwise; (F) administration of the Loan; (G) the Leases and the Property Documents; (H) any Proceeding in or for bankruptcy, insolvency, reorganization or other debtor relief or similar Proceeding relating to Trustor, the Property or any person liable under any guarantee, indemnity or other credit enhancement delivered in connection with the Loan; and (I) any matter described, directly or by reference, in the Specialty Deed of Trust in the Section entitled "*Payment of Expenses*" contained therein.

(b) Trustor will pay the Expenses within ten (10) Business Days after written demand therefor, together with any applicable interest, premiums or penalties. If Lender pays any of the Expenses, Trustor will reimburse Lender the amount paid by Lender payable within ten (10) Business Days after written demand therefor, together with interest on such amount at the Default Interest Rate from the date Lender paid the Expenses through and including the date Lender receives such reimbursement. The Expenses together with any applicable interest, premiums or penalties constitute a portion of the Debt secured by this Deed of Trust.

Section 11.2. Duty to Defend. If Lender or any of its trustees, officers, participants, employees or affiliates is a party in any Proceeding relating to the Property, Trustor, the Loan or any proceeding described in the Specialty Deed of Trust in the Section entitled "*Duty to Defend*", Trustor will indemnify and hold harmless the party, except to the extent of such party's gross negligence and willful misconduct, and will defend the party with attorneys and other professionals retained by Trustor and approved by Lender. Lender may elect to engage its own attorneys and other professionals, at Trustor's expense, to defend or to assist in the defense of the party. In all events, case strategy will be determined by Lender if Lender so elects and no Proceeding (or such other proceeding described in the Specialty Deed of Trust) will be settled without Lender's prior approval which may be withheld in its sole discretion.

ARTICLE 12

TRANSFERS, LIENS AND ENCUMBRANCES

Section 12.1. Prohibitions on Transfers, Liens and Encumbrances.

(a) Trustor acknowledges that in making the Loan, Lender is relying to a material extent on the business expertise and net worth of Trustor and Trustor's general partners, members or principals and on the continuing interest that each of them has, directly or indirectly, in the Property. Accordingly, except as specifically set forth in this Deed of Trust, Trustor (i) will not, and will not permit its partners, members or principals to, effect a Transfer without Lender's prior approval, which may be withheld in Lender's sole discretion and (ii) will keep the Property free from all liens and encumbrances other than the lien of this Deed of Trust and the Permitted Exceptions. A "**Transfer**" is defined as any sale, grant, lease (other than: (i) bona fide third-party space leases with tenants permitted under the terms of the Loan Documents or as otherwise approved by Lender, and (ii) takings by a governmental authority effected through the final adjudication of a condemnation proceeding), conveyance, assignment or other transfer of, or any encumbrance or pledge against, the Property, any interest in the Property, any interest of

Trustor's partners, members or principals in the Property, or any change in Trustor's composition, in each instance whether voluntary or involuntary, direct or indirect, by operation of law or otherwise (including mergers affecting any constituent entity) and including the grant of an option or the execution of an agreement relating to any of the foregoing matters.

(b) Trustor represents, warrants and covenants that Trustor is a Texas limited partnership whose sole general partner is La Cantera Holding GP, LLC, a Delaware limited liability company.

Section 12.2. Permitted Transfers.

(a) Notwithstanding the prohibitions regarding Transfers, a Permitted Transfer may occur without Lender's prior consent, provided that the following conditions are met:

(i) at least 30 days prior to the proposed Permitted Transfer, Trustor delivers to Lender a notice that is sufficiently detailed to enable Lender to determine that the proposed Permitted Transfer complies with the terms of this Section, provided that such notice shall not be required in connection with a Permitted Transfer described in Section 12.2(c)(i), and further provided that with respect to a Permitted Transfer of an indirect interest in Trustor described in Section 12.2(c)(ii) and a Permitted Transfer described in Section 12.2(c)(iii), no such notice shall be required if prohibited by law or regulation, or, if not so prohibited, such notice shall be given as soon as commercially reasonable;

(ii) no Event of Default has occurred and is continuing under the Loan Documents either when Lender receives the notice or when the proposed Permitted Transfer occurs and all payment obligations of Trustor to Lender have been paid through the date of the Permitted Transfer;

(iii) the proposed Permitted Transfer will not result in a violation of any of the covenants or representations contained in the Section entitled "*ERISA Compliance*", "*Anti-Terrorism*" or "*Independent Manager; Single-Purpose Entity Representations, Warranties and Covenants*" and Trustor will deliver to Lender such documentation of compliance as Lender requests in its sole discretion;

(iv) when Lender receives the notice and when the proposed Permitted Transfer occurs, the transferee has never been an adverse party to Lender in any litigation to which Lender was a party; the transferee has never defaulted on a loan from Lender or on any contract or other agreement with Lender (other than a default arising under the loan which was refinanced by the Loan, and other than a default which was cured prior to any actual exercise of any remedies by Lender); and the transferee has never threatened litigation against Lender (for purposes of this subsection, "transferee" includes the transferee's constituent entities at all levels and "Lender" includes the Lender's constituent entities at all levels, and their respective subsidiaries);

(v) Trustor pays all of Lender's reasonable expenses relating to the Transfer, including Lender's attorneys' fees;

(vi) Lender is satisfied that the Property will be managed by a property manager reasonably satisfactory to Lender (which, if reasonably satisfactory to Lender, may be Trustor); and

(vii) On the date of the proposed Permitted Transfer, if so requested by Lender, a Uniform Commercial Code search report is delivered to Lender relating to (A) the transferee, (B) any predecessor entity that transferee merged with or into, and (C) any entity where transferee acquired substantially all of its assets, in each case satisfactory to Lender and indicating that Lender's security interest in such portion of the Property as is perfected by filing a financing statement is prior to all other security interests reflected in the report.

(b) Upon compliance with the conditions set forth in the preceding subsection, the following Transfers (the "**Permitted Transfers**") may occur without Lender's prior consent:

(i) a one-time sale (a "**One-Time Sale**") of the Property to an unaffiliated bona fide purchaser, provided that Lender has declined to exercise any right to purchase the Property Lender may have pursuant to an express provision in this Deed of Trust and the following conditions are met:

(A) the transferee has a net worth of at least \$100,000,000.00;

(B) the transferee is an Institutional Investor or a developer or manager of first-class commercial real estate comparable to the Property and having a good reputation in the industry (each a "**Qualified Transferee**");

(C) the transferee has expressly assumed the obligations of Trustor under the Property Documents and under the Loan Documents;

(D) Lender, in its sole discretion, may require evidence satisfactory to it that immediately prior to the One-Time Sale and at least twelve (12) months subsequent to the One-Time Sale, the Properties support a loan to value ratio no greater than 60% and a Debt Service Coverage of not less than 1.50;

(E) Trustor pays to Lender a transfer fee of not less than one percent (1%) of the outstanding Principal;

(F) Trustor delivers to Lender a substitute for the environmental indemnity delivered to Lender in connection with the Loan and, if applicable, substitute guaranties or surety instruments, reasonably satisfactory to Lender, executed by a substitute indemnitor, guarantor or surety, as the case may be, satisfactory to Lender in its reasonable discretion; and

(ii) Simultaneously with the closing of the One-Time Sale hereunder, Specialty closes the "One-Time Sale" (as defined in the Specialty Deed of Trust) in accordance with the terms and conditions thereof to the same transferee as hereunder.

(c) Notwithstanding the prohibitions regarding Transfers, the transfers described below will be "Permitted Transfers" which may occur without Lender's prior consent, provided, that there is no Event of Default then continuing under the Loan Documents and the transfer will not result in a violation of any of the covenants or representations contained in the Section entitled "*ERISA Compliance*", "*Anti-Terrorism*" or "*Independent Manager; Single-Purpose Entity Representations, Warranties and Covenants*".

(i) Transfers of publicly traded shares in General Growth Properties, Inc. ("GGP Inc.") and Transfers of limited partnership interests in GGP Limited Partnership ("GGP LP"), provided that all times (A) GGP Inc. remains the sole general partner in GGP LP and (B) Trustor delivers to Lender prompt notice of any transfer of 5% or more of the ownership interests in GGP LP, and provided further that the foregoing does not permit a disposition in a single transfer or series of related transfers of all or substantially all of the shares in GGP Inc. or of the limited partnership interests in GGP LP and does not permit a merger of GGP Inc. with one or more other entities.

(ii) Transfers of direct or indirect interests in Trustor to a Qualified Transferee, provided the provisions of Section 12.2(a)(i) were satisfied, and after giving effect to such Transfer: (A) Trustor is controlled, directly or indirectly, by GGP Inc. or GGP LP, and (B) at least 50% of the equity interest in Trustor is owned, directly or indirectly, by GGP Inc. or GGP LP.

(iii) Transfers of Control of GGP Inc. and/or GGP LP, by acquisition of ownership interests or merger with one or more other entities, provided:

(A) after giving effect to such Transfer, the transferee is solvent and has assets which, fairly valued, exceed its obligations, liabilities (including contingent liabilities) and debts, and has the ability to satisfy and repay its obligations and liabilities.

(B) Lender is satisfied that the Property will be managed by a property manager reasonably satisfactory to Lender (which, if reasonably satisfactory to Lender, may be Trustor).

(iv) Pledges of indirect interests in Trustor (meaning pledges of equity interests in General Growth Properties, Inc., GGP Limited Partnership, The Rouse Company LP, Rouse LLC, The Rouse Company BT, LLC, and/or The Rouse Company Operating Partnership LP), as security for debt incurred or to be incurred by any such entity, and the exercise of remedies or rights pursuant to such pledge or other security instrument, provided:

(A) that any such pledgee shall be a Qualified Pledgee; and

(B) no such pledgee shall pledge, sell, assign, further pledge or otherwise transfer its rights under such pledge to any Person, unless that Person is a Qualified Pledgee; and

(C) following the exercise of any remedies under any such pledge, GGP Inc. or GGP LP continues to own, directly or indirectly, at least 50% of the equity interests in Trustor, and GGP Inc. or GGP LP continues, directly or indirectly, to control Trustor.

(v) Transfers of any direct or indirect interest in USAA Real Estate Company, regardless (for purposes of this paragraph (v) only) of whether or not an Event of Default exists at the time of such transfer so long as USAA Real Estate Company's interest in Trustor is only that of a limited partner.

(vi) Transfers of any USAA Real Estate Company's direct limited partnership interest in Trustor, and so long as USAA Real Estate Company does not control Trustor and continues to own less than a fifty percent (50%) interest in the profits and losses of Trustor, such rights of USAA Real Estate Company shall be permitted regardless (for purposes of this paragraph (vi) only) of whether or not an Event of Default exists at the time of such transfer.

(d) Nothing in this Article 12 is intended to limit the Transfer rights between two Persons owning, either as of the date hereof or hereafter approved by Lender, a direct partnership interest in Trustor, pursuant to the transfer provisions set forth in Trustor's organizational filing or partnership agreement, as the same are in effect as of the date hereof, and the same shall be considered a "Permitted Transfer" hereunder, provided either

(i) GGP Inc. or GGP LP continues to own, directly or indirectly, at least 50% of the equity interests in Trustor, and GGP Inc. or GGP LP continues, directly or indirectly, to control Trustor, or

(ii) If such transfer is occasioned by Trustor's limited partner's acquisition of the general partnership interest in Trustor pursuant to Trustor's organizational filing or partnership agreement, at least 50% of the equity interests in Trustor and control of Trustor shall be vested in a Person complying with the provisions of

(A) Subsections 12.2(a)(i)-(vii) above, and

(B) Subsections 12.2(b)(i)(A)-(B) above (with such Person's net worth including the value of such Person's equity interest in Trustor, calculated immediately after giving effect to the subject transfer), and

(C) to the extent such Person is not, at the time of the subject transfer, fully liable under the environmental indemnity and any guaranties or surety instruments delivered in connection with the Loan, Subsection 12.2(b)(i)(F) above.

Section 12.3. Right to Contest Liens. Trustor, at its own expense, may contest the amount, validity or application, in whole or in part, of any mechanic's, materialmen's or environmental liens in which event Lender will refrain from exercising any of the Remedies, provided that the following conditions are met:

- (i) Trustor delivers to Lender notice of the proposed contest not more than 30 days after the lien is filed;
- (ii) the contest is by a Proceeding promptly initiated and conducted in good faith and with due diligence;
- (iii) there is no Event of Default other than the Event of Default arising from the filing of the lien;
- (iv) the Proceeding suspends enforcement or collection of the lien, imposition of criminal or civil penalties and sale or forfeiture of the Property and Lender will not be subject to any civil suit;
- (v) the Proceeding is permitted under and is conducted in accordance with the Leases and the Property Documents;
- (vi) Trustor sets aside reserves or furnishes a bond or other security satisfactory to Lender, in either case in an amount sufficient to pay the claim giving rise to the lien, together with all interest and penalties, or Trustor pays the contested lien under protest; and
- (vii) with respect to an environmental lien, Trustor is using best efforts to mitigate or prevent any deterioration of the Property resulting from the alleged violation of any Environmental Laws or the alleged Environmental Activity.

ARTICLE 13

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 13.1. Further Assurances.

(a) Trustor will execute, acknowledge and deliver to Lender, or to any other entity Lender designates, any additional or replacement documents and perform any additional actions that Lender determines are reasonably necessary to evidence, perfect or protect Lender's first lien on and prior security interest in the Property (subject only to the Permitted Encumbrances) or to carry out the intent or facilitate the performance of the provisions of the Loan Documents.

(b) Trustor appoints Lender as Trustor's attorney-in-fact to perform, at Lender's election, any actions and to execute and record any of the additional or replacement documents referred to in this Section, in each instance only at Lender's election and only to the extent Trustor has failed to comply with the terms of this Section.

Section 13.2. Estoppel Certificates.

(a) Within 10 days of Lender's request, Trustor will deliver to Lender, or to any entity Lender designates, a certificate certifying (i) the original principal amount of the Note; (ii) the unpaid principal amount of the Note; (iii) the Fixed Interest Rate; (iv) the amount of the

then current Debt Service Payments; (v) the Maturity Date; (vi) the date a Debt Service Payment was last made; (vii) that, except as may be disclosed in the statement, there are no defaults or events which, with the passage of time or the giving of notice, would constitute an Event of Default; and (viii) there are no offsets or defenses against any portion of the Obligations except as may be disclosed in the statement.

(b) If Lender requests, Trustor shall request and use commercially reasonable efforts to obtain a certificate from each party to any Property Document, certifying that the Property Document is in full force and effect with no defaults or events which, with the passage of time or the giving of notice, would constitute an event of default under the Property Document and that there are no defenses or offsets against the performance of its obligations under the Property Document, and Trustor will promptly deliver to Lender or to any entity Lender designates each certificate received.

(c) If Lender requests, Trustor shall request and use commercially reasonable efforts to obtain a certificate from each tenant under a Lease then affecting the Property, certifying to any facts regarding the Lease as Lender may require, including that the Lease is in full force and effect with no defaults or events which, with the passage of time or the giving of notice, would constitute an event of default under the Lease by any party, that the rent has not been paid more than one month in advance and that the tenant claims no defense or offset against the performance of its obligations under the Lease, and Trustor will promptly deliver to Lender or to any entity Lender designates each certificate received.

Section 13.3. Independent Manager; Single-Purpose Entity Representations, Warranties and Covenants.

(a) Independent Manager. As long as the Loan or any other Obligations are outstanding:

(i) General Partner at all times shall be a Delaware limited liability company or a Delaware corporation having at least one (1) Independent Manager, who will be appointed pursuant to, and whose duties shall be defined within, General Partner's organizational filing, operating agreement, partnership agreement or such other applicable document governing the affairs of General Partner;

(ii) Notwithstanding any provision to the contrary in General Partner's organizational filing, operating agreement, partnership agreement or such other applicable document governing the affairs of General Partner, the vote of all managers of the General Partner, including the Independent Manager, shall be required for General Partner to authorize, or to cause Trustor to authorize (A) any proposed insolvency or bankruptcy proceeding of Trustor or General Partner, and (B) any dissolution or liquidation of Trustor or General Partner;

(iii) Trustor or General Partner shall give Lender not less than five (5) Business Days' prior written notice of the removal or resignation of the Independent Manager, which notice shall include the identity of General Partner's proposed replacement Independent Manager and a statement either identifying the Corporate

Services Provider placing such replacement Independent Manager, or if such replacement Independent Manager is not being placed by a Corporate Services Provider, a reasonably detailed statement regarding the experience, employment history and other pertinent information for such proposed replacement Independent Manager for the purpose of enabling Lender to make an informed decision to grant or withhold its consent, as contemplated by the definition of "*Independent Manager*" herein contained.

(b) Single Purpose Entity Requirements. As long as the Loan or any other Obligations are outstanding:

(i) Trustor is formed solely for the purpose of owning and operating the Property and activities incidental thereto and is not engaged, either directly or indirectly, in any business other than the ownership, management and operation of the Property and activities incidental thereto;

(ii) General Partner is formed solely for the purpose of owning its direct general partnership interest in Trustor and Specialty and acting as the property manager for the Properties (as contemplated by the Loan Documents) and is not engaged, either directly or indirectly, in any business other than the ownership of its direct general partnership interest in Trustor and Specialty and acting as the property manager for the Properties;

(iii) Except as may be permitted pursuant to the Loan Documents, Trustor does not have and will not acquire or use any assets other than the Property and personal property incidental to the business of owning and operating the Property and activities incidental thereto; without limiting the foregoing, the Property shall be operated as a single property or project, generating substantially all of Trustor's gross income, it being the intent that the Property shall constitute "single asset real estate" for purposes of Section 362(d)(3) of the Bankruptcy Code;

(iv) General Partner will not own or use any assets other than its direct general partnership interest in Trustor and Specialty and any fees or other amounts received, and assets used in connection with, the operation and management of the Properties;

(v) Except in connection with the exercise of remedies against a tenant under a Lease (such as foreclosing a landlord's lien or acquisition of personal property abandoned at the Property by a tenant), neither Trustor nor General Partner will liquidate or dissolve (or suffer any liquidation or dissolution), or enter into any transaction or merger or consolidation, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity;

(vi) None of Trustor, General Partner or any of their respective limited or general partners or members, as applicable, will violate the terms of Trustor's or General Partner's partnership certificate, partnership agreement, operating agreement, articles of organization, or other formation agreement or document, as applicable;

(vii) Trustor and General Partner will observe in all material respects all limited partnership and limited liability company formalities (as the case may be) that relate to such entity's separateness pursuant to its formation documents, operating agreement, or partnership agreement (as the case may be), or any other organizational filing or document governing the affairs of Trustor and General Partner;

(viii) Neither Trustor nor General Partner has guaranteed, pledged its assets for the benefit of, or has otherwise become obligated for the obligations of any other Person or, except in connection with Trustor's and General Partner's use of the Cash Management System, held out its credit or assets as being available to satisfy the obligations of any other Person except for the Loan and except for obligations for indemnification and other obligations of Trustor and General Partner pursuant to their respective operating agreement or partnership agreement, as applicable, and neither Trustor nor General Partner will guarantee, pledge its assets for the benefit of, or become obligated for the obligations of any other Person or, except in connection with Trustor's and General Partner's use of the Cash Management System, hold out its credit or assets as being available to satisfy the obligations of any other Person except for the Loan and except for obligations for indemnification and other obligations of Trustor and General Partner pursuant to their respective operating agreement or partnership agreement, as applicable;

(ix) Trustor and each General Partner have not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Loan (in the case of Trustor only), (ii) unsecured trade debt incurred in the ordinary course of business not evidenced by a note and paid in the ordinary course of Trustor's business in connection with owning, operating and maintaining the Property, provided that such indebtedness is paid within ninety (90) days of when incurred, (in the case of Trustor only), (iii) Taxes and Assessments, and (iv) through the operation of the Cash Management System;

(x) Trustor and General Partner will hold itself out to the public as a legal entity separate and distinct from any other entity (including, without limitation, any Affiliate, general partner or member, as applicable, or any Affiliate of any such general partner or member, as applicable), will correct any known misunderstanding concerning its separate identity, and will not identify any other entity (including, without limitation, any Affiliate, general partner or member, as applicable, or any Affiliate of any such general partner or member, as applicable) as a division or part of such Trustor or General Partner, as the case may be;

(xi) Subject to Trustor's and General Partner's use of the Cash Management System, and except as required by the Lockbox Agreement and except for General Partner's personal property utilized at the Properties in connection with its property management obligations, neither Trustor nor General Partner will commingle its funds or assets with those of any other Person, and will maintain and account for its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xii) Subject to Trustor's and General Partner's right to use the Cash Management System and except as required by the Lockbox Agreement, Trustor and General Partner will maintain its own separate accounts, and Trustor and General Partner will maintain its own separate, complete and accurate books, records and financial statements complying with GAAP, provided that Trustor and General Partner may file or may be part of a consolidated federal tax return to the extent required or permitted by applicable law so long as there is an appropriate notation indicating the separate existence of Trustor and General Partner and their respective assets and liabilities;

(xiii) Trustor and General Partner will maintain its books, records, resolutions and agreements as official records;

(xiv) Subject to Trustor's and General Partner's right to use the Cash Management System, Trustor and General Partner will pay its respective obligations and expenses from its own funds and assets (to the extent it has funds to do so), unless the same is subject to good faith dispute by Trustor, in appropriate proceedings therefor, and for which adequate reserves have been established as required under GAAP); provided, however, that this provision shall not be deemed to require any Affiliates of Trustor owning, maintaining and administering concentration accounts used in connection with the Cash Management System, or direct or indirect equity owners of Trustor to make any loans or capital contributions to Trustor.

