

## EXHIBIT B

### Covenants and Restrictions:

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to the following restrictions. By accepting this Grant Deed, Grantee covenants and agrees that Grantee may not and will not use all or any portion of the Property conveyed by this Grant Deed in any manner that is contrary to the following restrictions:

1. Without the express written consent of Grantor, for a period of 25 years following the date of this Grant Deed, Grantee shall not use the Property for a bar, night club or dance hall; adult products, adult books or adult/video products; "flea market" or "second-hand" thrift store; gambling; massage parlor; tattoo parlor; warehouse or industrial; school (excluding child care and related activities); car wash; or facility for the sale, display, leasing or repair of motor vehicles.
2. The following restrictions set forth in leases at the Eastmont Town Center:
  - a. Section 4.G of that Ground Lease between Eastmont Town Center Company, LLC ("Eastmont"), and McDonald's Corporation (McDonald's) dated June 1, 1999, as amended by that Amendment to Lease between Eastmont and McDonald's dated September 20, 2000, as follows:

"Landlord covenants and agrees that no property (other than the Demised Premises) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord or, if Landlord is a corporation, any subsidiary of Landlord, adjacent or contiguous to the Demised Premises or within two (2) miles of the perimeter of the Demised Premises (whether or not such other property is subsequently voluntarily conveyed by Landlord) shall, during the term of this Lease and any extensions, be leased, used or occupied as a 'restaurant'.

"The term 'restaurant' as used in this clause shall apply to any type of food service establishment which serves any amount of any of the following products:

"Hamburgers or any other type of beef products served in sandwich form; or

"Ground meat or meat substitute, or a combination of ground meat and meat substitute, or any other type of meat products, any of which are served in sandwich form;

"Chicken;

"Pizza or Pizza Bread;

"Eggs or egg substitutes, pancakes, French toast, cereal or waffle products;

"Tacos, Burritos, Tamales, Enchiladas, Fajitas or Nachos;

"Fish;

"Ice Cream;

"Frozen Yogurt;

"Cookies.

"This restriction shall not apply to the Food Court inside the Eastmont Town Center and any pad site inside the Eastmont Town Center which pad site has frontage on Bancroft Avenue,

and any food service establishment which offers as the primary method of service for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table, is excluded from the term 'restaurant'.

"In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified in this Article.

Arby's	El Pollo Loco	Ponderosa
Baskin Robbins	Fuddrucker's	Popeye's Chicken
Big Boy	Haagen-Das	Rally's
Blimpies	Hardee's	Rax
Bresslers	In and Out Burgers	Round Table
Brown's Chicken	Jack-in-the-Box	Roy Rogers
Burger Chef	Kentucky Fried Chicken (KFC)	Shakeys
Burger King	Little Caesar's	Shoney's
Carl's Jr.	Mr. Submarine	Sizzler
Carrow's	Mrs. Fields	Subway Sandwiches
Checkers	Nathan's	Taco Bell
Church's Chicken	Numero Uno	TCBY Yogurt
Del Taco	Papa Ginos	Wendy's
Denny's	Perkin's	White Castle
Domino's	Pizza Hut	

"Notwithstanding anything to the contrary in this Article 4G or in the Purchase and Sale Agreement, a southern style sit down restaurant and bakery may be operated at 2901 68<sup>th</sup> Street, Oakland, California, provided that such restaurant does not sell any hamburgers."

- b. Section 29 of that Ground Lease between Eastmont Town Center Company, LLC and AutoZone, Inc. dated December, 2003, as follows:

"Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations and any partner or other party affiliated with it, if any, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises) as identified [in the Ground Lease] as an auto parts store or for the sale of any automobile parts, supplies and/or accessories or any other business which otherwise competes with Tenant as long as this Ground Lease is in effect.

"This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise which sells auto (or similar) parts as an incidental part of its general merchandise business: provided that, no business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation."

- c. Section 14.B of that Ground Lease between Eastmont Building Associates and Dolan Foster Enterprises, Inc., dba Taco Bell dated August 16, 1988, as follows:

"Lessor agrees, during the Terms of this Lease and any Extensions thereof, to hold any land or building now or hereafter owned or controlled by Lessor within Eastmont Mall Real Property subject to the following restriction for the benefit of Lessee: that no part of such land shall be leased or used for a food outlet selling more than Ten Percent (10%) Mexican style food; except for a lease with El Pollo Loco, provided that there shall be no restriction as to any lease for retail restaurant use within the food court of the Mall."