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Exhibit "B"
Covenants, Conditions and Restrictions

Grantor hereby establishes the following covenants, conditions and restrictions and conveys title to the real property described in Exhibit "A" (the "Property") subject to them, as follows:

1. The conveyance of the Property to Grantee shall be subject to: (a) taxes and assessments, (b) all matters of record, and (c) all matters which would be revealed by an inspection of the Property. Grantor reserves all rights to, and this conveyance to Grantee shall not include, any receivables, judgments, causes of action, or reimbursements to which Grantor is entitled as owner of the Property prior to the date of recordation hereof and which pertain to the time period preceding said date of recordation.

2. Grantee takes the Property as follows:

2.1 The Property is conveyed in its "AS-IS," "WHERE IS", CONDITION AND SUBJECT TO ALL FAULTS AND RISKS. Accordingly: (a) Grantor has no obligation to repair or correct any matters affecting the Property; (b) Grantee has had the opportunity to undertake, and has undertaken, all such physical inspections and examinations of the Property as Grantee deems necessary or appropriate and is relying strictly and solely upon such inspections and examinations; (c) Grantor is not making and has not made any warranty or representation with respect to all or any part of the Property or for any purpose; and (d) by reason of all of the foregoing, Grantee takes the Property and assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical or financial condition of the Property, including, without limitation, the presence of any Hazardous Materials in, on, under or about the Property, and by accepting the Property, Grantee expressly and unconditionally waives and releases Grantor (including any members, employees, affiliates, successors or assigns of Grantor) from any and all rights and claims of Grantee with respect to the condition of the Property. The term "Hazardous Materials" shall mean any hazardous waste or substance as defined in any federal, state or local law, statute, ordinance or regulation applicable to the Property including, but not limited to, the Federal Comprehensive Environmental Response, Compensation and Liability Act. The acceptance of the Property by Grantee shall operate as a waiver by Grantor of any obligations, if any, on the part of Grantor regarding the grading, leveling or other improvement of the Property.

2.2 Grantee shall be solely responsible to obtain any and all governmentally required investigations, studies, entitlements and permits for Grantee's construction and use of the Property. Any use of the Property must self-park in accordance with applicable governmental parking requirements; and in no event shall the owners, tenants, or other occupants of the Property or their respective customers, employees, suppliers, invitees, subtenants, licensees, successors or assigns have any right, in conjunction with their entry upon or use of the Property, to park any vehicles at any time or for any duration upon the adjacent Shopping Center (the "Shopping Center", as defined hereinbelow).

2.3 The Property may not be used, in whole or in part, for: (a) any of the Restricted Uses (as defined hereinbelow); (b) any other use which would directly compete with or be substantially similar to the primary business (i.e., more than 50% of gross sales) of any then-current tenant or other occupant of the Shopping Center; or (c) any use which would violate any then-existing restrictions, covenants, easements or governmental regulations affecting the Shopping Center. Further, by acceptance of the Property, Grantee waives any rights pertaining to the Property under any declaration of covenants, conditions and restrictions encumbering the Shopping Center.

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3. Definitions: Certain terms used herein shall be defined as follows:

(a) The "Shopping Center" shall be defined as that certain real property located adjacent to the Property and described as Parcels 1, 2, 3, 4 and 5 of Parcel Map 26903 recorded in Book 348, Pages 89-91 of Parcel Maps in the Records of Los Angeles County, California (excluding the Property).

(b) The "Restricted Uses" shall be defined as the following:

(i) A restaurant (including, but not limited to, a self-service buffet) which sells "Asian food" or other foods generally recognized as Chinese food or cooked in a wok, including, but not limited to Chinese, Vietnamese, Thai, Korean, and/or Mongolian foods;

(ii) Any of the following: (A) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (B) the operation of a business in which so-called health and/or beauty aids and/or drug sundries are offered for sale (excluding any business, other than a business engaged in the sale of a variety of merchandise at a fixed price point, with the lesser of either 100 square feet or ten percent (10%) of the retail sales area devoted to the sale of health and/or beauty aids); (C) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (D) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (E) the operation of a business in which prepackaged food items for off premises consumption are offered for sale, provided, however, that subject to the restrictions set forth in Paragraphs 2.2, 2.3 and 3(b)(1) above and Paragraph 3(b)(iii) below, nothing contained in this subparagraph (E) shall prohibit or restrict operation of a restaurant, including a so-called fast food or carry-out restaurant or a specialty food or beverage shop, such as a coffee shop, which sells pre-packaged food items for off-premises consumption; and/or

(iii) Any of the following additional uses: a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility (except in connection with a restaurant), adult book store, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash (unless incidental to a gas station), an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks other than in accordance with applicable Environmental Law, or any use which creates a nuisance.

4. Each and all of the foregoing covenants, conditions, and restrictions are hereby expressly declared to be covenants running with the Property and binding upon Grantee and the heirs, successors, and assigns of Grantee who acquire an ownership interest in and to the Property; and shall be for the benefit of the Shopping Center and may be enforced by the owner(s) of the Shopping Center and all successive owners thereof.

[End of Exhibit "B"]