(xv) Neither Trustor nor General Partner shall have any paid general partners or limited liability company managers (except for any Independent Manager and except to the extent of any property management fees received by General Partner resulting from its management of the Properties);

(xvi) To the extent either Trustor or General Partner has any employees, it will pay the salaries of its own employees from its own funds and in the absence of such paid employees, it will obtain all necessary services through third parties and contractors;

(xvii) Trustor and General Partner will conduct their businesses in their own names (or with respect to Trustor, in the name of the Property), and will allocate fairly and reasonably any overhead for shared office space and use separate stationery, invoices and checks;

(xviii) Subject to Trustor's and General Partner's right to use the Cash Management System, neither Trustor nor General Partner will enter into or be a party to any transaction with Trustor, General Partner or any of their respective Affiliates except in the ordinary course of its business and on terms that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than an Affiliate;

(xix) Subject to Trustor's and General Partner's right to use the Cash Management System, neither Trustor nor General Partner will make loans or advance credit to any Person (including Affiliates) other than to tenants of the Property in the

form of tenant allowances or tenant improvements or otherwise in connection with tenant offset rights set forth in Leases, if any;

(xx) General Partner shall not take any action, and General Partner shall not cause Trustor to take any action, which, under the terms of any formation document or other applicable organizational documents, requires the unanimous vote of the partners, managers, directors or trustees, unless, at the time of such vote, there is at least one (1) Independent Manager of General Partner which is given the opportunity to participate in such vote;

(xxi) Neither Trustor nor General Partner will, to the fullest extent permitted by law, engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, or material amendment to or modification (including without limitation to any amendments or modifications of Trustor's or General Partner's separateness covenants) of its partnership agreement, articles of incorporation, bylaws, operating agreement, articles of organization or other formation agreement or document, as applicable, without the required written consent of Lender; and

(xxii) Subject to Trustor's and General Partner's right to use the Cash Management System, Trustor and General Partner will continue to operate its respective business with the goal of maintaining capital which is adequate for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(c) Incorporation into Organizational Documents.

(i) Trustor and General Partner shall each have the provisions of this Section 13.3 incorporated into such entities' organizational filing, partnership agreement, limited liability company or other document governing the affairs of such entities, as appropriate.

(ii) Neither Trustor nor General Partner shall at any time amend, modify or otherwise change the provisions of any organizational filing, partnership agreement, limited liability company agreement or other document governing the affairs of such entities pertaining to company purpose, title to the Property, property management, Trustor's or General Partner's bankruptcy-remote status, and/or the duties and responsibilities of the Independent Manager, in each case without Lender's prior written consent.

Section 13.4. Settlement; Relief from Automatic Stay. Trustor and Lender acknowledge and agree that the Loan secured by this Deed of Trust are the product of settlement discussions between Trustor and certain of Lender's constituent entities, and that Lender is making, and Trustor is borrowing, this Loan as a negotiated alternative to the time, expense and uncertainty of Trustor filing a voluntary petition for a plan of reorganization under the Bankruptcy Code. Upon the occurrence of any of the events described in Section 14.1(a)(2) below, Lender shall immediately become entitled, among other relief to which Lender may be entitled under the Loan Documents, and at law and in equity, to obtain upon ex parte application therefor and without further notice or action of any kind, an order from the appropriate bankruptcy court

granting immediate relief from the automatic stay (the “**Stay**”) pursuant to Section 362 of the Bankruptcy Code so as to permit Lender to exercise all of its rights and remedies pursuant to the Loan Documents, at law and in equity, and Trustor further acknowledges and agrees that the occurrence or existence of an Event of Default shall, in and of itself, constitute “cause” for relief from the Stay, pursuant to the provisions of Section 362(d)(1) of the Bankruptcy Code, and Trustor, Specialty, their respective Affiliates and any successors and assigns of the same shall consent to and not contest or oppose any motion by Lender or any subsequent holder of the Loan Documents for relief from the Stay and shall not seek to reinstate the Stay pursuant to Section 105, or any other provision, of the Bankruptcy Code. The terms of this Section 13.4 are a specific inducement to Lender without which Trustor acknowledges Lender would not make the Loan or agree to enter into any of the documents executed in connection therewith.

ARTICLE 14

DEFAULTS AND REMEDIES

Section 14.1. Events of Default.

(a) The term “**Event of Default**” means the occurrence of any of the following events:

(i) if Borrower fails to pay any amount due, as and when required, under any Loan Document and the failure continues for a period of five (5) days;

(ii) if Trustor or General Partner makes a general assignment for the benefit of creditors or generally is not paying, or is unable to pay, or admits in writing its inability to pay, its debts as they become due; or if Trustor, General Partner or any other party commences any Proceeding (A) relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, in each instance with respect to Trustor or General Partner; (B) seeking to have an order for relief entered with respect to Trustor or General Partner; (C) seeking attachment, distraint or execution of a judgment with respect to Trustor or General Partner; (D) seeking to adjudicate Trustor or General Partner as bankrupt or insolvent; (E) seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Trustor, General Partner or Trustor’s or General Partner’s debts; or (F) seeking appointment of a Receiver, trustee, custodian, conservator or other similar official for Trustor or General Partner or for all or any substantial part of Trustor’s or General Partner’s assets, provided that if the Proceeding is commenced by a party other than Trustor or General Partner (or their respective Affiliates), Trustor or General Partner will have 120 days to have the Proceeding dismissed or discharged before an Event of Default occurs;

(iii) if Trustor is in default beyond any applicable grace and cure period under any other mortgage, deed of trust, deed to secure debt or other security agreement encumbering the Property whether junior or senior to the lien of this mortgage;

(iv) if there is a default beyond any applicable grace and cure period under any indemnity or guaranty in favor of Lender delivered to Lender in connection with the Loan or in connection with any loan cross-collateralized with the Loan;

(v) if Trustor violates any covenant contained within Section 13.3 entitled "*Independent Manager; Single-Purpose Entity Representations, Warranties and Covenants*".

(vi) if a Transfer occurs except in accordance with the provisions of this Deed of Trust;

(vii) if Trustor abandons the Property or ceases to conduct its business at the Property;

(viii) if there is a default in the performance of any other provision of this Deed of Trust or any Loan Document or if there is any inaccuracy or falsehood in any representation or warranty contained in this Deed of Trust or any Loan Document which is not remedied within 30 days after Trustor receives notice thereof, provided that if the default, inaccuracy or falsehood is of a nature that it cannot be cured within the 30-day period and during that period Trustor commences to cure, and thereafter diligently continues to cure, the default, inaccuracy or falsehood, then the 30-day period will be extended for a reasonable period not to exceed 120 days after the notice to Trustor; or

(ix) any "Event of Default" as defined and described in any other Loan Document.

Section 14.2. Remedies.

(a) If an Event of Default occurs, Lender, acting directly or through Trustee, may take any of the following actions (the "**Remedies**") without notice to Trustor:

(i) declare all or any portion of the Debt immediately due and payable ("**Acceleration**");

(ii) pay or perform any Obligation;

(iii) institute a Proceeding for the specific performance of any Obligation;

(iv) apply for and obtain the appointment of a Receiver to be vested with the fullest powers permitted by Law, without bond being required, which appointment may be made ex parte, as a matter of right and without regard to the value of the Property, the amount of the Debt or the solvency of Trustor or any other person liable for the payment or performance of any portion of the Obligations;

(v) directly, by its agents or representatives or through a Receiver appointed by a court of competent jurisdiction, enter on the Land and Improvements, take

possession of the Property, dispossess Trustor and exercise Trustor's rights with respect to the Property, either in Trustor's name or otherwise;

(vi) institute a Proceeding for the foreclosure of this Deed of Trust or, if applicable, sell by power of sale, all or any portion of the Property;

(vii) institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Debt not then due;

(viii) exercise any and all rights and remedies available to Lender pursuant to the Reserve Agreements and the other Loan Documents;

(ix) exercise any and all rights and remedies granted to a secured party under the Uniform Commercial Code; and

(x) pursue any other right or remedy available to Lender at Law, in equity or otherwise.

(b) If an Event of Default occurs, the license granted to Trustor in the Loan Documents to collect Rents will terminate automatically without any action required of Lender.

Section 14.3. General Provisions Pertaining to Remedies.

(a) The Remedies are cumulative and may be pursued concurrently or otherwise, at such time and in such order as Lender may determine in its sole discretion and without presentment, demand, protest or further notice of any kind, all of which are expressly waived by Trustor.

(b) The enumeration in the Loan Documents of specific rights or powers will not be construed to limit any general rights or powers or impair Lender's rights with respect to the Remedies.

(c) If Lender exercises any of the Remedies, Lender will not be deemed a mortgagee-in-possession unless Lender has elected affirmatively to be a mortgagee-in-possession.

(d) LENDER WILL NOT BE LIABLE FOR ANY NEGLIGENT ACT OR OMISSION OF LENDER IN CONNECTION WITH THE EXERCISE OF THE REMEDIES, OTHER THAN THOSE CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY LENDER.

(e) Lender's right to exercise any Remedy will not be impaired by any delay in exercising or failure to exercise the Remedy and the delay or failure will not be construed as extending any cure period or constitute a waiver of the default or Event of Default.

(f) If an Event of Default occurs, Lender's payment or performance or acceptance of payment or performance will not be deemed a waiver or cure of the Event of Default.

(g) Lender's acceptance of partial payment or receipt of Rents will not extend or affect any grace period, constitute a waiver of an Event of Default or constitute a rescission of Acceleration.

Section 14.4. General Provisions Pertaining to Receiver and other Remedies.

(a) If an Event of Default occurs, any court of competent jurisdiction will, upon application by Lender, appoint a Receiver as designated in the application and issue an injunction prohibiting Trustor from interfering with the Receiver, collecting Rents, disposing of any Rents or any part of the Property, committing waste or doing any other act that could reasonably be expected to adversely affect the preservation of the Leases, the Rents and the Property and Trustor approves the appointment of the designated Receiver or any other Receiver appointed by the court. Trustor agrees that the appointment may be made ex parte and as a matter of right to Lender, either before or after sale of the Property, without further notice, and without regard to the solvency or insolvency, at the time of application for the Receiver, of the person or persons, if any, liable for the payment of any portion of the Debt and the performance of any portion of the Obligations and without regard to the value of the Property or whether the Property is occupied as a homestead and without bond being required of the applicant.

(b) The Receiver will be vested with the fullest powers permitted by Law including all powers necessary or usual in similar cases for the protection, possession and operation of the Property and all the powers and duties of Lender as a mortgagee-in-possession as provided in this Deed of Trust and may continue to exercise all the usual powers and duties until the Receiver is discharged by the court.

(c) In addition to the Remedies and all other available rights, Lender or the Receiver may take any of the following actions:

(i) take exclusive possession, custody and control of the Property and manage the Property so as to prevent waste;

(ii) require Trustor to deliver to Lender or the Receiver all keys, security deposits, operating accounts, prepaid Rents, past due Rents, the Financial Books and Records and all original counterparts of the Leases and the Property Documents;

(iii) collect, sue for and give receipts for the Rents and, after paying reasonable expenses of collection, including reasonable receiver's, broker's and attorney's fees, apply the net collections to any portion of the Debt selected by Lender in its sole discretion;

(iv) enter into, modify, extend, enforce, terminate, renew or accept surrender of Leases and evict tenants except that in the case of a Receiver, such actions may be taken only with the written consent of Lender as provided in this Deed of Trust and in the Assignment;

(v) enter into, modify, extend, enforce, terminate or renew Property Documents except that in the case of a Receiver, such actions may be taken only with the written consent of Lender as provided in this Deed of Trust and in the Assignment;

(vi) appear in and defend any Proceeding brought in connection with the Property and bring any Proceeding to protect the Property as well as Trustor's and Lender's respective interests in the Property (unless any such Proceeding has been assigned previously to Lender in the Assignment, or if so assigned. Lender has not expressly assigned such Proceeding to the Receiver and consented to such appearance or defense by the Receiver); and

(vii) perform any act in the place of Trustor that Lender or the Receiver deems necessary (A) to preserve the value, marketability or rentability of the Property; (B) to increase the gross receipts from the Property; or (C) otherwise to protect Trustor's and Lender's respective interests in the Property.

(d) Trustor appoints Lender as Trustor's attorney-in-fact, at Lender's election, to perform any actions and to execute and record any instruments necessary to effectuate the actions described in this Section, in each instance only at Lender's election and only to the extent Trustor has failed to comply with the provisions of this Section.

Section 14.5. General Provisions Pertaining to Foreclosures and the Power of Sale. The following provisions will apply to any Proceeding to foreclose and to any sale of the Property by power of sale or pursuant to a judgment of foreclosure and sale:

(i) Lender's right to institute a Proceeding to foreclose or to sell by power of sale will not be exhausted by a Proceeding or a sale that is defective or not completed;

(ii) any sale may be postponed or adjourned by Lender by public announcement at the time and place appointed for the sale without further notice;

(iii) with respect to any sale pursuant to a judgment of foreclosure and sale or by power of sale, the Property may be sold as an entirety or in parcels, at one or more sales, at the time and place, on terms and in the order that Lender deems expedient in its sole discretion;

(iv) if a portion of the Property is sold pursuant to this Article, the Loan Documents will remain in full force and effect with respect to any unmatured portion of the Debt and this Deed of Trust will continue as a valid and enforceable first lien on and security interest in the remaining portion of the Property, subject only to the Permitted Exceptions, without loss of priority and without impairment of any of Lender's rights and remedies with respect to the unmatured portion of the Debt;

(v) Lender may bid for and acquire the Property at a sale and, in lieu of paying cash, may credit the amount of Lender's bid against any portion of the Debt selected by Lender in its sole discretion after deducting from the amount of Lender's bid

the expenses of the sale, costs of enforcement and other amounts that Lender is authorized to deduct at Law, in equity or otherwise: and

(vi) Lender's receipt of the proceeds of a sale will be sufficient consideration for the portion of the Property sold and Lender will apply the proceeds as set forth in this Deed of Trust.

Section 14.6. Application of Proceeds. Lender may apply the proceeds of any sale of the Property by power of sale or pursuant to a judgment of foreclosure and sale and any other amounts collected by Lender in connection with the exercise of the Remedies to payment of the Debt in such priority and proportions as Lender may determine in its sole discretion or in such priority and proportions as required by Law.

Section 14.7. Power of Attorney. Trustor appoints Lender as Trustor's attorney-in-fact to perform any actions necessary and incidental to exercising the Remedies.

Section 14.8. Tenant at Sufferance. If Lender or a Receiver enters the Property in the exercise of the Remedies and Trustor is allowed to remain in occupancy of the Property, Trustor will pay to Lender or the Receiver, as the case may be, in advance, a reasonable rent for the Property occupied by Trustor. If Trustor fails to pay the rent, Trustor may be dispossessed by the usual Proceedings available against defaulting tenants.

Section 14.9. State Laws Pertaining to Remedies.

(a) Inconsistent Provisions. In the event of any inconsistencies between the terms and conditions of this Section 14.9 and the other provisions of this Article 14, the terms and conditions of this Section 14.9 shall control and be binding.

(b) Sales. Notwithstanding the provisions of Section 14.5 above, any sale of the Property shall be made at the courthouse door of the county in which the Land (or any of that portion thereof to be sold) is situated (whether the parts or parcels thereof, if any, situated in different counties are contiguous or not, and without the necessity of having any personal property hereby pledged present at such sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m. after advertising the time, place and terms of sale and that portion of the Property to be sold by posting or causing to be posted written or printed notice thereof at least twenty-one (21) days preceding the date of said sale at the courthouse door of the county in which the sale is to be made and at the courthouse door of any other county in which a portion of the Property may be situated, and by filing such notice with the County Clerk(s) of the county(s) in which all or a portion of the Property may be situated, which notice may be posted and filed by the Trustee acting, or by any person acting for him, and the holder of the indebtedness secured by this Deed of Trust has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Lender by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United

States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service.

(c) Separate Sales. The Property may be sold in one or more parcels and in such manner and order as Trustee, in its sole and absolute discretion, may elect; and the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales. The sale or sales by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Property shall be less than the aggregate of the indebtedness secured by this Deed of Trust and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale or sales had been made; provided, however, that Trustor shall never have any right to require the sale or sales of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property.

ARTICLE 15

LIMITATION OF LIABILITY

Section 15.1. Limitation of Liability.

(a) Notwithstanding any provision in the Loan Documents to the contrary, except as set forth in subsections (b) and (c), if Lender seeks to enforce the collection of the Debt, Lender will foreclose this Deed of Trust instead of instituting suit on the Note. If a lesser sum is realized from a foreclosure of this Deed of Trust and sale of the Property than the then outstanding Debt, Lender will not institute any Proceeding against Trustor, Specialty or their respective partners, members, officers, directors, shareholders or principals for or on account of the deficiency, except as set forth in subsections (b) and (c).

(b) The limitation of liability in subsection (a) will not affect or impair (i) the lien of this Deed of Trust or Lender's other rights and Remedies under the Loan Documents, including Lender's right as beneficiary or secured party to commence an action to foreclose any lien or security interest Lender has under the Loan Documents; (ii) the validity of the Loan Documents or the Obligations; (iii) Lender's rights under any Loan Document that are not expressly non-recourse; or (iv) Lender's right to present and collect on any letter of credit or other credit enhancement document held by Lender in connection with the Obligations.

(c) The following are excluded and excepted from the limitation of liability in subsection (a) and Lender may recover personally against Borrower for the following:

(i) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to any fraud or intentional misrepresentation or omission by Trustor, Specialty or any of their respective partners, members, officers, directors, shareholders or principals in connection with (A) the performance of any of the conditions to Lender making the Loan; (B) any inducements to Lender to make the Loan; (C) the execution

and delivery of the Loan Documents; (D) any certificates, representations or warranties given in connection with the Loan; or (E) Borrower's performance of the Obligations:

(ii) all Rents derived from the Property after a default under the Loan Documents which default is a basis of a Proceeding by Lender to enforce collection of the Debt and all moneys that, on the date such a default occurs, are on deposit in one or more accounts used by or on behalf of Trustor relating to the operation of the Property (including without limitation the account utilized in connection with the Cash Management System), except to the extent properly applied to payment of Debt Service Payments, Impositions, Insurance Premiums and any reasonable and customary expenses incurred by Trustor in the operation, maintenance and leasing of the Property or delivered to Lender (directly or pursuant to a Lockbox Agreement);

(iii) all losses suffered and liabilities and reasonable expenses incurred by Lender in connection with the violation of the agreements and covenants set forth in Article 9 entitled ("*Environmental*"), together with any liability of Trustor under the environmental indemnity delivered in connection with this Loan;

(iv) all security deposits collected by Trustor or any of Trustor's predecessors and not refunded to tenants in accordance with their respective Leases, applied in accordance with the Leases or Law or delivered to Lender upon Lender's demand therefor, and all advance rents collected by Trustor or any of Trustor's predecessors and not applied in accordance with the Leases or delivered to Lender (directly or pursuant to a Lockbox Agreement);

(v) the replacement cost of any Fixtures or Personal Property removed from the Property and not replaced pursuant to the terms of the Loan Documents after a default occurs;

(vi) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to any acts or omissions by Trustor that result in waste (including economic and non-physical waste) on the Property;

(vii) all protective advances and other payments made by Lender pursuant to express provisions of the Loan Documents to protect Lender's security interest in the Property or to protect the assignment of the property described in and effected by the Assignment, only to the extent that there exists or existed sufficient funds from the operation of the Property for the payment thereof;

(viii) all mechanics' or similar liens relating to work performed on or materials delivered to the Property prior to Lender exercising its Remedies, but only to the extent Lender had advanced funds to pay for the work or materials;

(ix) all Proceeds that are not applied in accordance with this Deed of Trust or not paid to Lender as required under this Deed of Trust;

(x) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to a Transfer that is not permitted under the Section entitled "*Permitted Transfers*" including the prohibition on any Transfer that results in a violation of ERISA or any anti-terrorism or money laundering laws;

(xi) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to forfeiture or threatened forfeiture of the Property to the Government, but with respect to any forfeiture or threatened forfeiture of the Property caused for failure to pay a monetary amount, only to the extent that there exists or existed sufficient funds from the operation of the Property for the payment thereof;

(xii) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to any default by Trustor under any of the provisions of this Deed of Trust relating to ERISA;

(xiii) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to any default under any of the provisions of this Deed of Trust relating to Anti-Terrorism Laws, including the prohibition on any Transfer that results in a violation of Anti-Terrorism Laws;

(xiv) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to any default by Trustor under Section 17.2 of this Deed of Trust;

(xv) all losses suffered and liabilities and reasonable expenses incurred by Lender relating to the failure to maintain, or to pay the premiums for, any insurance required to be maintained under the Loan Documents; only to the extent only to the extent that there exists or existed sufficient funds from the operation of the Property for the payment thereof; and

(xvi) all losses suffered and liabilities and expenses incurred by Lender relating to a default by Borrower or any general partner, manager or managing member of Borrower of any of the covenants or requirements contained in this Mortgage entitled "*Independent Manager; Single-Purpose Entity Representations, Warranties and Covenants*".

Notwithstanding the foregoing, the limitation of liability in Subsection (a) above SHALL BECOME NULL AND VOID and shall be of no further force and effect and Lender may recover personally against Borrower and its general partners, if any, in the event of (i) a voluntary bankruptcy or insolvency proceeding of Trustor or General Partner if such proceeding is not dismissed in accordance with the terms of this Deed of Trust, or (ii) an involuntary bankruptcy or insolvency proceeding of Trustor or General Partner, in which Trustor, General Partner or any of their respective principals, officers, general partners, members or shareholders, or its related Guarantor colludes with creditors in such bankruptcy or insolvency proceeding if such proceeding is not dismissed in accordance with the terms of this Deed of Trust.

(d) Nothing under subparagraph (a) above will be deemed to be a waiver of any right which Lender may have under Section 506(a), 506(b), 1111(b) or any other provisions of the

Bankruptcy Code or under any other Law relating to bankruptcy or insolvency to file a claim for the full amount of the Debt or to require that all collateral will continue to secure all of the Obligations in accordance with the Loan Documents.

ARTICLE 16

WAIVERS

SECTION 16.1. WAIVER OF STATUTE OF LIMITATIONS. TO THE EXTENT PERMITTED BY LAW, TRUSTOR WAIVES THE RIGHT TO CLAIM ANY STATUTE OF LIMITATIONS AS A DEFENSE TO TRUSTOR'S PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.

SECTION 16.2. WAIVER OF NOTICE. TO THE EXTENT PERMITTED BY LAW, TRUSTOR WAIVES THE RIGHT TO RECEIVE ANY NOTICE FROM LENDER WITH RESPECT TO THE LOAN DOCUMENTS EXCEPT FOR THOSE NOTICES THAT LENDER IS EXPRESSLY REQUIRED TO DELIVER PURSUANT TO THE LOAN DOCUMENTS.

SECTION 16.3. WAIVER OF MARSHALLING AND OTHER MATTERS. TO THE EXTENT PERMITTED BY LAW, TRUSTOR WAIVES THE BENEFIT OF ANY RIGHTS OF MARSHALLING OR ANY OTHER RIGHT TO DIRECT THE ORDER IN WHICH ANY OF THE PROPERTY WILL BE (i) SOLD; OR (ii) MADE AVAILABLE TO ANY ENTITY IF THE PROPERTY IS SOLD BY POWER OF SALE OR PURSUANT TO A JUDGMENT OF FORECLOSURE AND SALE. TRUSTOR ALSO WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFIT OF ANY LAWS RELATING TO APPRAISEMENT, VALUATION, STAY, EXTENSION, REINSTATEMENT, MORATORIUM, HOMESTEAD AND EXEMPTION RIGHTS OR A SALE IN INVERSE ORDER OF ALIENATION.

SECTION 16.4. WAIVER OF TRIAL BY JURY. EACH OF TRUSTOR AND LENDER WAIVES TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY OR AGAINST, OR COUNTERCLAIM OR CROSS-COMPLAINT ASSERTED BY OR AGAINST, TRUSTOR OR LENDER RELATING TO THE LOAN, THE PROPERTY DOCUMENTS OR THE LEASES.

SECTION 16.5. WAIVER OF COUNTERCLAIM. TRUSTOR WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM OR CROSS-COMPLAINT, OTHER THAN COMPULSORY OR MANDATORY COUNTERCLAIMS OR CROSS-COMPLAINTS, IN ANY PROCEEDING LENDER BRINGS AGAINST TRUSTOR RELATING TO THE LOAN, INCLUDING ANY PROCEEDING TO ENFORCE REMEDIES.

SECTION 16.6. WAIVER OF JUDICIAL NOTICE AND HEARING. TRUSTOR WAIVES ANY RIGHT TRUSTOR MAY HAVE UNDER LAW TO NOTICE (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THE LOAN DOCUMENTS TO LENDER AND TRUSTOR WAIVES THE RIGHTS, IF

ANY. TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THE LOAN DOCUMENTS ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.

SECTION 16.7. WAIVER OF SUBROGATION. TRUSTOR WAIVES ALL RIGHTS OF SUBROGATION TO LENDER'S RIGHTS OR CLAIMS RELATED TO OR AFFECTING THE PROPERTY OR ANY OTHER SECURITY FOR THE LOAN UNTIL THE LOAN IS PAID IN FULL AND ALL FUNDING OBLIGATIONS UNDER THE LOAN DOCUMENTS HAVE BEEN TERMINATED.

SECTION 16.8. GENERAL WAIVER. TRUSTOR ACKNOWLEDGES THAT (A) TRUSTOR AND TRUSTOR'S PARTNERS, MEMBERS OR PRINCIPALS, AS THE CASE MAY BE, ARE KNOWLEDGEABLE BORROWERS OF COMMERCIAL FUNDS AND EXPERIENCED REAL ESTATE DEVELOPERS OR INVESTORS WHO UNDERSTAND FULLY THE EFFECT OF THE ABOVE PROVISIONS; (B) LENDER WOULD NOT MAKE THE LOAN WITHOUT THE PROVISIONS OF THIS ARTICLE; (C) THE LOAN IS A COMMERCIAL OR BUSINESS LOAN UNDER THE LAWS OF THE STATE OR COMMONWEALTH WHERE THE PROPERTY IS LOCATED, NEGOTIATED BY LENDER AND TRUSTOR AND THEIR RESPECTIVE ATTORNEYS AT ARMS LENGTH; AND (D) ALL WAIVERS BY TRUSTOR IN THIS ARTICLE HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER TRUSTOR FIRST HAS BEEN INFORMED BY COUNSEL OF TRUSTOR'S OWN CHOOSING AS TO POSSIBLE ALTERNATIVE RIGHTS, AND HAVE BEEN MADE AS AN INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A KNOWN RIGHT AND PRIVILEGE. THE FOREGOING ACKNOWLEDGMENT IS MADE WITH THE INTENT THAT LENDER AND ANY SUBSEQUENT HOLDER OF THE NOTE WILL RELY ON THE ACKNOWLEDGMENT.

ARTICLE 17

NOTICES

Section 17.1. Notices. All acceptances, approvals, consents, demands, notices, requests, waivers and other communications (the "**Notices**") required or permitted to be given under the Loan Documents must be in writing and (a) delivered personally by a process server providing a sworn declaration evidencing the date of service, the individual served, and the address where the service was made; (b) sent by certified mail, return receipt requested; or (c) delivered by nationally recognized overnight delivery service that provides evidence of the date of delivery (for next morning delivery if sent by overnight delivery service), in all cases with charges prepaid, addressed to the appropriate party at its address listed below:

If to Lender: TIAA-CPPIB Commercial Mortgage Company REIT LLC
c/o Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017
Attention: Director Global Private Markets, Portfolio Management
TIAA-CPPIB REIT Auth. ID # AAA-7016
TIAA-CPPIB REIT Inv. ID # 0006247-01

with a
copy to: TIAA-CPPIB Commercial Mortgage Company REIT LLC
c/o Teachers Insurance and Annuity Association of America
730 Third Avenue
New York, New York 10017
Attention: Associate General Counsel, Director
Asset Management Law
TIAA-CPPIB REIT Auth. ID # AAA-7016
TIAA-CPPIB REIT Inv. ID # 0006247-01

And Commercial Loan Services
1500 City West, Suite 200
Houston, Texas 77042
Attention: Chief Legal Officer

If to Trustor: La Cantera Retail Limited Partnership
110 N. Wacker Drive
Chicago, Illinois 60606
Attention: Chief Financial Officer

with a
copy to: General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, Illinois 60606
Attention: General Counsel

Lender and Trustor each may change from time to time the address to which Notices must be sent, by notice given in accordance with the provisions of this Section. All Notices given in accordance with the provisions of this Section will be deemed to have been received on the earliest of (i) actual receipt; (ii) Trustor's rejection of delivery; or (iii) 3 Business Days after having been deposited in any mail depository regularly maintained by the United States postal service, if sent by certified mail, or 1 Business Day after having been deposited with a nationally recognized overnight delivery service, if sent by overnight delivery or on the date of personal service, if served by a process server. Trustor acknowledges and agrees that any single notice sent to Trustor or Specialty pursuant to the terms of Section 17.1 hereof or Section 17.1 of the Specialty Deed of Trust, respectively, shall be deemed properly given to both Trustor and Specialty.

Section 17.2. Change in Trustor's Legal Name, Place of Business or State of Formation. Trustor will notify Lender in writing prior to any change in Trustor's legal name, place of business or state or commonwealth of organization, including as a result of, or in connection with, any Transfer, including any Permitted Transfer.

ARTICLE 18

MISCELLANEOUS

Section 18.1. Applicable Law. The Loan Documents are governed by and will be construed in accordance with the Laws of the state or commonwealth in which the Property is located without regard to conflict of law provisions, except to the extent that the Uniform Commercial Code requires otherwise.

Section 18.2. Usury Limitations. Trustor and Lender intend to comply with all Laws with respect to the charging and receiving of interest. Any amounts charged or received by Lender for the use or forbearance of the Principal to the extent permitted by Law, will be amortized and spread throughout the Term until payment in full so that the rate or amount of interest charged or received by Lender on account of the Principal does not exceed the Maximum Interest Rate. If any amount charged or received under the Loan Documents that is deemed to be interest is determined to be in excess of the amount permitted to be charged or received at the Maximum Interest Rate, the excess will be deemed to be a prepayment of Principal when paid, without premium, and any portion of the excess not capable of being so applied will be refunded to Borrower. If during the Term the Maximum Interest Rate, if any, is eliminated, then for the purposes of the Loan, there will be no Maximum Interest Rate.

Section 18.3. Lender's Discretion. Wherever under the Loan Documents any matter is required to be satisfactory to Lender, Lender has the right to approve or determine any matter or Lender has an election, Lender's approval, determination or election will be made in Lender's reasonable discretion unless expressly provided to the contrary.

Section 18.4. Unenforceable Provisions. If any provision in the Loan Documents is found to be illegal or unenforceable or would operate to invalidate any of the Loan Documents, then the provision will be deemed expunged and the Loan Documents will be construed as though the provision was not contained in the Loan Documents and the remainder of the Loan Documents will remain in full force and effect.

Section 18.5. Survival of Trustor's Obligations. Trustor's representations, warranties and covenants contained in the Loan Documents will continue in full force and effect and survive (i) satisfaction of the Obligations; (ii) release of the lien of this Deed of Trust; (iii) assignment or other transfer of all or any portion of Lender's interest in the Loan Documents or the Property; (iv) Lender's exercise of any of the Remedies or any of Lender's other rights under the Loan Documents; (v) a Transfer; (vi) amendments to the Loan Documents; and (vii) any other act or omission that might otherwise be construed as a release or discharge of Trustor.

Section 18.6. Relationship Between Trustor and Lender; No Third Party Beneficiaries.

(a) Lender is not a partner or joint venturer with Trustor or any other entity as a result of the Loan or Lender's rights under the Loan Documents; the relationship between Lender and Trustor is strictly that of creditor and debtor. Each Loan Document is an agreement between the parties to that Loan Document for the mutual benefit of the parties and no entities other than the parties to that Loan Document will be a third party beneficiary or will have any claim against Lender or Borrower by virtue of the Loan Document. As between Lender and Borrower, any actions taken by Lender under the Loan Documents will be taken for Lender's protection only, and Lender has not and will not be deemed to have assumed any responsibility to Borrower or to any other entity by virtue of Lender's actions.

(b) All conditions to Lender's performance of its obligations under the Loan Documents are imposed solely for the benefit of Lender. No entity other than Lender will have standing to require satisfaction of the conditions in accordance with their provisions or will be entitled to assume that Lender will refuse to perform its obligations in the absence of strict compliance with any of the conditions.

Section 18.7. Partial Releases; Extensions; Waivers. Lender may: (i) release any part of the Property or any entity obligated for any of the Obligations; (ii) extend the time for payment or performance of any of the Obligations or otherwise amend the provisions for payment or performance by agreement with any entity that is obligated for the Obligations or that has an interest in the Property; (iii) accept additional security for the payment and performance of the Obligations; and (iv) waive any entity's performance of an Obligation, release any entity or individual now or in the future liable for the performance of the Obligation or waive the exercise of any Remedy or option. Lender may exercise any of the foregoing rights without notice, without regard to the amount of any consideration given, without affecting the priority of the Loan Documents, without releasing any entity not specifically released from its obligations under the Loan Documents, without releasing any guarantor(s) or surety(ies) of any of the Obligations, without effecting a novation of the Loan Documents and, with respect to a waiver, without waiving future performance of the Obligation or exercise of the Remedy waived.

Section 18.8. Service of Process. Trustor irrevocably consents to service of process by registered or certified mail, postage prepaid, return receipt requested, to Trustor at its address set forth in the Article entitled "Notices".

Section 18.9. Entire Agreement. Oral agreements or commitments between Trustor and Lender to lend money, to extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew the debt, are not enforceable. Any agreements between Trustor and Lender relating to the Loan are contained in the Loan Documents, which contain the complete and exclusive statement of the agreements between Trustor and Lender, except as Trustor and Lender may later agree in writing to amend the Loan Documents. The language of each Loan Document will be construed as a whole according to its fair meaning and will not be construed against the party by or for whom it was drafted.

Section 18.10. No Oral Amendment. The Loan Documents may not be amended, waived or terminated orally or by any act or omission made individually by Trustor or Lender but may

be amended, waived or terminated only by a written document signed by the party against which enforcement of the amendment, waiver or termination is sought.

Section 18.11. Lost or Destroyed Note. If the Note is lost, mutilated, destroyed or stolen, Borrower will deliver to Lender a new, substitute note containing the same provisions as the Note, provided that Borrower is furnished with reasonably satisfactory evidence of the loss, mutilation, destruction or theft of the Note.

Section 18.12. Covenants Run with the Land. Subject to the restrictions on transfer contained in the Article entitled "*TRANSFERS, LIENS AND ENCUMBRANCES*", all of the covenants of this Deed of Trust and the Assignment run with the Land, will bind all parties hereto and all tenants and subtenants of the Land or the Improvements and their respective heirs, executors, administrators, successors and assigns, and all occupants and subsequent owners of the Property, and will inure to the benefit of Lender and all subsequent holders of the Note and this Deed of Trust.

Section 18.13. Time of the Essence. Time is of the essence with respect to Borrower's payment and performance of the Obligations.

Section 18.14. Subrogation. If the Principal or any other amount advanced by Lender is used directly or indirectly to pay off, discharge or satisfy all or any part of an encumbrance affecting the Property, then Lender is subrogated to the encumbrance and to any security held by the holder of the encumbrance, all of which will continue in full force and effect in favor of Lender as additional security for the Obligations.

Section 18.15. Joint and Several Liability. If Trustor consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Deed of Trust are joint and several.

Section 18.16. Successors and Assigns. The Loan Documents bind the parties to the Loan Documents and their respective successors, assigns, heirs, administrators, executors, agents and representatives and inure to the benefit of Lender and its successors, assigns, heirs, administrators, executors, agents and representatives.

Section 18.17. Duplicates and Counterparts. Duplicate counterparts of any of the Loan Documents, other than the Note, may be executed and together will constitute a single original document.

ARTICLE 19

TRUSTEE PROVISIONS

Section 19.1. Trustee's Fees and Expenses. Trustor shall pay all reasonable fees and expenses incurred by Trustee for legal counsel and other professional advisors in connection with Trustee's performance of its duties hereunder. Amounts incurred by Trustee shall be deemed a part of the Debt secured by this Deed of Trust and bear interest at the Default Interest

Rate if not paid in full within five (5) days after Trustee's written demand for payment. Trustee hereby waives any statutory fee or compensation for services rendered thereunder.

Section 19.2. Duties of Trustee.

(a) Trustee, by acceptance of this Deed of Trust, covenants to perform and fulfill the trusts and duties herein created and conferred upon Trustee. Notwithstanding the foregoing, Trustee agrees not to execute any of the powers conferred upon Trustee hereunder, not to take any action to protect or enforce Lender's rights hereunder, not to provide any interpretation of this Deed of Trust or any of the other Loan Documents without Lender's prior written consent thereto in each instance. Trustee, however, has an affirmative duty to reasonably cooperate with Lender as Lender may require to protect the Property and to enforce Lender's rights hereunder, but Trustee shall not be obligated to institute or defend any suit in respect hereof or to perform any act which would involve Trustee in any expense or liability unless, in each case, properly indemnified to Trustee's reasonable satisfaction. Trustee also has no duty to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to give any notice thereof, or to see to the payment of, or be under any duty in respect of, any tax or assessment or other governmental charge which may be levied or assessed on the Property or against Trustor, or to see to the performance or observance by Borrower of any of the covenants and agreements contained herein. Trustee shall not be responsible for the sufficiency of the security purported to be created hereby and makes no representation or warranty in respect thereof or in respect of the rights of Lender.

(b) Trustee shall not be liable for any error of judgment or act done by Trustee in good faith or otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. Trustee has the right to advice of counsel upon any matters arising hereunder and shall be fully protected in relying on the advice of counsel. Trustee has the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall not be personally liable in case of entry upon the Property by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, or for liability or damages incurred in the management or operation of the Property.

(c) All money received by Trustee with respect to the Debt and Obligations shall, until used or applied as herein provided, be held in trust for the purposes for which it was received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 19.3. Resignation and Substitution of Trustee.

(a) Trustee may resign at any time upon written notice to Lender delivered not less than thirty (30) days prior to the intended date of resignation. In the event of Trustee's death, resignation, refusal to act, disqualification or other inability to act, or if Lender shall deem it desirable to remove Trustee for any reason with or without cause, Lender has the right, in its sole discretion, to select and appoint a successor trustee (who may be Lender or an affiliate of Lender

if permitted by law), without application to court or compliance with any formality other than appointment and designation in writing by Lender. If Lender is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association.

(b) Any successor appointed as Trustee shall, without further act, deed or conveyance, become vested with all of the estates, properties, rights, powers, privileges, immunities and duties herein conferred upon Trustee with like effect as if such successor were originally named as trustee herein. Nevertheless, upon the written request of Lender or of the successor as Trustee, the party ceasing to act as Trustee shall execute and deliver an instrument, in recordable form, transferring to such successor as Trustee, all of the estates, properties, rights, powers, privileges, immunities and duties herein conferred upon Trustee and shall duly assign, transfer and deliver to such successor, in trust, any of the property and money then held by the party ceasing to act as Trustee.

Section 19.4. Multiple Trustees. If more than one Trustee is appointed hereunder at any one time, or from time to time, all rights granted to and all powers conferred upon Trustee hereunder may be exercised by any or all of such Trustees, independently or jointly. Action exercised by one Trustee shall be deemed valid and binding on all Trustees.

ARTICLE 20

ADDITIONAL PROVISIONS PERTAINING TO STATE LAWS

Section 20.1. Inconsistent Provisions. In the event of any inconsistencies between the terms and conditions of this Deed of Trust and the provisions of this Article 20, the terms and conditions of this Article 20 shall control and be binding.

Section 20.2. Waiver of Marshalling. The waivers set forth in Section 16.3 shall include, without limitation, to the extent not prohibited under applicable law, the rights and remedies set forth in Sections 51.003, 51.004 and 51.005 of the Texas Property Code, as it may be amended from time to time.

Section 20.3. Statutory Notice. **TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (a) TRUSTOR IS REQUIRED TO: (i) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES, (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER, AND (iii) NAME LENDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (b) TRUSTOR MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (c) IF TRUSTOR FAILS TO MEET ANY REQUIREMENT LISTED IN THE FOREGOING CLAUSES (a) AND (b), LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF TRUSTOR AT TRUSTOR'S EXPENSE.**

Section 20.4. Entire Agreement. THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING AMONG TRUSTOR, SPECIALTY AND LENDER AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF. ACCORDINGLY, THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

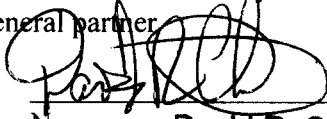
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IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first set forth above.

**LA CANTERA RETAIL LIMITED
PARTNERSHIP,**
a Texas limited partnership

By: La Cantera Holding GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: **David R. Charles**
Title: **Authorized Signatory**

STATE OF Illinois)
COUNTY OF COOK) ss: _____

The foregoing instrument was acknowledged before me this 4th day of June, 2010, by David R. Charles, the duly authorized signatory of La Cantera Holding GP, LLC, a Delaware limited liability company, the general partner **LA CANTERA RETAIL LIMITED PARTNERSHIP**, a Texas limited partnership, on behalf of said limited partnership.



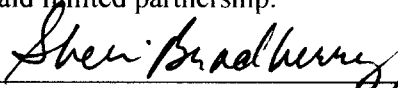

My Commission Expires: 12/9/2012
Notary Seal

Exhibit A

LEGAL DESCRIPTION

(TRACT I – THE SHOPS AT LA CANTERA DEVELOPER’S PARCEL)

PARCEL I:

LOTS 4 AND 9, BLOCK 9, NEW CITY BLOCK (NCB) 18339, SHOPS AT LA CANTERA SUBDIVISION AS RECORDED IN VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, ALL IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.,

Including the property legally described as follows:

PARCEL I-A:

A 1.866 acre, or 81,301 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 1.866 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½” iron rod with a yellow cap marked “Pape-Dawson”, on the west line of said Lot 8, from which a ½” iron rod with yellow cap marked “Pape-Dawson” on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 01°54’54” E, a distance of 1803.88 feet;

THENCE: Along and with the west line of said Lot 8 the following calls and distances:

Northwesterly, along a curve to the right said curve having a radial bearing of N 48°06’44” E, a radius of 757.50 feet, a central angle of 23°03’53”, a chord bearing and distance of N 30°21’20” W, 302.88 feet, an arc length of 304.93 feet to a found ½” iron rod with a yellow cap marked “Pape-Dawson”, a point of reverse curvature;

Northwesterly, along a curve to the left said curve having radius of 328.50 feet, a central angle of 45°01’20”, a chord bearing and distance of N 41°20’03” W,

251.54 feet, an arc length of 258.13 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 63°50'43" W, a distance of 66.27 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Northwesterly, along a tangent curve to the left said curve having radius of 1003.50 feet, a central angle of 08°55'23", a chord bearing and distance of N 68°18'24" W, 156.12 feet, an arc length of 156.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the west line of said Lot 8, over and across said Lot 8 the following calls and distances:

N 18°09'34" E, a distance of 3.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Northeasterly, along a tangent curve to the right said curve having radius of 43.75 feet, a central angle of 91°33'51", a chord bearing and distance of N 63°56'30" E, 62.71 feet, an arc length of 69.92 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 70°16'35" E, a distance of 5.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Northeasterly, along a tangent curve to the left said curve having radius of 1.25 feet, a central angle of 89°25'53", a chord bearing and distance of N 65°00'29" E, 1.76 feet, an arc length of 1.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 20°17'32" E, a distance of 16.74 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Southeasterly, along a curve to the right said curve having a radial bearing of S 20°05'29" W, a radius of 1069.25 feet, a central angle of 06°03'48", a chord bearing and distance of S 66°52'37" E, 113.10 feet, an arc length of 113.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

S 63°50'43" E, a distance of 72.06 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 1542.75 feet, a central angle of 15°45'48", a chord bearing and distance of S 55°57'48" E, 423.10 feet, an arc length of 424.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°46'44" W, a distance of 16.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the left said curve having radius of 1.25 feet, a central angle of 88°51'37", a chord bearing and distance of

S 02°39'04" E, 1.75 feet, an arc length of 1.94 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 47°04'52" E, a distance of 25.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 43.75 feet, a central angle of 89°16'24", a chord bearing and distance of S 02°26'40" E, 61.48 feet, an arc length of 68.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 42°11'32" W, a distance of 49.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 47°48'28" W, a distance of 16.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a of non-tangent curvature;

Southwesterly, along a curve to the left said curve having a radial bearing of S 47°49'50" E, a radius of 150.00 feet, a central angle of 59°08'24", a chord bearing and distance of S 12°35'58" W, 148.05 feet, an arc length of 154.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

THENCE: S 16°58'14" E, a distance of 7.43 feet to the POINT OF BEGINNING and containing 1.866 acres in the City of San Antonio, Bexar County, Texas.

LESS AND EXCEPT THE FOLLOWING:

PARCEL 1-B - (LESS AND EXCEPT FROM TRACT D):

A 2.781 acre, or 121,153 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 2.781 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 14°57'43" E, a distance of 1195.76 feet;

THENCE: Northeasterly, departing the east line of said Lot 4, over and across said Lot 4, along a curve to the right said curve having a radial bearing of S 75°56'41" E,

a radius of 446.25 feet, a central angle of $04^{\circ}22'11''$, a chord bearing and distance of $N 16^{\circ}14'25'' E$, 34.03 feet, an arc length of 34.03 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the left said curve having radius of 1018.75 feet, a central angle of $12^{\circ}35'54''$, a chord bearing and distance of $N 12^{\circ}07'33'' E$, 223.55 feet, an arc length of 224.00 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the right said curve having radius of 949.25 feet, a central angle of $15^{\circ}36'29''$, a chord bearing and distance of $N 13^{\circ}37'51'' E$, 257.79 feet, an arc length of 258.59 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the left said curve having radius of 450.75 feet, a central angle of $11^{\circ}40'53''$, a chord bearing and distance of $N 15^{\circ}35'39'' E$, 91.74 feet, an arc length of 91.90 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Northeasterly, along a curve to the left said curve having a radial bearing of $N 06^{\circ}53'34'' E$, a radius of 50.00 feet, a central angle of $23^{\circ}51'48''$, a chord bearing and distance of $N 84^{\circ}57'40'' E$, 20.67 feet, an arc length of 20.82 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

$N 73^{\circ}01'46'' E$, a distance of 98.56 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 16^{\circ}58'14'' W$, a distance of 28.17 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature on the east line of said Lot 4;

THENCE: Southeasterly, along and with the east line of said Lot 4, along a non-tangent curve to the left said curve having a radial bearing of $N 48^{\circ}06'44'' E$, a radius of 757.50 feet, a central angle of $22^{\circ}04'00''$, a chord bearing and distance of $S 52^{\circ}55'16'' E$, 289.94 feet, an arc length of 291.74 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", an east corner of said Lot 4;

THENCE: $S 45^{\circ}25'16'' W$, along and with the southeast line of said Lot 4, a distance of 673.67 feet to the POINT OF BEGINNING and containing 2.781 acres in the City of San Antonio, Bexar County, Texas.

PARCEL I-C (LESS AND EXCEPT FROM TRACT I):

A 0.0068 of an acre, or 297 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the B.B.B. & C.R.R. Survey No. 21, Abstract 104, County Block 4765 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City

of San Antonio, Bexar County, Texas. Said 0.0068 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on a northeast line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of said Lot 4, bears S 29°41'06" E, a distance of 603.83 feet;

THENCE: S 73°01'46" W, departing the northeast line of said Lot 4, over and across said Lot 4, a distance of 21.93 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 16°58'14" W, over and across said Lot 4, a distance of 20.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature on a northwest line of said Lot 4;

THENCE: Southeasterly, along a curve to the right said curve having a radial bearing of S 00°54'00" W, a radius of 35.00 feet, a central angle of 51°07'05", a chord bearing and distance of S 63°32'28" E, 30.20 feet, an arc length of 31.23 feet to the POINT OF BEGINNING and containing 0.0068 of an acre in the City of San Antonio, Bexar County, Texas.

PARCEL I-D (LESS AND EXCEPT FROM TRACT I):

A 0.0235 of an acre, or 1,024 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the B.B.B. & C.R.R. Survey No. 21, Abstract 104, County Block 4765 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 0.0235 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on a north line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of said Lot 4, bears S 21°46'46" E, a distance of 456.96 feet;

THENCE: N 70°36'11" W, over and across said Lot 4 a distance of 59.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

THENCE: Northwesterly, over and across said Lot 4, along a tangent curve to the right said curve having radius of 58.75 feet, a central angle of 29°20'57", a chord bearing and distance of N 55°55'42" W, 29.77 feet, an arc length of 30.09 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature, a point on the northeast line of said Lot 4;

THENCE: Along and with the northeast line of said Lot 4 the following calls and distances:

Southeasterly, along a non-tangent curve to the left said curve having a radial bearing of N 28°44'21" E, a radius of 89.50 feet, a central angle of 26°05'20", a chord bearing and distance of S 74°18'19" E, 40.40 feet, an arc length of 40.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

Southeasterly, along a tangent curve to the left said curve having radius of 1236.00 feet, a central angle of 01°16'10", a chord bearing and distance of S 87°59'04" E, 27.39 feet, an arc length of 27.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Southeasterly, along a curve to the right said curve having radius of 35.00 feet, a central angle of 36°47'38", a chord bearing and distance of S 70°13'20" E, 22.09 feet, an arc length of 22.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 19°23'49" W, departing the northeast line of said Lot 4, over and across said Lot 4 a distance of 18.18 feet to the POINT OF BEGINNING and containing 0.0235 of an acre in the City of San Antonio, Bexar County, Texas.

PARCEL III AS TO TRACT I:

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT
RECORDED MARCH 3, 2004 IN VOLUME 10600, PAGE 0409, AS DOCUMENT NO.
20040044945, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

PARCEL IV:

Easements as set forth and defined in La Cantera Master Covenants and Easements recorded March 15, 1996 in Volume 6696, Page 890.

Exhibit B

DEFINITIONS

“**Acceleration**” is defined in Section 14.2(a)(i).

“**Affiliate**” is defined in Section 8.4(c).

“**Annual Certification of Rent Roll**” is defined in the Assignment.

“**Annual Financial Statement**” is defined in Section 10.1(a).

“**Anti-Terrorism Laws**” is defined as all Laws relating to terrorist acts, acts of war and money laundering.

“**Assessments**” is defined as all assessments now or hereafter levied, assessed or imposed against the Property.

“**Assignment**” is defined as the Assignment of Leases and Rents dated of even date with this Deed of Trust made by Trustor for the benefit of Lender.

“**Bankruptcy Code**” means Title 11 of the United States Code.

“**Borrower**” is defined in the Recitals.

“**Budget**” is defined in Section 10.3(a).

“**Business Day**” is defined as any day on which commercial banks are not authorized or required by Law to close in the State of Texas.

“**Cash Management System**” means the existing centralized cash management system utilized by Trustor and/or its Affiliates pursuant to which (i) certain funds of Trustor may be swept into one or more concentration accounts that are owned, maintained and administered by one or more Affiliates of Trustor (to the extent permitted by the Lockbox Agreement), and (ii) certain expenses including Operating Expenses and capital expenditures of Trustor, are paid from the funds on deposit in such concentration accounts.

“**Casualty**” is defined as damage to or destruction of the Property by fire or other casualty.

“**CERCLA**” is defined as the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and by the Small Business Liability Relief and Brownfields Revitalization Act and by the Asset Conservation, Lender Liability and Deposit Insurance Protection Act of 1996, and as further amended from time to time.

“**Code**” is defined as the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

“Collection Account” is defined as any account established by a Lockbox Agreement.

“Condemnation” is defined as the permanent or temporary taking of all or any portion of the Property, or any interest therein or right accruing thereto, by the exercise of the right of eminent domain (including any transfer in lieu of or in anticipation of the exercise of the right), inverse condemnation or any similar injury or damage to or decrease in the value of the Property, including severance and change in the grade of any streets and a Condemnation will be deemed to have occurred on the date title to the Property taken passes or if the Condemnation is temporary, on the date Trustor no longer has use of the affected property.

“Condemnation Awards” is defined in Section 2.1(h).

“Condemnation Proceeding” is defined as a Proceeding that could result in a Condemnation.

“Control” when used with respect to any specified Person, and unless expressly defined otherwise with respect to such specified Person, means the possession, directly or indirectly, of the sole and exclusive power to direct the management, policies, business and affairs of such Person (including the exclusive right at all times to appoint and remove the managers, directors, general partners (if applicable), officers or other representatives of such Person), by reason of the ownership, directly or indirectly, of ownership interests in such Person, by contract or otherwise, and the terms **“controlling”** and **“controlled”** have meanings correlative to the foregoing.

“Corporate Services Provider” means a nationally-recognized company that provides professional independent managers, directors and/or trustees. Initially, the Corporate Services Providers shall be limited to (i) Corporation Service Company, (ii) CT Corporation, (iii) National Registered Agents, Inc., and (iv) Independent Director Services, Inc.; provided Trustor and Lender may add or replace, by mutual agreement, any one or more of the foregoing Corporate Services Providers with other nationally-recognized companies that have been used by other borrowers for commercial mortgage loans.

“CPA” is defined as an independent certified public accountant satisfactory to Lender.

“Debt” is defined in Section 3.1.

“Debt Service Coverage” is defined as Net Operating Income of the Properties for any given period divided by the amount of scheduled Total Debt Service Payments over such period, as determined by Lender. If no period is specified, then Debt Service Coverage will be determined over a twelve (12) month period.

“Debt Service Payments” is defined as the monthly installments of principal and interest payable by Borrower to Lender as set forth in the Note.

“Deed of Trust” is defined as this Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Statement.

“Default Interest Rate” is defined as the lower of 10.5% per annum or the Maximum Interest Rate, if any.

“**Destruction Event**” is defined in Section 7.4.

“**Environmental Activity**” is defined as any actual, suspected or threatened abatement, cleanup, disposal, generation, handling, manufacture, possession, release, remediation, removal, storage, transportation, treatment or use of any Hazardous Material. The actual, suspected or threatened presence of any Hazardous Material or the actual, suspected or threatened noncompliance with any Environmental Laws, will be deemed Environmental Activity.

“**Environmental Laws**” is defined as all Laws pertaining to health, safety, protection of the environment, natural resources, conservation, wildlife, waste management, Hazardous Materials and pollution, including CERCLA.

“**Environmental Report**” is defined as the environmental site assessment received by Lender in connection with the closing of the Loan.

“**ERISA**” is defined in Section 8.3(a).

“**Event of Default**” is defined in Section 14.1.

“**Executive Order**” is defined in Section 8.4.

“**Expenses**” is defined in Section 11.1(a).

“**Financial Books and Records**” is defined as detailed accounts of the income and expenses of the Property and of Trustor and all other data, records and information that either are specifically referred to in the Article entitled “*FINANCIAL REPORTING*” or are necessary to the preparation of any of the statements, reports or certificates required under such Article and includes all supporting schedules prepared or used by the CPA in auditing the Annual Financial Statement or in issuing its opinion.

“**Fiscal Year**” is defined as any calendar year or partial calendar year during the Term.

“**Fixed Interest Rate**” is defined as 5.95% per annum.

“**Fixtures**” is defined as all of the Property that constitutes “fixtures” as defined on the Uniform Commercial Code.

“**General Partner**” means La Cantera Holding GP, LLC, a Delaware limited liability company, or any successor general partner of Trustor permitted in accordance with the provisions of this Deed of Trust.

“**Government**” is defined as any federal, state or municipal governmental or quasi-governmental authority including any executive, legislative or judicial branch and any division, subdivision or agency of any of them and any entity to which any of them has delegated authority.

“**Hazardous Materials**” is defined as (i) any by-product, chemical, compound, contaminant, pollutant, product, substance, waste or other material that is hazardous or toxic, (ii) any by-product, chemical, compound, contaminant, pollutant, product, substance, waste or other

material, the abatement, cleanup, discharge, disposal, emission, exposure to, generation, handling, manufacture, possession, presence, release, removal, remediation, storage, transportation, treatment or use of which is controlled, prohibited or regulated by any Environmental Laws, including asbestos, petroleum, petroleum products and polychlorinated biphenyls and (iii) mold, mildew, fungi, bacteria, viruses and other microbial matter.

“Imposition Penalty Date” is defined in Section 6.1(a).

“Impositions” is defined as all Taxes, Assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Property or Trustor or pursuant to any of the Property Documents and whether levied, assessed or imposed as excise, privilege or property taxes.

“Improvements” is defined in Section 2.1(b).

“Independent Manager” means an individual who (i) is approved by Lender, such approval not to be unreasonably withheld, conditioned or delayed, or (ii) is provided by a Corporate Services Provider; and, in either case, such individual is not, during his or her position as an Independent Manager, and who has not been, at any time during the five (5) years prior to his or her appointment as an independent manager of General Partner: (a) a stockholder, director (other than an independent director), officer, employee, partner, member, manager (other than an independent manager), attorney or counsel of Trustor or General Partner, or any of their respective Affiliates, (b) a customer, supplier or other person and/or entity who derives its purchases or revenues (other than any fee paid to such manager as compensation for such manager to serve as an Independent Manager) from its activities with Trustor or General Partner or their respective Affiliates (a **“Business Party”**), (c) an Affiliate of Trustor, General Partner, or any Business Party, or (d) a member of the immediate family of Trustor, General Partner, any Business Party or any of their respective Affiliates.

“Institutional Investor” is defined as any bank, savings institution, charitable foundation, insurance company, real estate investment trust, pension fund or investment advisor registered under the Investment Advisors Act of 1940, as amended, and acting as trustee or agent.

“Insurance Premiums” is defined as all present and future premiums and other charges due and payable on policies of fire, rental value and other insurance covering the Property and required pursuant to the provisions of this Decd of Trust.

“Insurance Proceeds” is defined in Section 2.1(i).

“Insurers” is defined in Section 7.1(c).

“Interest” is defined as the fixed interest payable under the Note at the Fixed Interest Rate and any other sums which are deemed to be interest under Law.

“**Land**” is defined in the Recitals.

“**Late Charge**” is defined in the Note.

“**Law**” is defined as all present and future codes, constitutions, cases, opinions, rules, manuals, regulations, determinations, laws, orders, ordinances, requirements and statutes, as amended, of any Government that affect or that may be interpreted to affect the Property, Trustor or the Loan, including amendments and all guidance documents and publications promulgated thereunder.

“**Leases**” is defined as all present and future leases, subleases, licenses and other agreements for the use and occupancy of the Land and Improvements, any related guarantees and any use and occupancy arrangements created pursuant to Section 365(h) of the Bankruptcy Code or otherwise in connection with the commencement or continuation of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar Proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupant of the Land and Improvements.

“**Lender**” is defined in the introductory paragraph.

“**Loan**” is defined in the Recitals.

“**Loan Documents**” is defined as the Note, this Deed of Trust, the Assignment, the Specialty Deed of Trust, that certain Assignment of Leases and Rents made by Specialty for the benefit of Lender, and all documents now or hereafter executed by Borrower or held by Lender relating to the Loan, including all amendments but excluding any indemnities or guaranties delivered in connection with the Loan.

“**Lockbox Agreement**” is defined any agreement providing for the establishment of a deposit account controlled by Lender into which Rents and other revenues from the Property are to be deposited.

“**Material Environmental Contamination**” is defined as contamination of the Property with Hazardous Materials (i) that constitutes a violation of one or more Environmental Laws; (ii) for which there is a significant possibility that remediation will be required under Environmental Laws; (iii) that results in a material risk of liability or expense to Lender; or (iv) that diminishes the value of the Property.

“**Maturity Date**” is defined in the Recitals.

“**Maximum Interest Rate**” is defined as the maximum rate of interest, if any, permitted by Law as of the date of this Deed of Trust to be charged with respect to the Loan.

“**Net Operating Income**” is defined as (a) the sum of all Rents and “Rents” (as defined in the Specialty Deed of Trust) determined on a cash basis over any period, less (b) the sum of all Operating Expenses and “Operating Expenses” (as defined in the Specialty Deed of Trust) determined on a cash basis for such period.

“**Note**” is defined in the Recitals.

“**Notices**” is defined in Section 17.1.

“**Obligations**” is defined in Section 3.1.

“**One-Time Sale**” is defined in Section 12.2(b)(i).

“**Operating Expenses**” is defined as the reasonable, customary and actual out-of-pocket payments paid in cash by Trustor in the ordinary course of business to unaffiliated third parties (or if affiliated, equivalent to arm’s length third-party transactions for comparable services) in connection with the management, operation, maintenance or leasing of the Property, including without limitation, Impositions, Insurance Premiums and operating expenses for the Property, ground rent (if any), management fees, landscaping, utilities, cleaning, administration, and repairs, but shall exclude (i) loan placement fees and Debt Service Payments, (ii) non-cash items such as depreciation or amortization and (iii) any costs which are a capital expenditure in accordance with GAAP incurred in connection with the ownership, operation and maintenance of the Property.

“**Permitted Exceptions**” is defined as the matters shown in Schedule B, Part 1 and 2 of the title insurance policy insuring the lien of this Deed of Trust.

“**Permitted Transfers**” is defined in Section 12.2(b).

“**Permitted Use**” is defined as a first class regional shopping center (with respect to the Property) and a first class regional lifestyle center with ancillary office uses (with respect to the “Property” as defined in the Specialty Deed of Trust); and, in each case, uses incidentally and directly related to such respective use.

“**Person**” shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Personal Property**” is defined as the Property, other than Fixtures, the Land or the Improvements.

“**Pledge Agent**” is defined in the Reserve Agreements.

“**Policies**” is defined in Section 7.1(b).

“**Prepayment Premium**” is defined in the Note.

“**Principal**” is defined in the Recitals.

“**Proceeding**” is defined as a pending or threatened action, investigation, claim or litigation before a legal, equitable or administrative tribunal having proper jurisdiction.

“**Proceeds**” is defined in Section 7.2(c).

“Prohibited Person” is defined in Section 8.4(b).

“Property” is defined in Section 2.1.

“Properties” means, collectively, the Property and the “Property” (as defined in the Specialty Deed of Trust).

“Property Documents” is defined in Section 2.1(e).

“Qualified Pledgee” means a real estate investment trust, bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm, mutual fund, governmental entity or plan provided such entity (a) has total assets in name or under management in excess of \$650,000,000 and (except with respect to a pension advisory firm or similar fiduciary, capital/statutory surplus or shareholder’s equity of \$250,000,000; and (b) is regularly engaged in the business of making or owning commercial real estate loans or commercial loans secured by a pledge of interests in a mortgage borrower or owning and operating commercial mortgage properties.

“Qualified Transferee” is defined in Section 12.2(b)(i)(B).

“Receiver” is defined as a receiver, custodian, trustee, liquidator or conservator of the Property.

“Remedies” is defined in Section 14.2(a).

“Rent Roll” is defined in the Assignment.

“Rents” is defined as all present and future rents, prepaid rents, percentage, participation or contingent rents, issues, profits, proceeds, parking fees, revenues and other consideration accruing under or in connection with the Leases or otherwise derived from the use and occupancy of the Land or the Improvements, including tenant contributions to expenses, security deposits (if and when forfeited) and royalties, if any, all other fees or payments paid to or for the benefit of Trustor, including liquidated damages after a default under a Lease, any termination, cancellation, modification or other fee or premium payable by a tenant for any reason, the proceeds of any rental insurance and any payments received pursuant to Sections 502(b) or 365 of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupant of the Land or the Improvements and all claims as a creditor in connection with any of the foregoing.

“Reserve Agreements” is defined as, collectively, the Tax Reserve Agreement and the Supplemental Reserve Agreement.

“Restoration” is defined as the restoration of the Property after a Destruction Event as nearly as possible to its condition immediately prior to the Destruction Event, in accordance with the plans and specifications, in a first-class workmanlike manner using materials substantially equivalent in quality and character to those used for the original improvements, in accordance with Law and

free and clear of all liens, encumbrances or other charges other than this Deed of Trust and the Permitted Exceptions.

“Restoration Completion Date” is defined in Section 7.4(v).

“Restoration Funds” is defined in Section 7.5(b).

“Specialty Casualty” means a “Casualty” as defined in the Specialty Deed of Trust.

“Specialty Condemnation Proceeding” means a “Condemnation Proceeding” as defined in the Specialty Deed of Trust.

“Specialty Deed of Trust” means that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Specialty to Hamilton Scott Miller, Esq., as trustee for the benefit of Lender.

“Specialty Destruction Event” means “Destruction Event” as defined in the Specialty Deed of Trust.

“Specialty Leases” means “Leases” as defined in the Specialty Deed of Trust.

“Specialty Proceeds” means “Proceeds” as defined in the Specialty Deed of Trust.

“Supplemental Reserve” is defined in the Supplemental Reserve Agreement

“Supplemental Reserve Agreement” is defined as that Supplemental Reserve Agreement dated of even date with this Deed of Trust by and between Borrower and Lender.

“Tax and Assessment Reserve” is defined in the Tax Reserve Agreement.

“Taxes” is defined as all present and future real estate taxes or personal property taxes, if any, levied, assessed or imposed against the Property.

“Tax Reserve Agreement” is defined as that Tax Reserve Agreement dated of even date with this Deed of Trust by and between Borrower and Lender.

“Term” is defined as the period of time commencing on the date Lender disburses the Loan and terminating on the Maturity Date.

“Threshold Amount” is defined in Section 7.2(b).

“Total Debt Service Payments” means, for the period of time in question, collectively, the Debt Service Payments and “Debt Service Payments” (as defined in the Specialty Deed of Trust).

“Transfer” is defined in Section 12.1(a).

Uniform Commercial Code” is defined as the Uniform Commercial Code as in effect from time to time in the jurisdiction where the Land is located or, to the extent required by the Uniform Commercial Code, where the Trustor is located, as applicable.



Exhibit C

RULES OF CONSTRUCTION

(a) References in any Loan Document to numbered Articles or Sections are references to the Articles and Sections of that Loan Document. References in any Loan Document to any numbered or lettered Exhibits or Schedules are references to the Exhibits or Schedules attached to that Loan Document, all of which are incorporated in and constitute a part of that Loan Document. Article, Section, Exhibit and Schedule captions used in any Loan Document are for reference only and do not describe or limit the substance, scope or intent of that Loan Document or the individual Articles, Sections, Exhibits or Schedules of that Loan Document.

(b) The terms “include”, “including” and similar terms are construed as if followed by the phrase “without limitation”.

(c) The terms “Land”, “Improvements”, “Fixtures”, “Personal Property”, “Condemnation Awards”, “Insurance Proceeds” and “Property” are construed as if followed by the phrase “or any part thereof”.

(d) Any agreement by or duty imposed on Trustor in any Loan Document to perform any obligation or to refrain from any act or omission constitutes a covenant running with the ownership or occupancy of the Land and the Improvements, which will bind all parties hereto and their respective successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Property, and will inure to the benefit of Lender and all subsequent holders of the Note and this Deed of Trust and includes a covenant by Trustor to cause its partners, members, principals, agents, representatives and employees to perform the obligation or to refrain from the act or omission in accordance with the Loan Documents. Any statement or disclosure contained in any Loan Document about facts or circumstances relating to the Property, Trustor or the Loan constitutes a representation and warranty by Trustor made as of the date of the Loan Document in which the statement or disclosure is contained.

(e) The term “to Trustor’s knowledge” is construed as meaning to the best of Trustor’s knowledge after diligent inquiry.

(f) The singular of any word includes the plural and the plural includes the singular. The use of any gender includes all genders.

(g) The terms “person”, “party” and “entity” include natural persons, firms, partnerships, limited liability companies and partnerships, corporations and any other public or private legal entity.

(h) The term “provisions” includes terms, covenants, conditions, agreements and requirements.

(i) The term “amend” includes modify, supplement, renew, extend, replace or substitute and the term “amendment” includes modification, supplement, renewal, extension, replacement and substitution.

(j) Reference to any specific Law or to any document or agreement, including the Note, this Deed of Trust, any of the other Loan Documents, the Leases and the Property Documents includes any future amendments to the Law, document or agreement, as the case may be.

(k) No inference in favor of or against a party with respect to any provision in any Loan Document may be drawn from the fact that the party drafted the Loan Document.

(l) The term “certificate” means the sworn, notarized statement of the entity giving the certificate, made by a duly authorized person satisfactory to Lender affirming the truth and accuracy of every statement in the certificate. Any document that is “certified” means the document has been appended to a certificate of the entity certifying the document that affirms the truth and accuracy of everything in the document being certified. In all instances the entity issuing a certificate must be satisfactory to Lender.

(m) Any appointment of Lender as Trustor’s attorney-in-fact is irrevocable and coupled with an interest. Lender may appoint a substitute attorney-in-fact. Trustor ratifies all actions taken by the attorney-in-fact but, nevertheless, if Lender requests, Trustor will specifically ratify any action taken by the attorney-in-fact by executing and delivering to the attorney-in-fact or to any entity designated by the attorney-in-fact all documents necessary to effect the ratification.

(n) Any document, instrument or agreement to be delivered by Trustor will be in form and content satisfactory to Lender.

(o) All obligations, rights, remedies and waivers contained in the Loan Documents will be construed as being limited only to the extent required to be enforceable under the Law.

(p) The unmodified word “days” means calendar days.

Exhibit D

PROPERTY DOCUMENTS

1. Construction, Operation and Reciprocal Easement Agreement dated as of March 1, 2004, by and among La Cantera Retail Limited Partnership, Dillard Texas Operating Limited Partnership, The May Department Stores Company, Nordstrom, Inc., and The Neiman Marcus Group, Inc., recorded on March 3, 2004 in the Bexar County, Texas Official Public Records in Volume 10600, Page 0409 and as Document No. 2004004945.



Exhibit E

FORM OF REA AMENDMENT

(SEE ATTACHED)



FIRST AMENDMENT TO CONSTRUCTION, OPERATION
AND RECIPROCAL EASEMENT AGREEMENT

This First Amendment to Construction, Operation and Reciprocal Easement Agreement (this "Amendment") is made and entered into as of the _____ day of _____, 2010, by and between LA CANTERA RETAIL LIMITED PARTNERSHIP, a Texas limited partnership ("Developer"); DILLARD TEXAS, LLC, a Delaware limited liability company (successor by merger to Dillard Texas Limited Partnership)("Dillard"); MACY'S RETAIL HOLDINGS, INC., a New York corporation, as successor-in-interest to the May Department Stores Company ("Macy"); NORDSTROM, INC., a Washington corporation ("Nordstrom"); THE NEIMAN MARCUS GROUP, INC., a Delaware corporation ("Neiman Marcus"), and LA CANTERA SPECIALTY RETAIL, LP, a Texas Limited Partnership ("Avenue Successor").

RECITALS

A. Developer, Dillard, Macy, Nordstrom, and Neiman Marcus (collectively, the "Parties") own or lease parcels of land that, together, form The Shops at La Cantera, located in San Antonio, Texas (the "Shopping Center").

B. The Parties entered into that certain Construction Operation and Easement Agreement dated on or about March 1, 2004, and recorded at Book 10600, Page 409-583. among the Land Records of Bexar County, Texas (the "COREA").

C. Avenue Successor pursuant to Special Warranty Deed dated March 20, 2006 is the successor to Developer's interest in the Avenue Property.

D. The Parties and the Avenue Successor desire to enter into this Amendment in order to reflect certain changes resulting from development of the Avenue Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and the Avenue Successor agree as follows:

1. Definitions. Except as otherwise specifically provided in this Amendment, capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the COREA.

2. Legal Descriptions. The legal descriptions set forth in Exhibits B (Entire Property), E (Developer Mall Property) and F (Avenue Property) to the COREA are hereby deleted and the attached Exhibits B, E and F, respectively, are substituted therefor.

3. Site Plan. The Site Plan attached as Exhibit I to the COREA is hereby deleted and the attached Site Plan dated March 24, 2009 and labeled "Site Plan Exhibit 'I'" is substituted therefor.

4. Notice. Section 19.6 of the COREA is hereby amended by deleting the addresses for notice to Macy and inserting the following:

The address for all such documents and notices to Macy shall be as follows:

Macy's Retail Holdings, Inc.
7 West 7th Street
Cincinnati, OH 45202
Attention: Real Estate Department

with a copy to:

Macy's Retail Holdings, Inc.
611 Olive Street
St. Louis, MO 63101
Attention: Chairman

The address for all such documents and notices to Dillard shall be as follows:

Dillard Texas, LLC
4501 N. Beach Street
Ft. Worth, Texas 76137
Attn: President

with a copy to:

Dillard Texas, LLC
1600 Cantrell Road
Little Rock, Arkansas 72201
Attn: Vice President, Real Estate

5. Joinder by Avenue Successor. Avenue Successor joins this Amendment pursuant to Section 2.5 of the COREA.

6. Reaffirmation. Except as amended by this Amendment, the COREA shall continue unmodified and in full force and effect.

7. Execution in Counterparts. This Amendment, and any written instrument modifying or amending the COREA, may be executed in several counterparts, each of which shall be deemed an original; and all of such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on their behalf by their duly authorized officers as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]



LA CANTERA RETAIL LIMITED PARTNERSHIP

By: La Cantera Holding, LP, General Partner

By: La Cantera Holding GP, LLC, General Partner

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a notary public in and for such County, personally appeared _____, known to me to be the person who, as _____ of La Cantera Holding GP, LLC, the limited liability company that executed the foregoing instrument as the general partner of La Cantera Holding, LP, the general partner of LA CANTERA RETAIL LIMITED PARTNERSHIP, signed the same and acknowledged to me that he/she did sign said instrument in the name and upon behalf of said limited liability company as such officer, that the same is his/her free act and deed as such officer, and the free act and deed of said limited liability company; that he/she was duly authorized thereunto bit its managing member(s).

Given under my name and seal of office this _____ day of _____, 2008.

[NOTARIAL SEAL]

Notary Public in and for the State of Illinois

My commission expires _____.

DILLARD TEXAS, LLC

By: _____
James W. Cherry, Jr.
Vice President

STATE OF ARKANSAS)
) SS:
COUNTY OF HOT SPRING)

BEFORE ME, a notary public in and for such County, personally appeared JAMES W. CHERRY, JR., known to me to be the person who, as Vice President of DillardTexas, LLC., signed the same and acknowledged to me that he did sign said instrument in the name and upon behalf of the managers of said limited liability company as such officer, that the same is his free act and deed as such officer, and the free act and deed of said corporation; that he was duly authorized thereunto by its board of directors.

Given under my name and seal of office this _____ day of _____, 2008.

[NOTARIAL SEAL]

Notary Public in and for the State of Arkansas

My commission expires _____.

NORDSTROM, INC.

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

BEFORE ME, a notary public in and for such County, personally appeared _____, known to me to be the person who, as _____ of NORDSTROM, INC., signed the same and acknowledged to me that he/she did sign said instrument in the name and upon behalf of said corporation as such officer, that the same is his/her free act and deed as such officer, and the free act and deed of said corporation; that he/she was duly authorized thereunto bit its board of directors.

Given under my name and seal of office this _____ day of _____, 2008.

[NOTARIAL SEAL]

Notary Public in and for the State of Washington

My commission expires _____.

THE NEIMAN MARCUS GROUP, INC.

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) SS:
COUNTY OF _____)

BEFORE ME, a notary public in and for such County, personally appeared _____, known to me to be the person who, as _____ of THE NEIMAN MARCUS GROUP, INC., signed the same and acknowledged to me that he/she did sign said instrument in the name and upon behalf of said corporation as such officer, that the same is his/her free act and deed as such officer, and the free act and deed of said corporation; that he/she was duly authorized thereunto bit its board of directors.

Given under my name and seal of office this _____ day of _____, 2008.

[NOTARIAL SEAL]

Notary Public in and for the State of Illinois

My commission expires _____.

La Cantera Specialty Retail, LP, a Texas limited partnership

By: The Rouse Company of Texas, LLC, a Texas limited liability company, its general partner

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a notary public in and for such County, personally appeared _____, known to me to be the person who, as _____ of The Rouse Company of Texas, LLC, the limited liability company that executed the foregoing instrument as the general partner of La Cantera Specialty Retail, LP, signed the same and acknowledged to me that he/she did sign said instrument in the name and upon behalf of said limited liability company as such officer, that the same is his/her free act and deed as such officer, and the free act and deed of said limited liability company; that he/she was duly authorized thereunto by its managing member(s).

Given under my name and seal of office this _____ day of _____, 2008.

[NOTARIAL SEAL]

Notary Public in and for the State of Illinois

My commission expires _____.



EXHIBIT B
LEGAL DESCRIPTION OF ENTIRE PROPERTY

[To be provided.]



Exhibit B
Legal Description
Entire Property

LOTS 4, 5, 6, 7, 8 AND 9, BLOCK 9, NEW CITY BLOCK (NCB) 18339, SHOPS AT LA CANTERA SUBDIVISION AS RECORDED IN VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, ALL IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.,

INCLUDING AS TO LOT 8, THE PROPERTY DESCRIBED AS FOLLOWS:

PARCEL A:

A 0.1932 acre, or 8,418 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.1932 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone;

BEGINNING: At a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point on curve on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 38°40'07"W, a distance of 1162.19 feet;

THENCE: Along and with the east line of said Lot 8 with the following calls and distances:

Northwesterly, along the arc of a curve to the left, said curve having a radial bearing of N 89°20'41" W, a radius of 72.00 feet, a central angle of 48°47'31", a chord bearing and distance of N 23°44'26" W, 59.48 feet, for an arc distance of 61.31 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

Northwesterly, along the arc of a curve to the right, said curve having a radius of 63.00 feet, a central angle of 47°19'47", a chord bearing and distance of N°24°28'18" W, 50.57 feet, for an arc distance of 52.04 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

THENCE: N 00°48'24" W, a distance of 127.06 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp;

THENCE: Departing the east line of said Lot 8 and over and across said 99.49 acre tract with the following calls and distances:

Southeasterly, along the arc of a curve to the left, said curve having a radial bearing of N 81°21'54" E, a radius of 596.25 feet, a central angle of 8°18'33", a chord bearing and distance of S 12°47'23" E, 86.39 feet, for an arc distance of 86.47 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

Southeasterly, along the arc of a curve to the left, said curve having a radius of 19.25 feet, a central angle of 62°59'41", a chord bearing and distance of S°48°26'29" E, 20.11 feet, for an arc distance of 21.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Southeasterly, along the arc of a curve to the right, said curve having a radius of 67.75 feet, a central angle of 148°52'48", a chord bearing and distance of S°05°29'56" E, 130.53 feet, for an arc distance of 176.04 feet to the POINT OF BEGINNING and containing 0.1932 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PARCEL B:

A 0.0282 acre, or 1,229 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.0282 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S°45°06'14"W, a distance of 996.41 feet;

THENCE: Along and with said east line of Lot 8 with the following calls and distances:

N 06°24'18" W, a distance of 110.16 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;

Northeasterly, along the arc of a curve to the right, said curve having a radius of 63.00 feet, a central angle of 47°19'47", a chord bearing and distance of N°17°15'35"E, 50.57 feet, for an arc distance of 52.04 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

Northeasterly, along the arc of a curve to the left, said curve having a radius of 72.00 feet, a central angle of 3°30'07", a chord bearing and distance of N 39°10'25" E, 4.40 feet, for an arc distance of 4.40 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the east line of said Lot 8, over and across said 99.49 acre tract, an along the arc of a curve to the left, said curve having a radial bearing of S 84°18'04" E, a radius of 1234.25 feet, a central angle of 7°29'31", a chord

bearing and distance of S°01°57'10" W, 161.28 feet, for an arc distance of 161.39 feet to the POINT OF BEGINNING and containing 0.0282 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PARCEL C:

A 0.0639 acre, or 2,784 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.0639 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", an angle of the east line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 60°39'18"W, a distance of 808.61 feet;

THENCE: Along and with the east line of said Lot 8 with the following calls and distances:
N 37°36'00" W, a distance of 62.01 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
Northeasterly, along the arc of a curve to the left, said curve having a radial bearing of N 55°49'14" W, a radius of 280.00 feet, a central angle of 33°04'25", a chord bearing and distance of N 17°38'34" E, 159.39 feet, for an arc distance of 161.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp;

THENCE: S 10°46'39" E, departing said east line of said Lot 8, over and across said 99.49 acre tract, a distance of 19.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

THENCE: Over and across said 99.49 acre tract with the following calls and distances:
Southeasterly, along the arc of a curve to the right, said curve having a radius of 55.75 feet, a central angle of 19°29'28", a chord bearing and distance of S°01°01'55" E, 18.87 feet, for an arc distance of 18.97 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compounding curvature;
Southwesterly, along the arc of a curve to the right, said curve having a radius of 287.75 feet, a central angle of 13°55'45", a chord bearing and distance of S°15°40'41" W, 69.78 feet, for an arc distance of 69.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;
Southeasterly, along the arc of a curve to the left, said curve having a radius of 54.25 feet, a central angle of 81°11'47", a chord bearing and distance of S°17°57'20" E, 70.61 feet, for an arc distance of 76.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 31°26'47" W, a distance of 33.36 feet to the POINT OF BEGINNING and containing 0.0639 Acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

EXCLUDING AS TO LOT 8, THE PROPERTY DESCRIBED AS FOLLOWS:

PARCEL D (LESS AND EXCEPT):

A 0.6100 of an acre, or 26,573 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.6100 of an acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone.

BEGINNING: At a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 8, from which a 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 30°54'30"W, a distance of 1322.78 feet;

THENCE: Departing the east line of said Lot 8, and over and across said Lot 8 the following calls and distances:

Northwesterly, along a curve to the right, said curve having a radial bearing of N 81°21'54 " E, a radius of 596.25 feet, a central angle of 8°15'50", a chord bearing and distance of N 04°30'11 " W, 85.92 feet, for an arc distance of 86.00 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northwesterly, along a curve to the left, said curve having a radius of 366.75 feet, a central angle of 64°17'44", a chord bearing and distance of N 32°31'08"W, 390.30 feet, for an arc distance of 411.56 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northwesterly, along a curve to the right said curve having radius of 749.25 feet, a central angle of 19°58'13", a chord bearing and distance of N 54°40'54" W, 259.83 feet, an arc length of 261.15 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 45°35'00" E, a distance of 18.84 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", point on the east line of said Lot 8, a point of non-tangent curvature;

THENCE: Along and with the east line of said Lot 8 the following calls and distances:

Southeasterly, along a curve to the left said curve having a radial bearing of N 35°01'50" E, a radius of 250.00 feet, a central angle of 51°30'53", a chord bearing and distance of S 80°43'37" E, 217.28 feet, an arc length of 224.78 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson";

S 05°13'42" W, a distance of 126.60 feet to a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Southeasterly, along a curve to the right said curve having a radial bearing of S 02°45'34" W, a radius of 220.00 feet, a central angle of 86°26'01", a chord bearing and distance of S 44°01'25" E, 301.29 feet, an arc length of 331.88 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

THENCE: S 00°48'24" E, a distance of 200.45 feet to the POINT OF BEGINNING and containing 0.6100 of an acre in the City of San Antonio, Bexar County, Texas, Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc.

PARCEL E (LESS AND EXCEPT):

A 0.0050 of an acre, or 219 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.0050 of an acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 39°26'58"W, a distance of 119.52 feet;

THENCE: Departing the east line of said Lot 8, over and across said Lot 8 with the following calls and distances:

Northeasterly, along the arc of a curve to the right, said curve having a radial bearing of S°84°18'04" E, a radius of 1234.25 feet, a central angle of 00°37'36", a chord bearing and distance of N 06°00'43" E, 13.50 feet, an arc length of 13.50 feet, for an arc distance of 13.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

THENCE: Northeasterly, along the arc of a curve to the right, said curve having a radius of 44.25 feet, a central angle of 39°50'03", a chord bearing and distance of N 26°14'33" E, 30.15 feet, for an arc distance of 30.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp at the aforementioned east line of said Lot 8;

THENCE: Southwesterly, along and with the east line of said Lot 8, along the arc of a curve to the right, said curve having a radial bearing of N 87°22'50" W, a radius of 72.00 feet, a central angle of 34°48'12", a chord bearing and distance of S 20°01'16" W, 43.07 feet, for an arc distance of 43.74 feet to the POINT OF BEGINNING and containing 0.0050 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape-Dawson Engineers, Inc.

PARCEL F (LESS AND EXCEPT):

A 0.0057 acre, or 247 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.0057 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

- BEGINNING:** At a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point on curve on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 50°08'16"W, a distance of 931.91 feet;
- THENCE:** Departing said east line of Lot 8, and over and across said Lot 8 with the following calls and distances:
- N 10°46'39" W, a distance of 18.09 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;
- Northwesterly, along the arc of a curve to the right, said curve having a radius of 44.25 feet, a central angle of 5°03'34" , a chord bearing and distance of N°08°14'52" W, 3.91 feet, for an arc distance of 3.91 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;
- Northwesterly, along the arc of a curve to the right, said curve having a radius of 1234.25 feet, a central angle of 3°55'29", a chord bearing and distance of N°03°45'21" W, 84.53 feet, for an arc distance of 84.55 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp on the aforementioned east line of Lot 8;
- THENCE:** S 06°24'18" E, along and with the east line of said Lot 8, a distance of 69.79 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;
- THENCE:** Southeasterly, along the arc of a curve to the right, said curve having a radius of 280.00 feet, a central angle of 7°30'39", a chord bearing and distance of S°02°38'59" E, 36.68 feet, for an arc distance of 36.71 feet to the POINT OF BEGINNING and containing 0.0057 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

EXHIBIT F
LEGAL DESCRIPTION OF DEVELOPER MALL PROPERTY

[To be provided.]



Exhibit E
Legal Description
Developer Mall Property

LOT 4, BLOCK 9, NEW CITY BLOCK (NCB) 18339, SHOPS AT LA CANTERA SUBDIVISION AS RECORDED IN VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, ALL IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

Including the following Parcel A, legally described as follows:

PARCEL A:

A 1.866 acre, or 81,301 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 1.866 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the west line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 01°54'54" E, a distance of 1803.88 feet;

THENCE: Along and with the west line of said Lot 8 the following calls and distances:
Northwesterly, along a curve to the right said curve having a radial bearing of N 48°06'44" E, a radius of 757.50 feet, a central angle of 23°03'53", a chord bearing and distance of N 30°21'20" W, 302.88 feet, an arc length of 304.93 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;
Northwesterly, along a curve to the left said curve having radius of 328.50 feet, a central angle of 45°01'20", a chord bearing and distance of N 41°20'03" W, 251.54 feet, an arc length of 258.13 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;
N 63°50'43" W, a distance of 66.27 feet to a found ½" Iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;
Northwesterly, along a tangent curve to the left said curve having radius of 1003.50 feet, a central angle of 08°55'23", a chord bearing and distance of N 68°18'24" W, 156.12 feet, an arc length of 156.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the west line of said Lot 8, over and across said Lot 8 the following calls and distances:
N 18°09'34" E, a distance of 3.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;
Northeasterly, along a tangent curve to the right said curve having radius of 43.75 feet, a central angle of 91°33'51", a chord bearing and distance of N 63°56'30" E, 62.71 feet, an arc length of 69.92 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 70°16'35" E, a distance of 5.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Northeasterly, along a tangent curve to the left said curve having radius of 1.25 feet, a central angle of 89°25'53", a chord bearing and distance of N 65°00'29" E, 1.76 feet, an arc length of 1.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 20°17'32" E, a distance of 16.74 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Southeasterly, along a curve to the right said curve having a radial bearing of S 20°05'29" W, a radius of 1069.25 feet, a central angle of 06°03'48", a chord bearing and distance of S 66°52'37" E, 113.10 feet, an arc length of 113.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

S 63°50'43" E, a distance of 72.06 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 1542.75 feet, a central angle of 15°45'48", a chord bearing and distance of S 55°57'48" E, 423.10 feet, an arc length of 424.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°46'44" W, a distance of 16.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the left said curve having radius of 1.25 feet, a central angle of 88°51'37", a chord bearing and distance of S 02°39'04" E, 1.75 feet, an arc length of 1.94 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 47°04'52" E, a distance of 25.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Southeasterly, along a tangent curve to the right said curve having radius of 43.75 feet, a central angle of 89°16'24", a chord bearing and distance of S 02°26'40" E, 61.48 feet, an arc length of 68.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

S 42°11'32" W, a distance of 49.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 47°48'28" W, a distance of 16.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a of non-tangent curvature;

Southwesterly, along a curve to the left said curve having a radial bearing of S 47°49'50" E, a radius of 150.00 feet, a central angle of 59°08'24", a chord bearing and distance of S 12°35'58" W, 148.05 feet, an arc length of 154.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

THENCE:

S 16°58'14" E, a distance of 7.43 feet to the POINT OF BEGINNING and containing 1.866 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc.

LESS AND EXCEPT THE FOLLOWING PARCELS B, C AND D:

PARCEL B:

A 2.781 acre, or 121,153 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 2.781 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 14°57'43" E, a distance of 1195.76 feet;

THENCE: Northeasterly, departing the east line of said Lot 4, over and across said Lot 4, along a curve to the right said curve having a radial bearing of S 75°56'41" E, a radius of 446.25 feet, a central angle of 04°22'11", a chord bearing and distance of N 16°14'25" E, 34.03 feet, an arc length of 34.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the left said curve having radius of 1018.75 feet, a central angle of 12°35'54", a chord bearing and distance of N 12°07'33" E, 223.55 feet, an arc length of 224.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the right said curve having radius of 949.25 feet, a central angle of 15°36'29", a chord bearing and distance of N 13°37'51" E, 257.79 feet, an arc length of 258.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northeasterly, along a curve to the left said curve having radius of 450.75 feet, a central angle of 11°40'53", a chord bearing and distance of N 15°35'39" E, 91.74 feet, an arc length of 91.90 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Northeasterly, along a curve to the left said curve having a radial bearing of N 06°53'34" E, a radius of 50.00 feet, a central angle of 23°51'48", a chord bearing and distance of N 84°57'40" E, 20.67 feet, an arc length of 20.82 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

N 73°01'46" E, a distance of 98.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 16°58'14" W, a distance of 28.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature on the east line of said Lot 4;

THENCE: Southeasterly, along and with the east line of said Lot 4, along a non-tangent curve to the left said curve having a radial bearing of N 48°06'44" E, a radius of 757.50 feet, a central angle of 22°04'00", a chord bearing and distance of S 52°55'16" E, 289.94 feet, an arc length of 291.74 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", an east corner of said Lot 4;

THENCE: S 45°25'16" W, along and with the southeast line of said Lot 4, a distance of 673.67 feet to the POINT OF BEGINNING and containing 2.781 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc.

PARCEL C:

A 0.0068 of an acre, or 297 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the B.B.B. & C.R.R. Survey No. 21, Abstract 104, County Block 4765 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 0.0068 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on a northeast line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of said Lot 4, bears S 29°41'06" E, a distance of 603.83 feet;

THENCE: S 73°01'46" W, departing the northeast line of said Lot 4, over and across said Lot 4, a distance of 21.93 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 16°58'14" W, over and across said Lot 4, a distance of 20.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature on a northwest line of said Lot 4;

THENCE: Southeasterly, along a curve to the right said curve having a radial bearing of S 00°54'00" W, a radius of 35.00 feet, a central angle of 51°07'05", a chord bearing and distance of S 63°32'28" E, 30.20 feet, an arc length of 31.23 feet to the POINT OF BEGINNING and containing 0.0068 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc.

PARCEL D:

A 0.0235 of an acre, or 1,024 square feet more or less, tract of land being out of Lot 4, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of the B.B.B. & C.R.R. Survey No. 21, Abstract 104, County Block 4765 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 0.0235 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on a north line of said Lot 4, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of said Lot 4, bears S 21°46'46" E, a distance of 456.96 feet;

THENCE: N 70°36'11" W, over and across said Lot 4 a distance of 59.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

THENCE: Northwesterly, over and across said Lot 4, along a tangent curve to the right said curve having radius of 58.75 feet, a central angle of 29°20'57", a chord bearing and distance of N 55°55'42" W, 29.77 feet, an arc length of 30.09 feet to a set ½" iron

rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature, a point on the northeast line of said Lot 4;

THENCE: Along and with the northeast line of said Lot 4 the following calls and distances:

Southeasterly, along a non-tangent curve to the left said curve having a radial bearing of N 28°44'21" E, a radius of 89.50 feet, a central angle of 26°05'20", a chord bearing and distance of S 74°18'19" E, 40.40 feet, an arc length of 40.75 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

Southeasterly, along a tangent curve to the left said curve having radius of 1236.00 feet, a central angle of 01°16'10", a chord bearing and distance of S 87°59'04" E, 27.39 feet, an arc length of 27.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Southeasterly, along a curve to the right said curve having radius of 35.00 feet, a central angle of 36°47'38", a chord bearing and distance of S 70°13'20" E, 22.09 feet, an arc length of 22.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 19°23'49" W, departing the northeast line of said Lot 4, over and across said Lot 4 a distance of 18.18 feet to the POINT OF BEGINNING and containing 0.0235 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc.

ALSO, LESS AND EXCEPT "FUTURE DEVELOPER PARCELS" (EXHIBIT M TO COREA)

EXHIBIT F
LEGAL DESCRIPTION OF AVENUE PROPERTY

[To be provided.]



Exhibit F
Legal Description
(Avenue Property)

LOT 8, BLOCK 9, NEW CITY BLOCK 18339, SHOPS AT LA CANTERA, AN ADDITION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN, VOLUME 9559, PAGE 81 THROUGH 85, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

INCLUDING PARCELS A, B AND C, DESCRIBED AS FOLLOWS:

PARCEL A:

A 0.1932 acre, or 8,418 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.1932 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone;

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point on curve on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 38°40'07"W, a distance of 1162.19 feet;

THENCE: Along and with the east line of said Lot 8 with the following calls and distances:
Northwesterly, along the arc of a curve to the left, said curve having a radial bearing of N 89°20'41" W, a radius of 72.00 feet, a central angle of 48°47'31", a chord bearing and distance of N 23°44'26" W, 59.48 feet, for an arc distance of 61.31 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

Northwesterly, along the arc of a curve to the right, said curve having a radius of 63.00 feet, a central angle of 47°19'47", a chord bearing and distance of N°24°28'18" W, 50.57 feet, for an arc distance of 52.04 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

THENCE: N 00°48'24" W, a distance of 127.06 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp;

THENCE: Departing the east line of said Lot 8 and over and across said 99.49 acre tract with the following calls and distances:

Southeasterly, along the arc of a curve to the left, said curve having a radial bearing of N 81°21'54" E, a radius of 596.25 feet, a central angle of 8°18'33", a chord bearing and distance of S 12°47'23" E, 86.39 feet, for an arc distance of 86.47 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

Southeasterly, along the arc of a curve to the left, said curve having a radius of 19.25 feet, a central angle of 62°59'41", a chord bearing and distance of S°48°26'29" E, 20.11 feet, for an arc distance of 21.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Southeasterly, along the arc of a curve to the right, said curve having a radius of 67.75 feet, a central angle of 148°52'48", a chord bearing and distance of S°05°29'56" E, 130.53 feet, for an arc distance of 176.04 feet to the POINT OF BEGINNING and containing 0.1932 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PARCEL B:

A 0.0282 acre, or 1,229 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.0282 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S°45°06'14"W, a distance of 996.41 feet;

THENCE: Along and with said east line of Lot 8 with the following calls and distances:
N 06°24'18" W, a distance of 110.16 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;
Northeasterly, along the arc of a curve to the right, said curve having a radius of 63.00 feet, a central angle of 47°19'47", a chord bearing and distance of N°17°15'35"E, 50.57 feet, for an arc distance of 52.04 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;
Northeasterly, along the arc of a curve to the left, said curve having a radius of 72.00 feet, a central angle of 3°30'07", a chord bearing and distance of N 39°10'25" E, 4.40 feet, for an arc distance of 4.40 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the east line of said Lot 8, over and across said 99.49 acre tract, an along the arc of a curve to the left, said curve having a radial bearing of S 84°18'04" E, a radius of 1234.25 feet, a central angle of 7°29'31", a chord bearing and distance of S°01°57'10" W, 161.28 feet, for an arc distance of 161.39 feet to the POINT OF BEGINNING and containing 0.0282 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PARCEL C:

A 0.0639 acre, or 2,784 square feet more or less, tract of land being out of that 99.49 acre tract conveyed to La Cantera Development Company in deed recorded in Volume 4882, Pages 1193-1198 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 14859 of the City of San Antonio. Said 0.0639 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

- BEGINNING:** At a set ½" iron rod with a yellow cap marked "Pape-Dawson", an angle of the east line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 60°39'18"W, a distance of 808.61 feet;
- THENCE:** Along and with the east line of said Lot 8 with the following calls and distances:
N 37°36'00" W, a distance of 62.01 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";
Northeasterly, along the arc of a curve to the left, said curve having a radial bearing of N 55°49'14" W, a radius of 280.00 feet, a central angle of 33°04'25", a chord bearing and distance of N 17°38'34" E, 159.39 feet, for an arc distance of 161.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp;
- THENCE:** S 10°46'39" E, departing said east line of said Lot 8, over and across said 99.49 acre tract, a distance of 19.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;
- THENCE:** Over and across said 99.49 acre tract with the following calls and distances:
Southeasterly, along the arc of a curve to the right, said curve having a radius of 55.75 feet, a central angle of 19°29'28", a chord bearing and distance of S°01'01'55" E, 18.87 feet, for an arc distance of 18.97 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compounding curvature;
Southwesterly, along the arc of a curve to the right, said curve having a radius of 287.75 feet, a central angle of 13°55'45", a chord bearing and distance of S°15°40'41" W, 69.78 feet, for an arc distance of 69.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;
Southeasterly, along the arc of a curve to the left, said curve having a radius of 54.25 feet, a central angle of 81°11'47", a chord bearing and distance of S°17°57'20" E, 70.61 feet, for an arc distance of 76.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
- THENCE:** S 31°26'47" W, a distance of 33.36 feet to the POINT OF BEGINNING and containing 0.0639 Acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

LESS AND EXCEPT PARCELS D, E AND F, DESCRIBED AS FOLLOWS:

PARCEL D:

A 0.6100 of an acre, or 26,573 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of

Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.6100 of an acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone.

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 30°54'30"W, a distance of 1322.78 feet;

THENCE: Departing the east line of said Lot 8, and over and across said Lot 8 the following calls and distances:

Northwesterly, along a curve to the right, said curve having a radial bearing of N 81°21'54 " E, a radius of 596.25 feet, a central angle of 8°15'50", a chord bearing and distance of N 04°30'11 " W, 85.92 feet, for an arc distance of 86.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northwesterly, along a curve to the left, said curve having a radius of 366.75 feet, a central angle of 64°17'44", a chord bearing and distance of N 32°31'08"W, 390.30 feet, for an arc distance of 411.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of reverse curvature;

Northwesterly, along a curve to the right said curve having radius of 749.25 feet, a central angle of 19°58'13", a chord bearing and distance of N 54°40'54" W, 259.83 feet, an arc length of 261.15 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: N 45°35'00" E, a distance of 18.84 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", point on the east line of said Lot 8, a point of non-tangent curvature;

THENCE: Along and with the east line of said Lot 8 the following calls and distances:

Southeasterly, along a curve to the left said curve having a radial bearing of N 35°01'50" E, a radius of 250.00 feet, a central angle of 51°30'53", a chord bearing and distance of S 80°43'37" E, 217.28 feet, an arc length of 224.78 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 05°13'42" W, a distance of 126.60 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of non-tangent curvature;

Southeasterly, along a curve to the right said curve having a radial bearing of S 02°45'34" W, a radius of 220.00 feet, a central angle of 86°26'01", a chord bearing and distance of S 44°01'25" E, 301.29 feet, an arc length of 331.88 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", a point of tangency;

THENCE: S 00°48'24" E, a distance of 200.45 feet to the POINT OF BEGINNING and containing 0.6100 of an acre in the City of San Antonio, Bexar County, Texas, Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc.

PARCEL E:

A 0.0050 of an acre, or 219 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.0050 of an acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

- BEGINNING:** At a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the east line of said Lot 8, from which a ½" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 39°26'58"W, a distance of 119.52 feet;
- THENCE:** Departing the east line of said Lot 8, over and across said Lot 8 with the following calls and distances:
Northeasterly, along the arc of a curve to the right, said curve having a radial bearing of S°84°18'04" E, a radius of 1234.25 feet, a central angle of 00°37'36", a chord bearing and distance of N 06°00'43" E, 13.50 feet, an arc length of 13.50 feet, for an arc distance of 13.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;
- THENCE:** Northeasterly, along the arc of a curve to the right, said curve having a radius of 44.25 feet, a central angle of 39°50'03", a chord bearing and distance of N 26°14'33" E, 30.15 feet, for an arc distance of 30.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp at the aforementioned east line of said Lot 8;
- THENCE:** Southwesterly, along and with the east line of said Lot 8, along the arc of a curve to the right, said curve having a radial bearing of N 87°22'50" W, a radius of 72.00 feet, a central angle of 34°48'12", a chord bearing and distance of S 20°01'16" W, 43.07 feet, for an arc distance of 43.74 feet to the POINT OF BEGINNING and containing 0.0050 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape-Dawson Engineers, Inc.

PARCEL F:

A 0.0057 acre, or 247 square feet more or less, tract of land being out of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, out of the Commanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724 of Bexar County Texas, now in New City Block (N.C.B.) 18339 of the City of San Antonio. Said 0.0057 acre tract being more fully described as follows with bearings derived from the Texas Coordinate System for the South Central Zone:

BEGINNING: At a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point on curve on the east line of Lot 8, Block 9 of the Shops at La Cantera Subdivision recorded in Volume 9559, Page 81-85 of the Deed and Plat Records of Bexar County Texas, out of that 34.98 acre tract conveyed to La Cantera Specialty Retail, L.P. in deed recorded in Volume 12094, Pages 1285-1288 of the Official Public Records of Real Property of Bexar County, Texas, from which a 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of the Charles Anderson Loop 1604, set for the southeast corner of Lot 4, Block 9 of said Shops at La Cantera Subdivision bears S 50°08'16"W, a distance of 931.91 feet;

THENCE: Departing said east line of Lot 8, and over and across said Lot 8 with the following calls and distances:

N 10°46'39 " W, a distance of 18.09 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of curvature;

Northwesterly, along the arc of a curve to the right, said curve having a radius of 44.25 feet, a central angle of 5°03'34" , a chord bearing and distance of N°08°14'52 " W, 3.91 feet, for an arc distance of 3.91 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of compound curvature;

Northwesterly, along the arc of a curve to the right, said curve having a radius of 1234.25 feet, a central angle of 3°55'29", a chord bearing and distance of N°03°45'21" W, 84.53 feet, for an arc distance of 84.55 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a point of cusp on the aforementioned east line of Lot 8;

THENCE: S 06°24'18" E, along and with the east line of said Lot 8, a distance of 69.79 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;

THENCE: Southeasterly, along the arc of a curve to the right, said curve having a radius of 280.00 feet, a central angle of 7°30'39", a chord bearing and distance of S°02°38'59" E, 36.68 feet, for an arc distance of 36.71 feet to the POINT OF BEGINNING and containing 0.0057 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

EXHIBIT I

SITE PLAN



The Shops at La Cantera

LA CANTERA RETAIL LIMITED PARTNERSHIP
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

ARCHITECT
 ALVARO ARCHITECTS
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

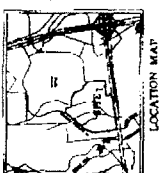
LANDSCAPE ARCHITECT
 LEONBY ANDERSON PALLA
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

INTERIOR ARCHITECT
 WATER COURTMANNA & ASSOCIATES, INC.
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

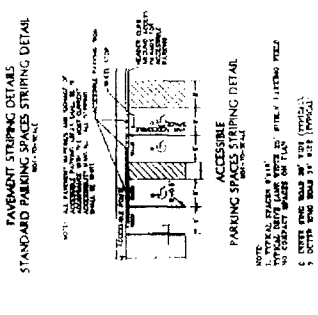
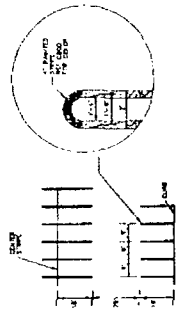
CONTRACTING & ASSOCIATES
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

LA CANTERA RETAIL LIMITED PARTNERSHIP
 10000 S. DEER CREEK BLVD., SUITE 1000
 DALLAS, TEXAS 75243
 (214) 343-7500

SITE PLAN EXHIBIT #1



- LEGEND**
- EXISTING BUILDING
 - NEW BUILDING
 - EXISTING PARKING
 - NEW PARKING
 - EXISTING DRIVEWAY
 - NEW DRIVEWAY
 - EXISTING DRIVE
 - NEW DRIVE
 - EXISTING SIDEWALK
 - NEW SIDEWALK
 - EXISTING BIKEWAY
 - NEW BIKEWAY
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING LIGHT FIXTURE
 - NEW LIGHT FIXTURE
 - EXISTING SIGN
 - NEW SIGN
 - EXISTING FENCE
 - NEW FENCE
 - EXISTING UTILITY
 - NEW UTILITY
 - EXISTING RETAINMENT WALL
 - NEW RETAINMENT WALL
 - EXISTING CURB
 - NEW CURB
 - EXISTING PAVEMENT
 - NEW PAVEMENT
 - EXISTING GRADE
 - NEW GRADE



CURRENT PARKING TABULATION			EXISTING PARKING TABULATION			PROPOSED PARKING TABULATION		
AREA	SPACES	PERCENTAGE	AREA	SPACES	PERCENTAGE	AREA	SPACES	PERCENTAGE
RETAIL PROPERTY	100	100%	RETAIL PROPERTY	100	100%	RETAIL PROPERTY	100	100%
OFFICE PROPERTY	50	50%	OFFICE PROPERTY	50	50%	OFFICE PROPERTY	50	50%
INDUSTRIAL PROPERTY	20	20%	INDUSTRIAL PROPERTY	20	20%	INDUSTRIAL PROPERTY	20	20%
RESIDENTIAL PROPERTY	10	10%	RESIDENTIAL PROPERTY	10	10%	RESIDENTIAL PROPERTY	10	10%
TOTAL	180	100%	TOTAL	180	100%	TOTAL	180	100%

CURRENT PARKING TABULATION			EXISTING PARKING TABULATION			PROPOSED PARKING TABULATION		
AREA	SPACES	PERCENTAGE	AREA	SPACES	PERCENTAGE	AREA	SPACES	PERCENTAGE
RETAIL PROPERTY	100	100%	RETAIL PROPERTY	100	100%	RETAIL PROPERTY	100	100%
OFFICE PROPERTY	50	50%	OFFICE PROPERTY	50	50%	OFFICE PROPERTY	50	50%
INDUSTRIAL PROPERTY	20	20%	INDUSTRIAL PROPERTY	20	20%	INDUSTRIAL PROPERTY	20	20%
RESIDENTIAL PROPERTY	10	10%	RESIDENTIAL PROPERTY	10	10%	RESIDENTIAL PROPERTY	10	10%
TOTAL	180	100%	TOTAL	180	100%	TOTAL	180	100%



Exhibit F

FORM OF UTILITY EASEMENT

(SEE ATTACHED)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC LINE RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

That, LA CANTERA SPECIALTY RETAIL, LP, a Texas limited partnership, ("Grantor"), whose mailing address is c/o General Growth Properties, Inc., 110 North Wacker Drive, Chicago, IL 60606, acting by and through its duly authorized partners, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, a Municipal Board of the CITY OF SAN ANTONIO, in Bexar County, Texas, created pursuant to the authority contained in § 1502.070 of the Texas Government Code, and its predecessor statute; the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold and conveyed and by these presents does grant, sell and convey unto the CITY OF SAN ANTONIO, as a part of its electric and gas system ("Grantee"), whose mailing address is P. O. Box 1771, San Antonio, Texas 78296, a non-exclusive easement and right-of-way for an underground electric transmission and distribution line consisting of variable numbers of wires and cables, and all necessary or desirable appurtenances at or near the location, and along the general course now located and staked out by Grantee, across, under, over, and upon the following described lands located in Bexar County, Texas, to-wit:

Being a 0.3792 acre, and a 1.166 acre, out of Lot 8, Block 9, New City Block 18339, Replat and Subdivision Plat of Shops of La Cantera Subdivision, San Antonio, Bexar County, Texas, according to Plat recorded in Volume 9559, Pages 81-85, Deed and Plat Records, Bexar County, Texas, as described in Deed recorded in Volume 12094, Page 2185, Official Public Records of Real Property, Bexar County, Texas.

Said easement and right-of-way being more particularly described and shown by field notes and drawing marked Exhibits "A" through "E", inclusive, attached hereto and made a part hereof.

Together with the right of ingress and egress over its adjacent lands and along said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, installing underground cables, conduits, aboveground transformers, maintaining and removing said electric lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto, and Grantor agrees that no building or structure of any kind will hereafter be erected or placed by Grantor, its respective successors and assigns, on said easement right-of-way herein granted without the prior consent of Grantee, which shall not be unreasonably withheld, conditioned or delayed, so long as this easement remains in effect; and the right of exercising all other rights hereby granted. Grantee shall be deemed to have given consent to such construction if Grantee fails to respond to Grantor's written request for consent within thirty days of delivery of such request. Notwithstanding the foregoing restriction, Grantee acknowledges that there presently exists on the easement some structures or part of structures, truck docks, signs and preparatory work for the addition of grease traps as buildings are added or altered and other construction and that it is not intended that the existing or intended construction be removed, relocated or prevented from being completed and used as the property is completely developed. Rather, the parties will cooperate with one another as necessary in connection with construction and modification to the area surrounding the easement particularly in connection with installation of grease traps, signs, and new construction.

Subject to the limitations contained herein, Grantor hereby reserves and retains all other property rights in and to the easement area, specifically including but not limited to: (a) the right to use the easement area for any purpose whatsoever, so long as such use does not substantially or unreasonably interfere with Grantee's rights hereunder (it being expressly understood that the use of the surface of the easement area for vehicular traffic, pedestrian traffic, landscaping (with the exception of trees), driveways and/or parking, signs, drainage lines, shade structures, bus stops and/or shelters, truck docks and other improvements thereon shall be deemed not to substantially interfere with Grantee's rights hereunder), and (b) the right to grant easements to others for utilities that now or in the future cross the easement area granted herein connecting buildings located on Grantor's property from time to time with utilities located within or about the roads shown on the attached drawing, and Grantor shall have the right to grant easements for driveways (including, without limitation, those easements and driveways shown on the attached drawing), so long as such other easements and other utilities in the easement area do not substantially or unreasonably interfere with Grantee's permitted use of the easement area.

If the surface of the easement area or any property adjacent thereto is disturbed by Grantee at any time and from time to time by the repair, maintenance, removal, replacement, or other work in connection with Grantee's utility facilities installed hereunder, Grantee at its sole cost and expense, shall repair and restore the surface (including necessary subsurface and sub-base compaction) of the easement area or any property adjacent thereto to substantially the same condition which existed immediately prior to such disturbance, including, without limitation, any and all

necessary repairs to and/or replacement of base material, pavement, hardscaping or landscaping which may be damaged, disturbed, removed or excavated by Grantee.

Grantee shall make reasonable efforts to prevent damage to or disruption of all other utilities and utility service and other equipment and systems within or without the easement area.

Except in the case of emergencies, as reasonably determined by Grantee, Grantee shall conduct its maintenance, repair and construction activities so as to minimize interference with the activities of Grantor (including refraining from non-emergency work in the easement area from November 15 through January 5 of the following year).

Grantee agrees, at its cost and expense, to keep the utility facilities and all other equipment, systems and property of Grantee located within the easement area in good order, condition and repair.

Grantor reserves the right to request relocation of said utility facilities and appurtenances to another location on the property at Grantor's sole cost and expense if consented to by Grantee, whose consent shall not be unreasonably withheld, conditioned or delayed. Upon receipt of and consent to such request by Grantee, and provided that Grantor has granted an easement to Grantee in substantially the same form as described herein for the new easement, Grantee will proceed, at Grantor's expense, to expeditiously relocate said utility facilities and appurtenances to the new relocated easement area.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee, its successors and assigns, until the use of said easement by Grantee shall be permanently abandoned.

BALANCE OF PAGE INTENTIONALLY BLANK

And Grantor does hereby bind itself, its respective successors and assigns, to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5th day of October, 2009.

La Cantera Specialty Retail, LP, a Texas limited partnership
By: The Rouse Company of Texas, LLC, a Texas limited liability company, its general partner

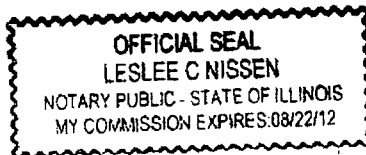
By: [Signature]
Authorized Officer

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

This instrument was acknowledged before me on this 5th day of October, 2009, by Ronald L. Green, Authorized officer, of The Rouse Company of Texas, LLC a Texas limited liability company, the general partner of La Cantera Specialty Retail, LP, a Texas limited partnership.

[Signature]
Notary Public, State of Illinois

Planner Eloy Trevino/DAH
15900 La Cantera Prkwy
Job #3841465



EXECUTED this _____ day of _____, 2009.

CITY PUBLIC SERVICE BOARD
OF SAN ANTONIO, a Municipal
Board of the City of San Antonio,
Bexar County, Texas

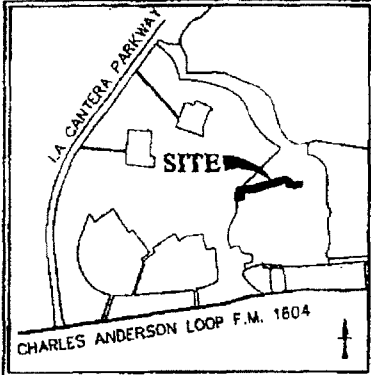
By: _____
Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____, 2009, by _____, on behalf of the City Public Service Board of San Antonio, a Municipal Board of the City of San Antonio, Bexar County, Texas.

Notary Public, State of Texas

Planner Eloy Trevino/DAH
15900 La Cantera Prkwy
Job #384-1465



LOCATION MAP
N.T.S.

DEED/PLAT REFERENCE

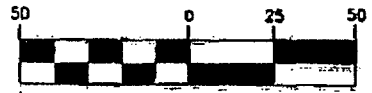
D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
 R.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	445.80'	0°56'52"	N13°35'16"E	7.37'	7.37'
C2	445.80'	11°04'16"	N07°34'42"E	86.01'	86.14'

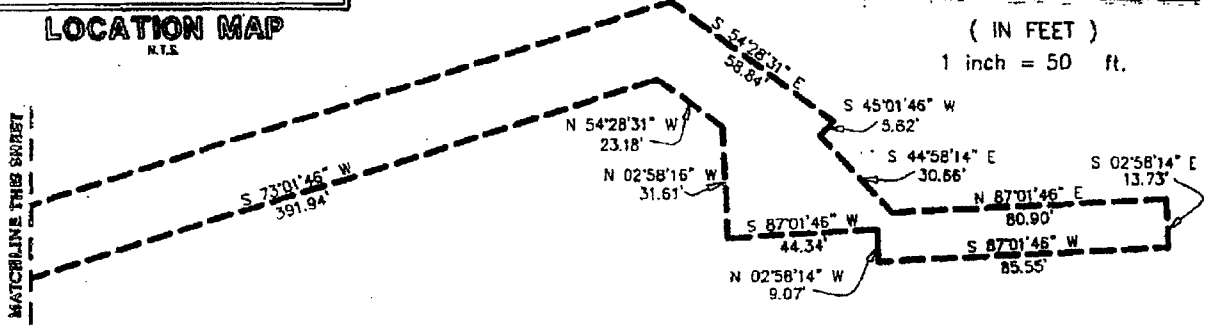


Notes:

- 1) THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (GORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



(IN FEET)
1 inch = 50 ft.

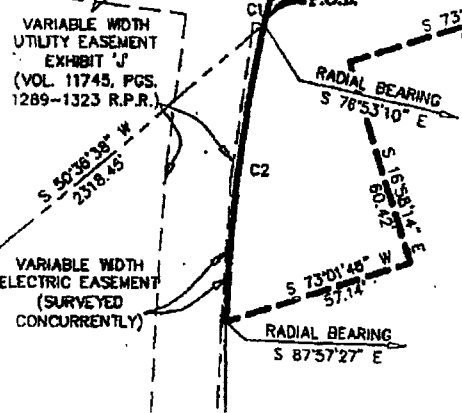
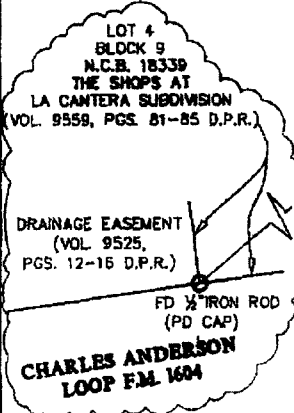


148.47 ACRES
 LA CANTERA RETAIL LIMITED PARTNERSHIP
 (VOL. 9573, PGS. 1826 R.P.R.)

LOT 4
 BLOCK 9
 N.C.B. 18339
 THE SHOPS AT LA CANTERA SUBDIVISION
 (VOL. 9559, PGS. 81-85 D.P.R.)

0.3792 OF AN ACRE
 16,516 SQUARE FEET
 MORE OR LESS

VARIABLE WIDTH
 ELECTRIC EASEMENT



LA CANTERA SPECIAL RETAIL, LP
 (VOL. 12094, PGS. 2185-2188 R.P.R.)

LOT 8
 BLOCK 9
 N.C.B. 18339
 THE SHOPS AT LA CANTERA SUBDIVISION
 (VOL. 9559, PGS. 81-85 D.P.R.)

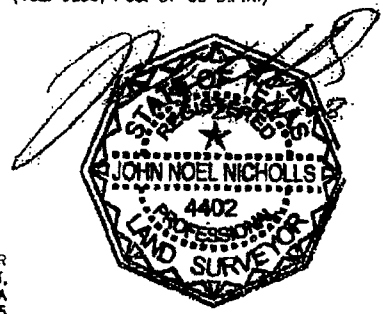


EXHIBIT OF
 A 0.3792 ACRE, OR 16,516 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING AN ELECTRIC EASEMENT, OUT OF LOT 8, BLOCK 9 OF THE SHOPS AT LA CANTERA SUBDIVISION, RECORDED IN VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, SAID LOT 8 CONVEYED TO LA CANTERA SPECIAL RETAIL, LP, IN SPECIAL WARRANTY DEED, RECORDED IN VOLUME 12094, PAGES 2185-2188 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK (N.C.B.) 18339 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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DATE: JULY 17, 2008 SHEET 1 OF 1

JOB No.: 4662-61

Date: Jul 21, 2008, 8:15am User: G. Brindley File: R:\014\1482-01-025\1482-01-CERT.DWG(17-LOT 8.dwg)



FIELD NOTES
FOR

A 0.3792 of an acre, or 16,516 square feet more or less; tract of land, being an Electric Easement, out of Lot 8, Block 9 of The Shops at La Cantera Subdivision, recorded in Volume 9559, Pages 81-85 of the Deed and Plat Records of Bexar County, said Lot 8 conveyed to La Cantera Special Retail, LP, in Special Warranty Deed, recorded in Volume 12094, Pages 2185-2188 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 0.3792 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a point on the west line of Lot 8 of the aforementioned Shops at La Cantera Subdivision, the east line of said Lot 4, being the southeast corner of a Variable Width Utility Easement, recorded in Volume 11745, Pages 1289-1323 of the Official Public Records of Real Property Records of Bexar County, Texas, a northeast corner of a 0.0035 of an acre Electric Easement surveyed concurrently, from which a found 1/2" iron rod with yellow cap marked "Pape-Dawson" for a southwest corner of said Lot 4 bears S 50°36'38" W, a distance of 2318.45 feet, a point on the northwest right-of-way line of Charles Anderson F.M. Loop 1604;

THENCE: Along and with the west line of said Lot 8, the east line of said Lot 4, along a curve to the right said curve having a radial bearing of S 76°53'10" E, a radius of 445.80 feet, a central angle of 00°56'52", a chord bearing and distance of N 13°35'16" E, 7.37 feet, an arc length of 7.37 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" for an angle point in the west line of said Lot 8, the east line of said Lot 4;

THENCE: N 45°25'16" E, along and with the west line of said Lot 8, the East line of said Lot 4 a distance of 16.10 feet to a point, being a northeast line of said Variable Width Utility Easement;

THENCE: Departing the east line of said Lot 4, over and across said Lot 8, the following calls and distances:

S 82°41'10" E, a distance of 28.28 feet to a point;

N 73°01'46" E, a distance of 45.37 feet to a point;

S 71°50'38" E, a distance of 32.01 feet to a point;

N 73°01'46" E, a distance of 395.48 feet to a point;

S 54°28'31" E, a distance of 58.84 feet to a point;

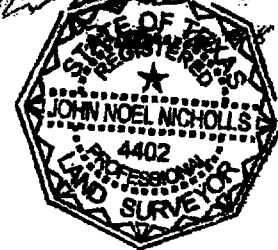
S 45°01'46" W, a distance of 5.62 feet to a point;

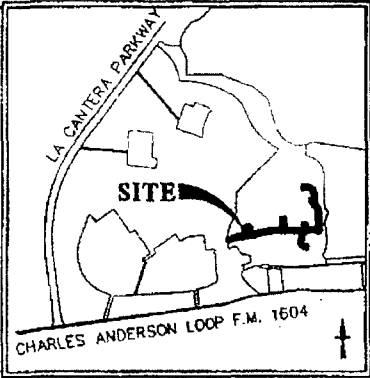
Job No. 4662-61
0.3792 of an acre

S 44°58'14" E, a distance of 30.66 feet to a point;
N 87°01'46" E, a distance of 80.90 feet to a point;
S 02°58'14" E, a distance of 13.73 feet to a point;
S 87°01'46" W, a distance of 85.55 feet to a point;
N 02°58'14" W, a distance of 9.07 feet to a point;
S 87°01'46" W, a distance of 44.34 feet to a point;
N 02°58'16" W, a distance of 31.61 feet to a point;
N 54°28'31" W, a distance of 23.18 feet to a point;
S 73°01'46" W, a distance of 391.94 feet to a point;
N 71°50'38" W, a distance of 32.01 feet to a point;
S 73°01'46" W, a distance of 61.43 feet to a point;
S 16°58'14" E, a distance of 60.42 feet to a point;
S 73°01'46" W, a distance of 57.14 feet to a point on the west line of said Lot 8,
the east line of said Lot 4;

THENCE: Along and with the west line of said Lot 8, the east line of said Lot 4, along a non-tangent curve to the right said curve having a radial bearing of S 87°57'27" E, a radius of 445.80 feet, a central angle of 11°04'16", a chord bearing and distance of N 07°34'42" E, 86.01 feet, an arc length of 86.14 feet to the **POINT OF BEGINNING**, and containing 0.3792 of an acre in the City of San Antonio, Bexar County, Texas, Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc.

PREPARED BY: Pape Dawson Engineers, Inc.
DATE: July 17, 2008
JOB No.: 4662-61
FILE: N:\CTVIL\4662-61-SPSWord\FN4662-61-ELBC ESMT2-LOT8.doc





LOCATION MAP
M.T.S.

LOT 4
BLOCK 9
N.C.B. 18339
THE SHOPS AT
LA CANTERA SUBDIVISION
(VOL. 9559, PGS.
81-85 D.P.R.)

LA CANTERA SPECIAL RETAIL, LP
(VOL. 12094, PGS. 2185-2188 R.P.R.)

LOT 8
BLOCK 9
N.C.B. 18339
THE SHOPS AT LA CANTERA SUBDIVISION
(VOL. 9559, PGS. 81-85 D.P.R.)

VARIABLE WIDTH
ELECTRIC EASEMENT
1.166 ACRE
50,802 SQUARE FEET
MORE OR LESS

VARIABLE WIDTH
UTILITY EASEMENT
EXHIBIT "J"
(VOL. 11745, PGS.
1289-1323 R.P.R.)

TAX ID: 698504
SHOPS AT LA CANTERA
Location Address: 15900 LA CANTERA PKWY TX
Address: X GENRAL GROWTH PROP
PO BOX 617905
CHICAGO, IL 60661-7905

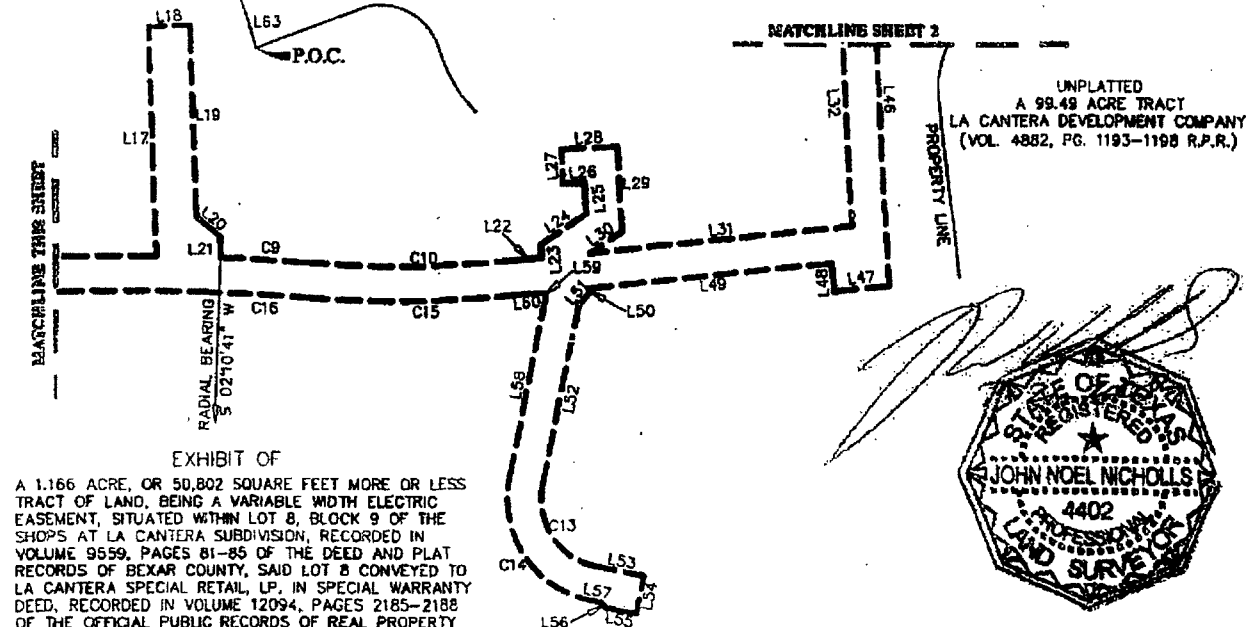
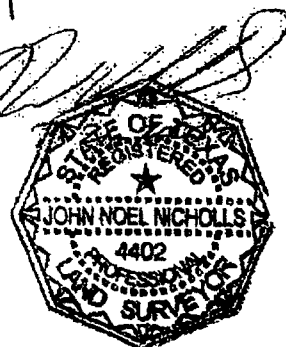


EXHIBIT OF
A 1.166 ACRE, OR 50,802 SQUARE FEET MORE OR LESS
TRACT OF LAND, BEING A VARIABLE WIDTH ELECTRIC
EASEMENT, SITUATED WITHIN LOT 8, BLOCK 9 OF THE
SHOPS AT LA CANTERA SUBDIVISION, RECORDED IN
VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT
RECORDS OF BEXAR COUNTY, SAID LOT 8 CONVEYED TO
LA CANTERA SPECIAL RETAIL, LP, IN SPECIAL WARRANTY
DEED, RECORDED IN VOLUME 12094, PAGES 2185-2188
OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK
(N.C.B.) 18339 OF THE CITY OF SAN ANTONIO, BEXAR
COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**



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DEED/PLAT REFERENCE

D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
R.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

Notes:

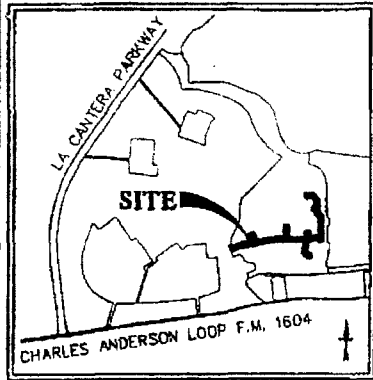
- 1) THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1986), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



(IN FEET)

1 inch = 100 ft.

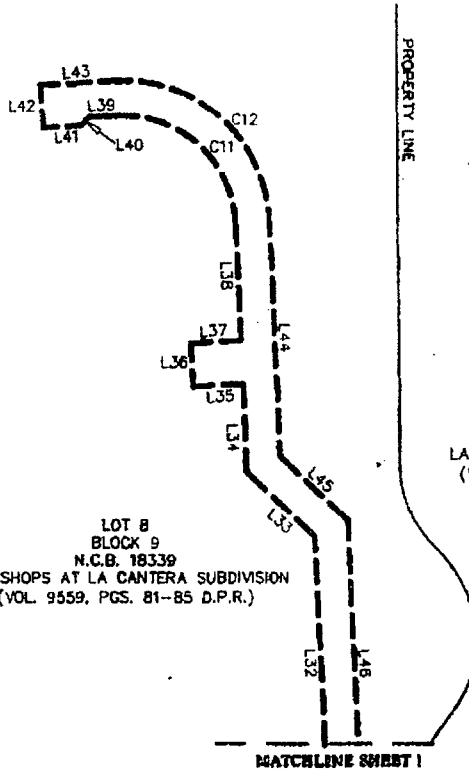
Date: July 21, 2008, 8:30am, New City Block 18339, Lot 8, Block 9, N.C.B. 18339, Vol. 9559, Pgs. 81-85 D.P.R., East of Charles Anderson Loop F.M. 1504



LOCATION MAP
N.T.S.

DEED/PLAT REFERENCE

D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
 R.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS



LOT 8
 BLOCK 9
 N.C.B. 18339
 THE SHOPS AT LA CANTERA SUBDIVISION
 (VOL. 9559, PGS. 81-85 D.P.R.)

LINE	BEARING	LENGTH
L1	N 83°30'44" E	14.49'
L2	N 07°12'37" W	11.53'
L3	N 80°22'37" W	34.61'
L4	N 16°58'14" W	23.72'
L5	N 73°01'46" E	8.16'
L6	N 16°58'14" W	31.40'
L7	N 73°01'46" E	0.90'
L8	N 16°58'14" W	2.94'
L9	N 73°01'46" E	59.29'
L10	S 02°35'24" E	9.07'
L11	S 73°01'46" W	3.20'
L12	S 16°58'14" E	13.84'
L13	N 73°01'46" E	16.94'
L14	S 16°58'14" E	46.00'
L15	S 73°01'46" W	20.85'
L16	S 16°58'14" E	31.51'
L17	N 01°58'14" W	132.92'
L18	N 88°01'48" E	24.64'
L19	S 01°58'14" E	111.38'
L20	S 52°18'11" E	18.07'
L21	S 01°58'15" E	12.32'
L22	N 84°20'11" E	16.21'
L23	N 05°39'49" W	7.49'
L24	N 58°01'48" E	32.31'
L25	N 02°58'15" W	17.87'
L26	S 87°01'45" W	12.44'
L27	N 02°58'15" W	20.00'
L28	N 87°01'45" E	32.44'
L29	S 02°58'15" E	48.18'
L30	S 58°01'48" W	22.27'
L31	N 84°20'11" E	158.57'
L32	N 02°58'15" W	227.73'
L33	N 47°58'15" W	54.49'
L34	N 02°58'15" W	50.33'
L35	S 87°01'45" W	29.25'
L36	N 02°58'15" W	24.52'
L37	N 87°01'45" E	29.25'
L38	N 02°58'15" W	66.91'
L39	S 87°01'45" W	18.20'
L40	S 42°01'45" W	6.02'
L41	S 87°01'45" W	23.29'
L42	N 02°58'15" W	24.26'
L43	N 87°01'45" E	45.75'
L44	S 02°58'15" E	133.48'
L45	S 47°58'15" E	54.45'
L46	S 02°58'15" E	271.70'
L47	S 84°20'11" W	32.53'
L48	N 05°39'49" W	16.58'
L49	S 84°20'11" W	145.19'
L50	S 05°39'49" E	2.76'

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	LENGTH
C1	93.00'	14°06'34"	N71°39'23"E	22.84'	22.90'
C2	392.00'	21°42'01"	N75°27'07"E	147.58'	148.47'
C3	878.00'	02°19'01"	N85°08'36"E	35.50'	35.50'
C4	878.00'	00°14'58"	N82°54'52"E	3.83'	3.83'
C5	878.00'	07°20'58"	N78°39'47"E	112.55'	112.62'
C6	507.00'	11°22'28"	N78°40'32"E	100.49'	100.65'
C7	1512.00'	08°21'07"	N87°32'20"E	167.54'	167.63'
C8	1512.00'	01°59'28"	S88°48'30"E	52.53'	52.53'
C9	708.00'	09°48'58"	N88°15'08"E	121.35'	121.50'
C10	85.00'	90°00'00"	N47°58'15"W	91.92'	102.10'
C11	85.00'	90°00'00"	S47°58'15"E	120.21'	133.52'
C12	40.00'	90°00'00"	S33°11'11"W	56.57'	62.83'
C13	80.00'	90°00'00"	N33°11'11"W	84.85'	94.25'
C14	728.00'	09°48'58"	S88°15'09"W	124.78'	124.93'
C15	1491.85'	02°17'43"	N88°58'44"W	58.76'	58.77'
C16	1492.00'	07°30'38"	S88°07'08"W	195.44'	195.58'
C17	487.00'	11°22'28"	S78°40'32"W	96.52'	96.68'
C18	898.00'	07°24'11"	S78°41'23"W	115.93'	116.03'
C19	898.00'	00°28'46"	S82°48'17"W	7.52'	7.52'
C20	898.00'	02°19'20"	S85°08'27"W	36.39'	36.40'
C21	372.00'	21°42'01"	S75°27'07"W	140.05'	140.89'
C22	113.00'	14°06'34"	S71°39'23"W	27.76'	27.83'
C23	20.00'	75°16'09"	S63°39'15"E	24.42'	25.27'
C24	40.00'	34°19'03"	N84°07'48"W	23.60'	23.96'
C25	331.25'	04°52'05"	N04°44'29"W	28.14'	28.14'
C26	331.25'	9°39'49"	N12°00'26"W	55.80'	55.87'

LINE	BEARING	LENGTH
L51	S 39°20'11" W	9.43'
L52	S 11°48'49" W	105.27'
L53	S 78°11'11" E	28.62'
L54	S 11°48'49" W	22.27'
L55	N 78°11'11" W	18.07'
L56	N 33°11'11" W	3.21'
L57	N 78°11'11" W	8.29'
L58	N 11°48'49" E	106.34'
L59	N 05°39'49" W	2.41'
L60	S 84°20'11" W	16.21'
L61	S 81°28'41" W	34.07'
L62	S 83°30'44" W	14.66'
L63	S 16°50'20" E	32.15'

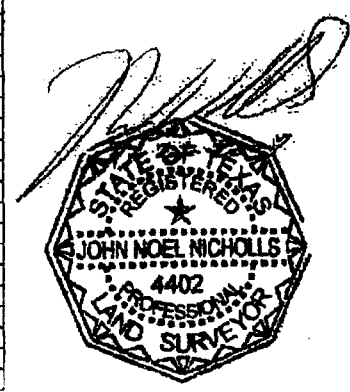


EXHIBIT OF
 A 1.166 ACRE, OR 50,802 SQUARE FEET MORE OR LESS TRACT OF LAND, BEING A VARIABLE WIDTH ELECTRIC EASEMENT, SITUATED WITHIN LOT 8, BLOCK 9 OF THE SHOPS AT LA CANTERA SUBDIVISION, RECORDED IN VOLUME 9559, PAGES 81-85 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, SAID LOT 8 CONVEYED TO LA CANTERA SPECIAL RETAIL, LP, IN SPECIAL WARRANTY DEED, RECORDED IN VOLUME 12094, PAGES 2185-2188 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK (N.C.B.), 18339 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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355 EAST RAMSEY | SAN ANTONIO, TEXAS 78218 | PHONE: 210.375.9000 FAX: 210.375.9000

DATE: JULY 17, 2008 SHEET 2 OF 2

JOB No.: 4662-61

Date: Jul 21, 2008, 8:30am User: G. Blahar File: S:\GIS\4662-61\DWG\4662-61 ESMT.Dwg Plot: 1 of 8



FIELD NOTES
FOR

A 1.166 acre, or 50,802 square feet more or less tract of land, being an Electric Easement, out of Lot 8, Block 9 of The Shops at La Cantera Subdivision, recorded in Volume 9559, Pages 81-85 of the Deed and Plat Records of Bexar County, said Lot 8 conveyed to La Cantera Special Retail, LP, in Special Warranty Deed, recorded in Volume 12094, Pages 2185-2188 of the Official Public Records of Real Property of Bexar County, Texas, Texas, in New City Block (N.C.B.) 18339 of the City of San Antonio, Bexar County, Texas. Said 1.166 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone.

COMMENCING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson" for a southwest corner of said Lot 8, a northeast re-entrant corner of said Lot 4 of the aforementioned Shops at La Cantera Subdivision;

THENCE: N 16°50'20" W, along and with the west line of said Lot 8, the East line of said Lot 4, a distance of 32.15 feet to a point of curvature;

THENCE: Along and with the west line of said Lot 8, the East line of said Lot 4, along a curve to the right, said curve having a radius of 331.25 feet, a central angle of 9°39'49", a chord bearing and distance of N 12°00'26" W, 55.80 feet, an arc length of 55.87 feet, to the POINT OF BEGINNING of the herein described Electric Easement, a point on a non-tangent curve, the south corner of the herein described easement, a southeast corner of a 0.0015 of an acre Electric Easement surveyed concurrently;

THENCE: Along and with the west line of said Lot 8, the East line of said Lot 4, with a non-tangent curve to the right said curve having a radial bearing of N 82°49'29" E, a radius of 331.25 feet, a central angle of 4°52'05", a chord bearing and distance of N 04°44'29" W, 28.14 feet, an arc length of 28.14 feet to a point on a non-tangent curve;

THENCE: Departing the east line of said Lot 4, over and across said Lot 8 the following calls and distances:

Along a curve to the left said curve having a radial bearing of N 63°58'49" E, a radius of 20.00 feet, a central angle of 75°16'09", a chord bearing and distance of S 63°39'15" E, 24.42 feet, an arc length of 26.27 feet to a point of compound curvature;

Along a compound curve to the left said curve having radius of 93.00 feet, a central angle of 14°06'34", a chord bearing and distance of N 71°39'23" E, 22.84 feet, an arc length of 22.90 feet to a point of reverse curvature;

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Along a reverse curve to the right said curve having radius of 392.00 feet, a central angle of $21^{\circ}42'01''$, a chord bearing and distance of $N 75^{\circ}27'07'' E$, 147.58 feet, an arc length of 148.47 feet to a point of reverse curvature;

Along a reverse curve to the left said curve having radius of 878.00 feet, a central angle of $02^{\circ}19'01''$, a chord bearing and distance of $N 85^{\circ}08'36'' E$, 35.50 feet, an arc length of 35.50 feet to a point of tangency;

$N 83^{\circ}30'44'' E$, a distance of 14.49 feet to a point of non-tangent curvature;

Along a non-tangent curve to the left said curve having a radial bearing of $N 06^{\circ}57'39'' W$, a radius of 878.00 feet, a central angle of $00^{\circ}14'59''$, a chord bearing and distance of $N 82^{\circ}54'52'' E$, 3.83 feet, an arc length of 3.83 feet to a point of tangency;

$N 07^{\circ}12'37'' W$, a distance of 11.53 feet to a point;

$N 60^{\circ}22'37'' W$, a distance of 34.61 feet to a point;

$N 16^{\circ}58'14'' W$, a distance of 23.72 feet to a point;

$N 73^{\circ}01'46'' E$, a distance of 8.16 feet to a point;

$N 16^{\circ}58'14'' W$, a distance of 31.40 feet to a point;

$N 73^{\circ}01'46'' E$, a distance of 0.90 feet to a point;

$N 16^{\circ}58'14'' W$, a distance of 2.94 feet to a point;

$N 73^{\circ}01'46'' E$, a distance of 59.29 feet to a point;

$S 02^{\circ}35'24'' E$, a distance of 9.07 feet to a point;

$S 73^{\circ}01'46'' W$, a distance of 3.20 feet to a point;

$S 16^{\circ}58'14'' E$, a distance of 13.84 feet to a point;

$N 73^{\circ}01'46'' E$, a distance of 16.94 feet to a point;

$S 16^{\circ}58'14'' E$, a distance of 46.00 feet to a point;

$S 73^{\circ}01'46'' W$, a distance of 20.85 feet to a point;

$S 16^{\circ}58'14'' E$, a distance of 31.51 feet to a point of non-tangent curvature;

Along a non-tangent curve to the left said curve having a radial bearing of $N 09^{\circ}39'44'' W$, a radius of 878.00 feet, a central angle of $07^{\circ}20'58''$, a chord bearing and distance of $N 76^{\circ}39'47'' E$, 112.55 feet, an arc length of 112.62 feet to a point of reverse curvature;

Along a reverse curve to the right said curve having radius of 507.00 feet, a central angle of $11^{\circ}22'28''$, a chord bearing and distance of $N 78^{\circ}40'32'' E$, 100.49 feet, an arc length of 100.65 feet to a point of compound curvature;

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Along a compound curve to the right said curve having radius of 1512.00 feet, a central angle of 06°21'07", a chord bearing and distance of N 87°32'20" E, 167.54 feet, an arc length of 167.63 feet to a point of non-tangency;

N 01°58'14" W, a distance of 132.92 feet to a point;

N 88°01'46" E, a distance of 24.64 feet to a point;

S 01°58'14" E, a distance of 111.38 feet to a point;

S 52°18'11" E, a distance of 18.07 feet to a point;

S 01°58'15" E, a distance of 12.32 feet to a point on a non-tangent curve;

Along a non-tangent curve to the right said curve having a radial bearing of S 02°10'41" W, a radius of 1512.00 feet, a central angle of 01°59'26", a chord bearing and distance of S 86°49'36" E, 52.53 feet, an arc length of 52.53 feet to a point of reverse curvature;

Along a reverse curve to the left said curve having radius of 708.00 feet, a central angle of 09°49'56", a chord bearing and distance of N 89°15'09" E, 121.35 feet, an arc length of 121.50 feet to a point of tangency;

N 84°20'11" E, a distance of 16.21 feet to a point;

N 05°39'49" W, a distance of 7.49 feet to a point;

N 56°01'48" E, a distance of 32.31 feet to a point;

N 02°58'15" W, a distance of 17.87 feet to a point;

S 87°01'45" W, a distance of 12.44 feet to a point;

N 02°58'15" W, a distance of 20.00 feet to a point;

N 87°01'45" E, a distance of 32.44 feet to a point;

S 02°58'15" E, a distance of 49.18 feet to a point;

S 56°01'48" W, a distance of 22.27 feet to a point;

N 84°20'11" E, a distance of 156.57 feet to a point;

N 02°58'15" W, a distance of 227.73 feet to a point;

N 47°58'15" W, a distance of 54.45 feet to a point;

N 02°58'15" W, a distance of 50.33 feet to a point;

S 87°01'45" W, a distance of 29.25 feet to a point;

N 02°58'15" W, a distance of 24.52 feet to a point;

N 87°01'45" E, a distance of 29.25 feet to a point;

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N 02°58'15" W, a distance of 66.91 feet to a point of curvature ;

Along a curve to the left said curve having radius of 65.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 47°58'15" W, 91.92 feet, an arc length of 102.10 feet to a point of tangency;

S 87°01'45" W, a distance of 18.20 feet to a point;

S 42°01'45" W, a distance of 6.02 feet to a point;

S 87°01'45" W, a distance of 23.29 feet to a point;

N 02°58'15" W, a distance of 24.26 feet to a point;

N 87°01'45" E, a distance of 45.75 feet to a point of curvature;

Along a curve to the right said curve having radius of 85.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 47°58'15" E, 120.21 feet, an arc length of 133.52 feet to a point of tangency;

S 02°58'15" E, a distance of 133.48 feet to a point;

S 47°58'15" E; a distance of 54.45 feet to a point;

S 02°58'15" E, a distance of 271.70 feet to a point;

S 84°20'11" W, a distance of 32.53 feet to a point;

N 05°39'49" W, a distance of 16.58 feet to a point;

S 84°20'11" W, a distance of 145.19 feet to a point;

S 05°39'49" E, a distance of 2.76 feet to a point;

S 39°20'11" W, a distance of 9.43 feet to a point;

S 11°48'49" W, a distance of 105.27 feet to a point;

Along a curve to the left said curve having radius of 40.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 33°11'11" E, 56.57 feet, an arc length of 62.83 feet to a point;

S 78°11'11" E, a distance of 28.62 feet to a point;

S 11°48'49" W, a distance of 22.27 feet to a point;

N 78°11'11" W, a distance of 18.07 feet to a point;

N 33°11'11" W, a distance of 3.21 feet to a point;

N 78°11'11" W, a distance of 8.29 feet to a point of curvature;

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Along a curve to the right said curve having radius of 60.00 feet, a central angle of $90^{\circ}00'00''$, a chord bearing and distance of $N 33^{\circ}11'11'' W$, 84.85 feet, an arc length of 94.25 feet to a point of tangency;

$N 11^{\circ}48'49'' E$, a distance of 106.34 feet to a point;

$N 05^{\circ}39'49'' W$, a distance of 2.41 feet to a point;

$S 84^{\circ}20'11'' W$, a distance of 16.21 feet to a point on a non-tangent curve;

Along a curve to the right said curve having radius of 728.00 feet, a central angle of $09^{\circ}49'56''$, a chord bearing and distance of $S 89^{\circ}15'09'' W$, 124.78 feet, an arc length of 124.93 feet to a point of reverse curvature;

Along a reverse curve to the left said curve having radius of 1491.95 feet, a central angle of $02^{\circ}17'43''$, a chord bearing and distance of $N 86^{\circ}58'44'' W$, 59.76 feet, an arc length of 59.77 feet to a point of compound curvature;

Along a compound curve to the left said curve having radius of 1492.00 feet, a central angle of $07^{\circ}30'38''$, a chord bearing and distance of $S 88^{\circ}07'06'' W$, 195.44 feet, an arc length of 195.58 feet to a point of compound curvature;

Along a compound curve to the left said curve having radius of 487.00 feet, a central angle of $11^{\circ}22'28''$, a chord bearing and distance of $S 78^{\circ}40'32'' W$, 96.52 feet, an arc length of 96.68 feet to a point of reverse curvature;

Along a reverse curve to the right said curve having radius of 898.00 feet, a central angle of $07^{\circ}24'11''$, a chord bearing and distance of $S 76^{\circ}41'23'' W$, 115.95 feet, an arc length of 116.03 feet to a point of tangency;

$S 81^{\circ}28'41'' W$, a distance of 34.07 feet to a point on a non-tangent curve;

Along a non-tangent curve to the right said curve having a radial bearing of $N 07^{\circ}26'06'' W$, a radius of 898.00 feet, a central angle of $00^{\circ}28'46''$, a chord bearing and distance of $S 82^{\circ}48'17'' W$, 7.52 feet, an arc length of 7.52 feet to a point of tangency;

$S 83^{\circ}30'44'' W$, a distance of 14.66 feet to a point of curvature;

Along a non-tangent curve to the right said curve having a radial bearing of $N 06^{\circ}01'13'' W$, a radius of 898.00 feet, a central angle of $02^{\circ}19'20''$, a chord bearing and distance of $S 85^{\circ}08'27'' W$, 36.39 feet, an arc length of 36.40 feet to a point of reverse curvature;

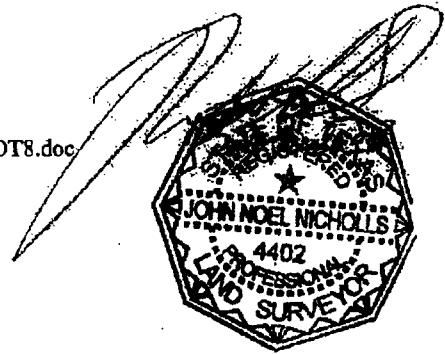
Along a reverse curve to the left said curve having radius of 372.00 feet, a central angle of $21^{\circ}42'01''$, a chord bearing and distance of $S 75^{\circ}27'07'' W$, 140.05 feet, an arc length of 140.89 feet to a point of reverse curvature;

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Along a reverse curve to the right said curve having radius of 113.00 feet, a central angle of $14^{\circ}06'34''$, a chord bearing and distance of $S 71^{\circ}39'23'' W$, 27.76 feet, an arc length of 27.83 feet to a point of compound curvature;

THENCE Along a compound curve to the right said curve having radius of 40.00 feet, a central angle of $34^{\circ}19'01''$, a chord bearing and distance of $N 84^{\circ}07'49'' W$, 23.60 feet, an arc length of 23.96 feet to the **POINT OF BEGINNING**, and containing 1.166 acres in the City of San Antonio, Bexar County, Texas, Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc.

PREPARED BY: Pape Dawson Engineers, Inc.
DATE: July 17, 2008
JOB No.: 4662-61
FILE: N:\CIVIL\4662-61-SPS\Word\FN4662-61-ELEC ESMT-LOT8.doc



RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER ETC.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 14 2010



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20100104355 Fees: \$508.00
06/14/2010 2:10PM # Pages 124
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK