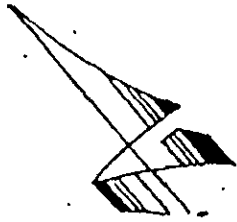


PARCEL A (PM 5783)

REAL PROPERTY IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

ALL OF PARCEL A AS SAID PARCEL IS SHOWN ON PARCEL MAP 5783, CITY OF DUBLIN,  
ALAMEDA COUNTY, CALIFORNIA, FILED JUNE 6, 1983, IN BOOK 189 OF MAPS, AT PAGE  
59, ALAMEDA COUNTY RECORDS;

A.P.N. 941-1500-48

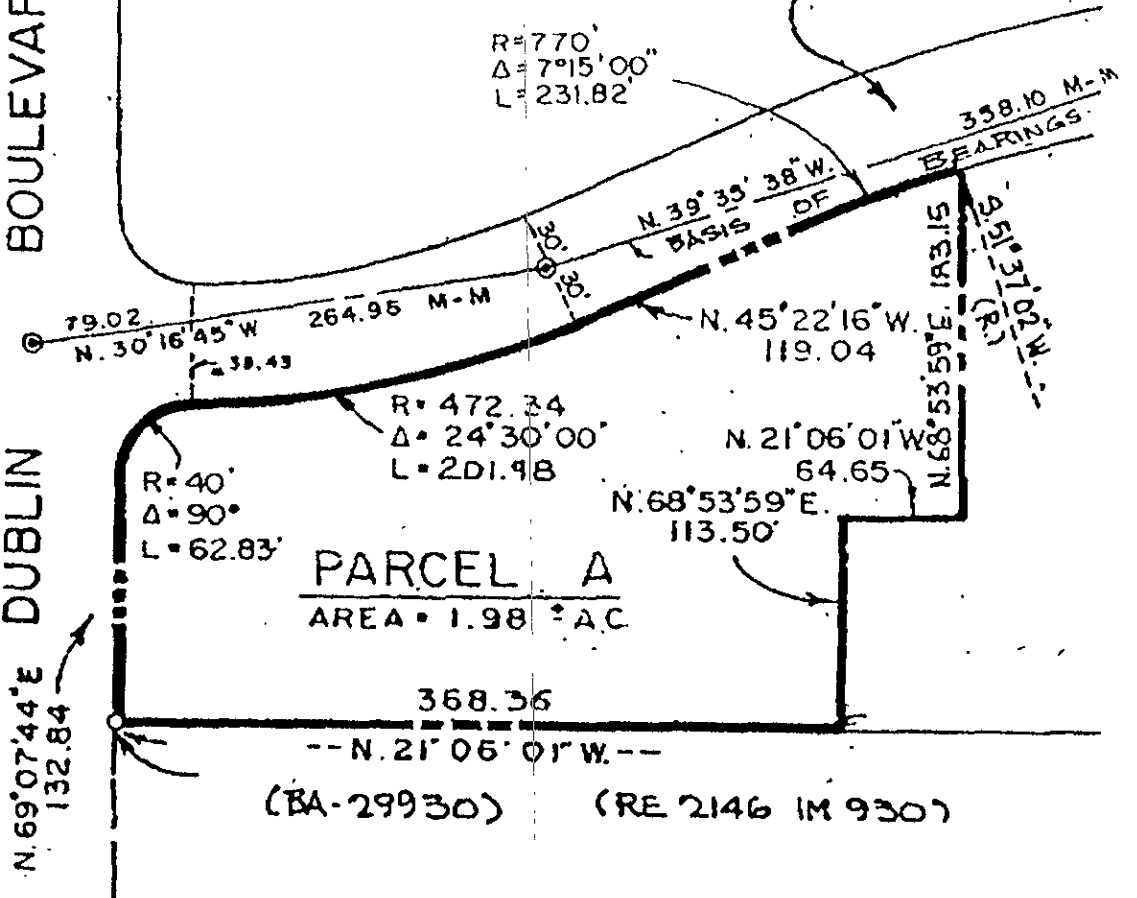


SCALE: 1" = 100'

BOULEVARD

AMADOR PLAZA ROAD

DUBLIN



PARCEL A  
AREA = 1.98 AC

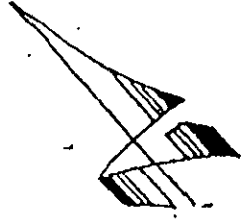
(BA-29930) (RE 2146 IM 930)

PARCEL B (PM 5783)

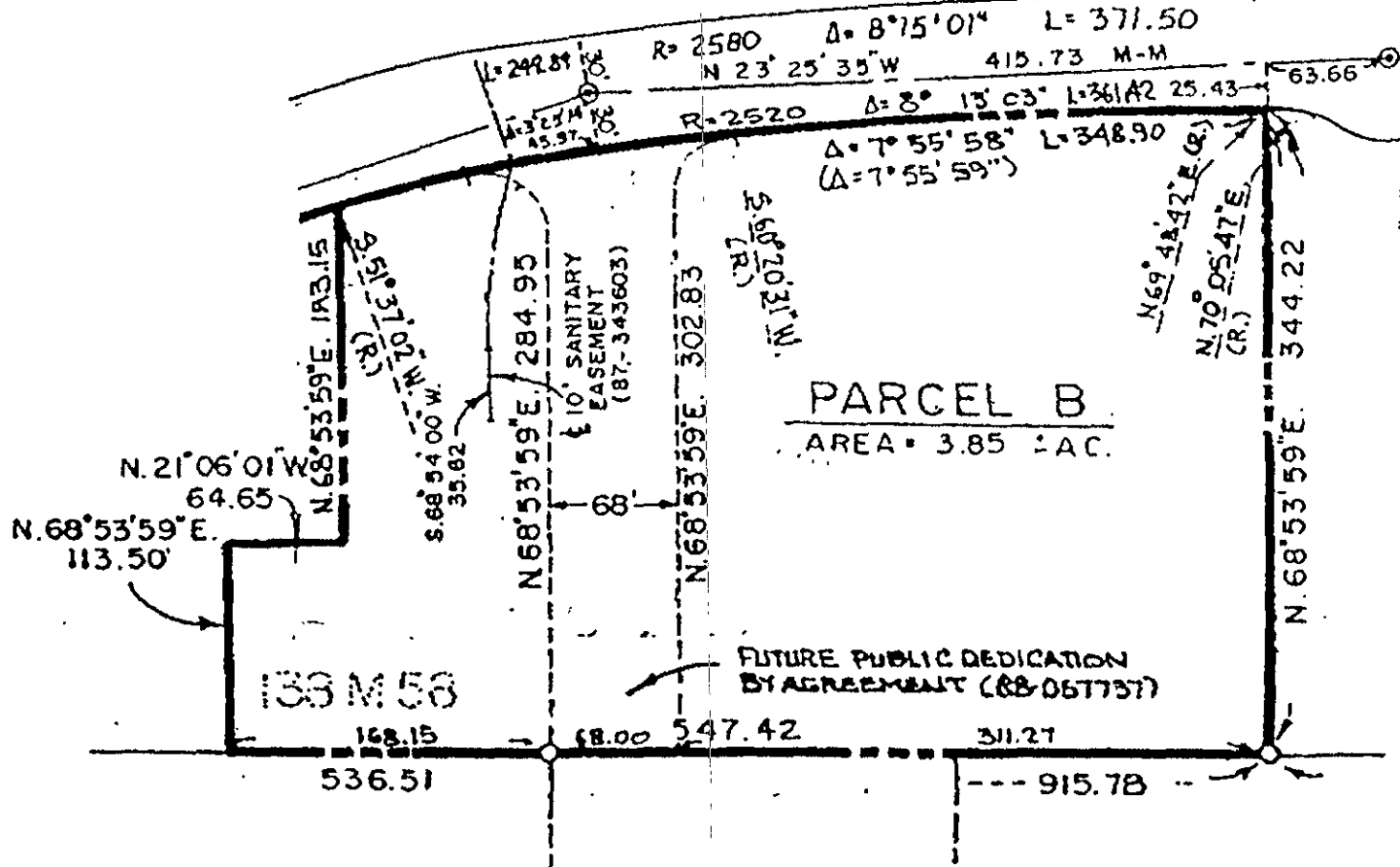
REAL PROPERTY IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA;  
DESCRIBED AS FOLLOWS:

ALL OF PARCEL B AS SAID PARCEL IS SHOWN ON PARCEL MAP 5783, CITY OF DUBLIN,  
ALAMEDA COUNTY, CALIFORNIA, FILED JUNE 6, 1983, IN BOOK 189 OF MAPS, AT PAGE  
59, ALAMEDA COUNTY RECORDS;

A.P.N. 941-1500-49



SCALE: 1" = 100'

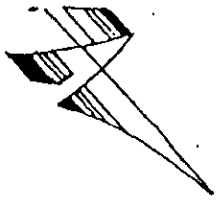


PARCEL B (PM 6568)

REAL PROPERTY IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,  
, DESCRIBED AS FOLLOWS:

ALL OF PARCEL B AS SAID PARCEL IS SHOWN ON PARCEL MAP 6568, CITY OF DUBLIN,  
ALAMEDA COUNTY, CALIFORNIA, FILED NOVEMBER 22, 1993, IN BOOK 211 OF MAPS, AT  
PAGES 29 AND 30, ALAMEDA COUNTY RECORDS;

A.P.N. 941-1500-53



SCALE: 1" = 80'

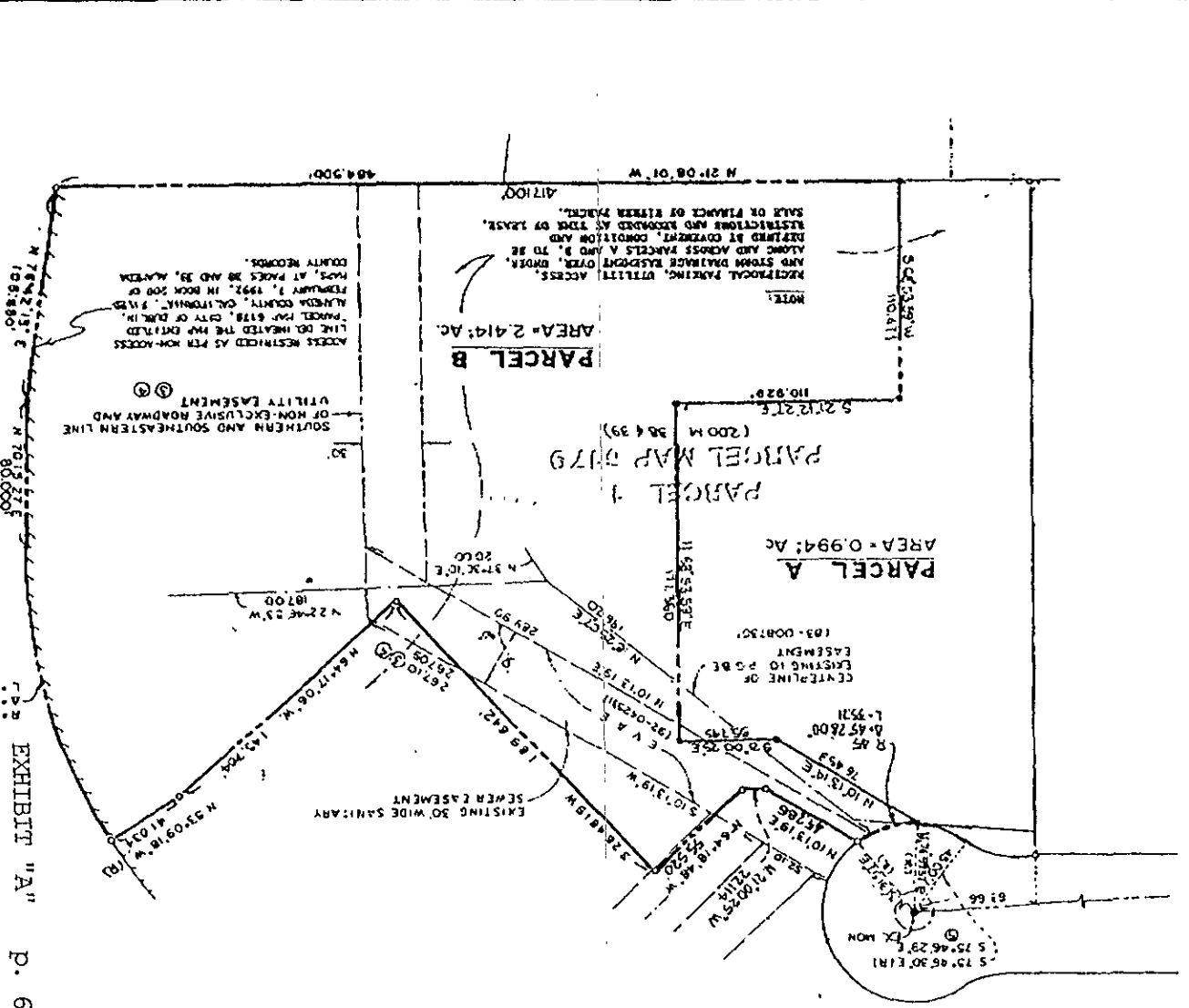


EXHIBIT "A" P. 6 OF 10

A. S. P. G. & S. W. C. G.  
(73-92497-A)(92-175322)

## PARCEL E AND A PORTION OF D

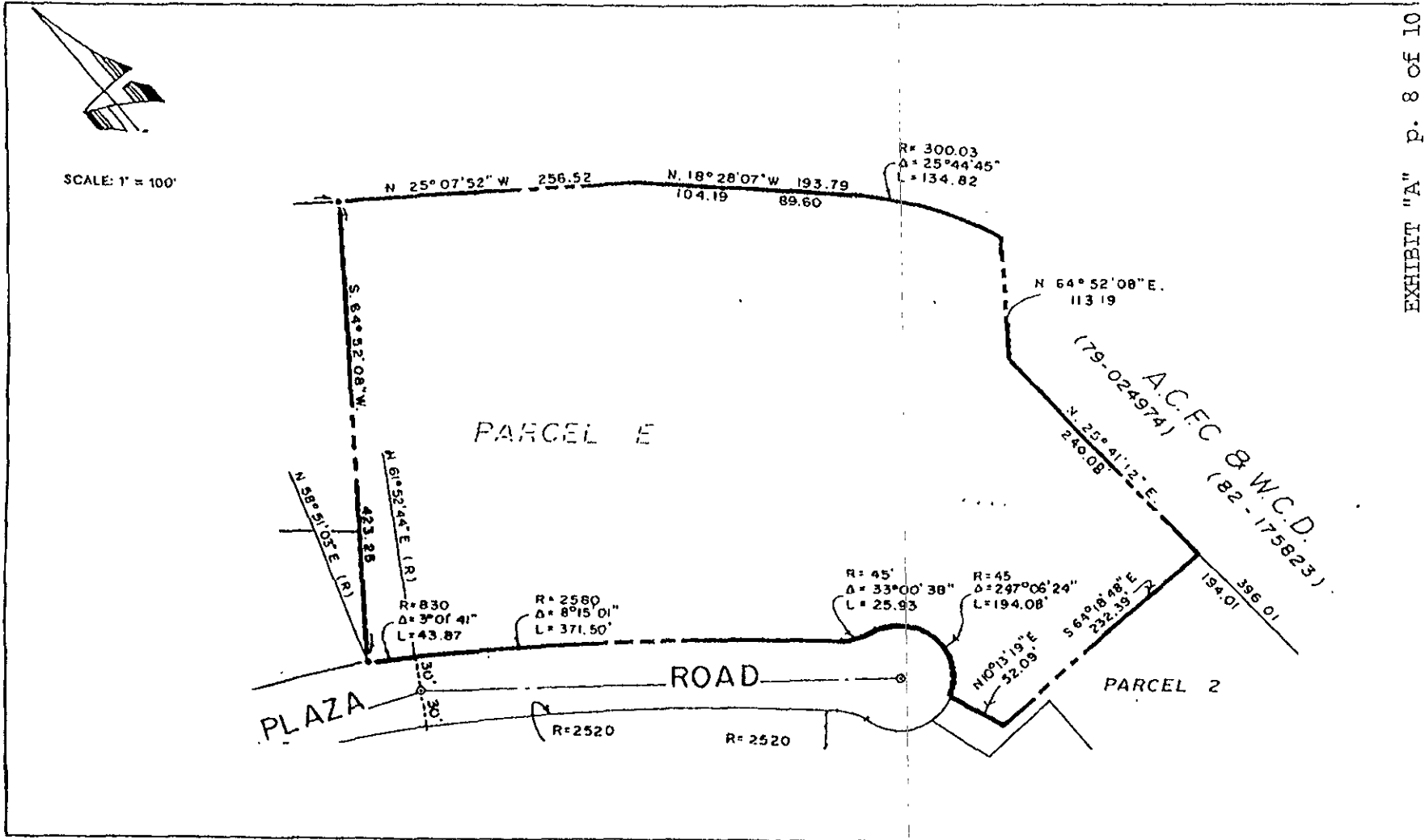
REAL PROPERTY IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

ALL OF PARCEL E AND A PORTION OF PARCEL D AS SHOWN ON PARCEL MAP 2922,  
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA, FILED JUNE 6, 1983, IN BOOK 138  
OF MAPS, AT PAGE 58, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY  
DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT  
L-89-38 RECORDED APRIL 12, 1989, UNDER RECORDER'S SERIES NO. 89-099978,  
ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE GENERAL SOUTHERN BOUNDARY OF SAID PARCEL D, SAID  
POINT OF BEGINNING BEING DISTANT THEREON NORTH 25° 41' 12" EAST, 197.43 FEET  
FROM THE MOST SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "N. 25°  
41' 12" E. 396.01" AND DELINEATED ON SAID PARCEL MAP 2922; RUNNING THENCE  
NORTH 63° 18' 33" WEST, 244.14 FEET; THENCE NORTH 10° 13' 19" EAST, 8.15 FEET  
TO THE GENERAL SOUTHERN RIGHT-OF-WAY LINE OF AMADOR PLAZA ROAD; THENCE  
NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE LAST NAMED LINE ALONG  
THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 45.00 FEET, FROM A TANGENT  
BEARING NORTH 89° 08' 41" EAST, THROUGH A CENTRAL ANGLE OF 142° 01' 34", FOR  
A DISTANCE OF 111.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A REVERSE  
CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, FROM A TANGENT BEARING NORTH  
52° 52' 53" WEST, THROUGH A CENTRAL ANGLE OF 33° 00' 38", FOR A DISTANCE OF  
25.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE LEFT  
WITH A RADIUS OF 2580.00 FEET, FROM A TANGENT BEARING NORTH 19° 52' 15" WEST,  
THROUGH A CENTRAL ANGLE OF 8° 15' 01", FOR A DISTANCE OF 371.51 FEET; THENCE  
NORTH WESTERLY ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF  
830.00 FEET, FROM A TANGENT BEARING NORTH 28° 07' 16" WEST, THROUGH A CENTRAL  
ANGLE OF 3° 01' 41", FOR A DISTANCE OF 43.87 FEET TO THE NORTHWESTERN LINE OF  
SAID PARCEL E; THENCE ALONG THE LAST NAMED LINE NORTH 64° 52' 08" EAST,  
423.25 FEET TO THE GENERAL EASTERN BOUNDARY LINE OF PARCEL E; THENCE ALONG  
THE LAST NAMED LINE AND ALONG SAID GENERAL SOUTHERN LINE OF SAID PARCEL D THE  
FOLLOWING FIVE COURSES: SOUTH 25° 07' 52" EAST, 256.52; SOUTH 18° 28' 07"  
EAST, 193.79 FEET; SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC  
OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.03 FEET, THROUGH A  
CENTRAL ANGLE OF 25° 44' 45", FOR A DISTANCE OF 134.82 FEET; SOUTH 64° 52'  
08" WEST, 113.19 FEET AND SOUTH 25° 41' 12" WEST, 198.58 FEET TO THE POINT OF  
BEGINNING;

AND CONTAINING AN AREA OF 5.811 ACRES, MORE OR LESS.

A.P.N. 941-1500-42-1





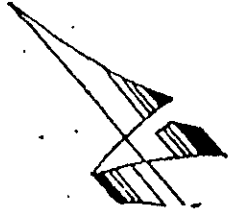
## PARCEL A AND B (MERGED)

REAL PROPERTY IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

ALL OF PARCELS A AND B AS SHOWN ON PARCEL MAP 2922, CITY OF DUBLIN, ALAMEDA  
COUNTY, CALIFORNIA, FILED JUNE 6, 1983, IN BOOK 138 OF MAPS, AT PAGE 58,  
ALAMEDA COUNTY RECORDS, DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE  
FOR LOT LINE MERGER, RECORDED OCTOBER 9, 1985, UNDER RECORDER'S SERIES NO.  
85-215872, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A HEREINABOVE MENTIONED  
AS SAID CORNER IS SHOWN ON SAID MAP; RUNNING THENCE SOUTHEASTERLY ALONG THE  
GENERAL NORTHEASTERN BOUNDARY LINE OF SAID PARCEL A, THE FOLLOWING TWO  
COURSES: "SOUTH 28' 19' 48" EAST 189.33 FEET AND SOUTH 25' 07' 52" EAST 297.07  
FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL A; THENCE ALONG THE  
SOUTHEASTERN BOUNDARY LINE OF SAID PARCEL A, SOUTH 64' 52' 08" WEST 423.26  
FEET TO THE GENERAL NORTHEASTERN LINE OF AMADOR PLAZA ROAD, 60.00 FEET WIDE,  
AS SAID ROAD IS SHOWN ON SAID MAP; THENCE NORTHWESTERLY ALONG THE LAST SAID  
NORTHEASTERN LINE OF SAID ROAD, ALONG THE ARC OF A CURVE TO THE LEFT WITH A  
RADIUS OF 830.00 FEET, FROM A TANGENT BEARING NORTH 31' 08' 57" WEST, THROUGH  
A CENTRAL ANGLE OF 14' 13' 19", FOR A DISTANCE OF 206.02 FEET; THENCE NORTH  
45' 22' 16" WEST 119.04 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A TANGENT  
CURVE TO THE RIGHT WITH A RADIUS OF 412.34 FEET, THROUGH A CENTRAL ANGLE OF  
24' 30' 00", FOR A DISTANCE OF 176.32 FEET; THENCE NORTHWESTERLY, NORTHERLY  
AND NORTHEASTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT FROM A  
TANGENT BEARING NORTH 20' 52' 16" EAST, THROUGH A CENTRAL ANGLE OF 90' 00'  
00", FOR A DISTANCE OF 62.83 FEET TO THE SOUTHEASTERN LINE OF DUBLIN  
BOULEVARD AS SAID BOULEVARD IS SHOWN ON SAID MAP; THENCE ALONG THE LAST NAMED  
LINE NORTH 69' 07' 44" EAST 483.34 FEET TO THE POINT OF BEGINNING;

A.P.N. 941-1500-38-1



SCALE: 1" = 100'

DUBLIN BOULEVARD

N. 69°07'44" E. 483.34

R = 40'  
Δ = 90°  
L = 62.83

R = 412.34'  
Δ = 24°30'00"  
L = 176.32

PARCEL "B", PM 1922  
MERGED OCTOBER 9, 1985  
(85-215872)

AMADOR PLAZA ROAD

N 45°22'16" W  
119.04

R = 830'  
Δ = 1715'00"

R = 830'  
Δ = 14°13'19"  
L = 206.02

(R) 558.2720 W (R)  
S. 64°52'08" W 423.250  
N. 58°51'05" E (R) L = 291.68

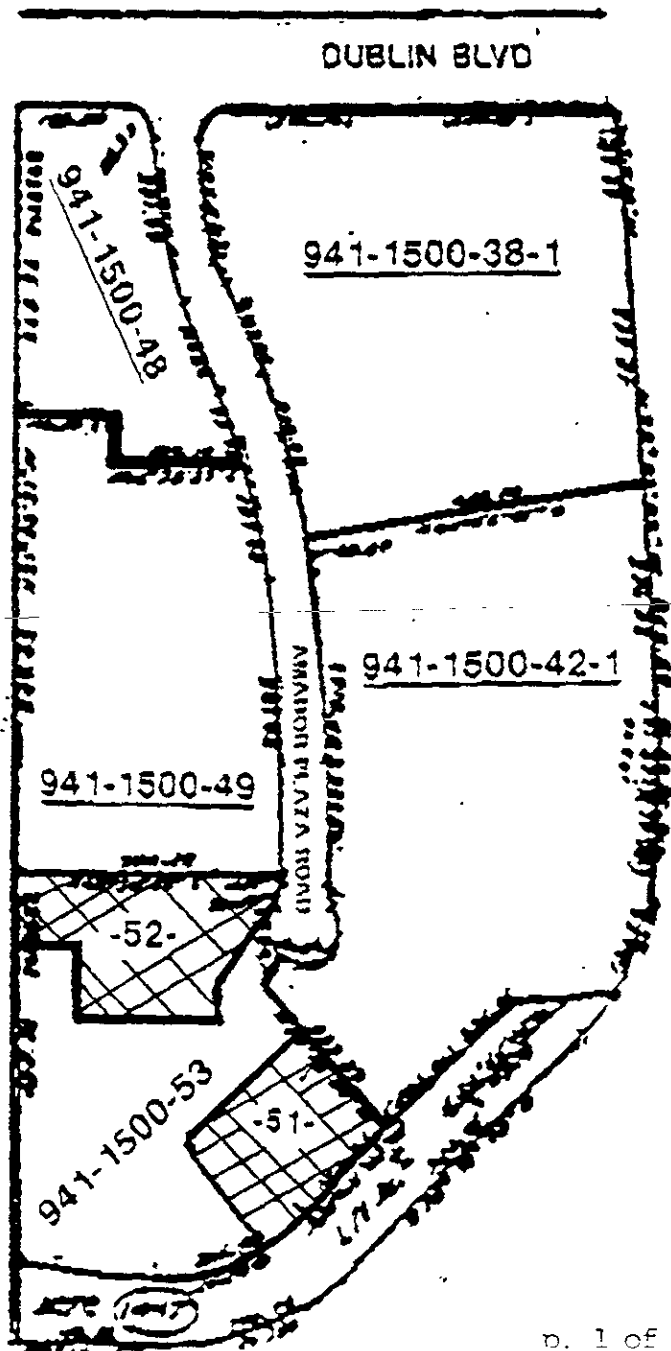
S. 25°07'52" E.  
297.07

S. 28°19'48" E.  
189.33

04 ALA 680 (RE 1150, IM 35)  
(AW-42457)

# EXHIBIT "B"

## ASSESSOR'S PARCEL NUMBER



## AGREEMENT FOR RIGHT OF ENTRY

This Agreement for Right of Entry ("ACCESS AGREEMENT") is entered into by and between Montgomery Ward & Co., Incorporated, an Illinois corporation, ("MONTGOMERY WARD") on the one hand, and Enea Plaza, a California general partnership, John G. Enea, Robert S. Enea, and Elizabeth M. Enea, as Trustee of the Enea Family Trust (collectively referred to as "ENEA PLAZA"), on the other hand.

### R E C I T A L S:

(A) This ACCESS AGREEMENT is Exhibit "C" to, and entered into pursuant to Paragraph 16 of, that certain Agreement having an effective date of February 14, 1994 entered into between Enea Plaza, Elizabeth M. Enea, as Trustee of the Enea Family Trust, John G. Enea, Robert S. Enea and MONTGOMERY WARD (hereinafter "AGREEMENT"). Unless expressly provided otherwise, this ACCESS AGREEMENT is subject to all terms and conditions of the AGREEMENT.

(B) The following terms have the same meanings as set forth in Paragraph 1 of the AGREEMENT captioned "Definitions": ACTION; MONTGOMERY WARD; ENEA PLAZA PROPERTY; SUBJECT CONTAMINATION; TO REMEDIATE, REMEDIAL ACTIVITY, and/or REMEDIAL ACTION.

ENEA PLAZA and MONTGOMERY WARD agree as follows:

1. **License.** ENEA PLAZA hereby grants to MONTGOMERY WARD and its contractors, subcontractors, employees, and agents the non-exclusive right to enter the ENEA PLAZA PROPERTY for the purposes reasonably necessary to carry out MONTGOMERY WARD's REMEDIAL ACTIVITY and obligations under the AGREEMENT provided that the REMEDIAL ACTIVITIES be conducted in a safe manner reasonably designed to minimize visibility and that every reasonable effort be made not to unnecessarily disturb or interfere with the operations and business of ENEA PLAZA, its tenants, their clients and customers.

2. **Advance Notice.** MONTGOMERY WARD will give ENEA PLAZA reasonable advance notice of its REMEDIAL ACTIVITIES on the ENEA PLAZA PROPERTY when such REMEDIAL ACTIVITIES will likely disturb or interfere with the use of that property by ENEA PLAZA, its tenants, or any of their clients and customers. This advance notice shall be, at a minimum, not less than forty-eight (48) hours, and shall describe with reasonable specificity the nature of the REMEDIAL ACTIVITY of concern and the area affected, and shall be communicated to ENEA PLAZA's Project Coordinator.

3. **Parking.** Persons bringing vehicles onto the ENEA PLAZA PROPERTY under this ACCESS AGREEMENT shall park such vehicles in the parking lot on the east side of Amador Plaza Road and in spaces not immediately adjacent to any business establishment there located, except when necessary to deliver or retrieve personnel, tools or equipment, or when retrieving waste, or when performing work which requires that a vehicle temporarily be located elsewhere, for example, when a drill rig is drilling.

4. **Damage to Equipment.** MONTGOMERY WARD will hold ENEA PLAZA, its partners, employees, agents, and contractors, and ENEA PLAZA's tenants, harmless from and blameless for any damage to personal property and/or equipment placed or used on the ENEA PLAZA PROPERTY by MONTGOMERY WARD and/or its agents, contractors, subcontractors, or employees pursuant to this ACCESS AGREEMENT, except when such loss is caused by the negligence or intentional wrongdoing of ENEA PLAZA or its tenants. However, ENEA PLAZA shall not be required to provide security for personal property or equipment brought on to the ENEA PLAZA PROPERTY under this ACCESS AGREEMENT. The indemnity provisions contained in this paragraph shall in no way be construed as a limitation upon or a derogation of the indemnity provisions contained in the AGREEMENT.

5. **Removal of Equipment.** Upon completion of the REMEDIAL ACTIVITIES on the ENEA PLAZA PROPERTY by MONTGOMERY WARD and/or its contractors, subcontractors, or agents, MONTGOMERY WARD will promptly cause any equipment, material, waste, or remedial system(s) placed or installed on the ENEA PLAZA PROPERTY to be removed from the ENEA PLAZA PROPERTY, and MONTGOMERY WARD agrees to seal, cap, cover, remove, and/or otherwise appropriately disconnect and decommission at ENEA PLAZA's request all wells, related piping, utility connections, and remedial system(s) in a timely manner and in accordance with appropriate agency approval and standard professional practice. All of the above shall be done at MONTGOMERY WARD's sole cost.

6. **Damage to Improvements.** MONTGOMERY WARD will repair, at its own expense, and as soon as reasonably possible, any subsidence or damage on the ENEA PLAZA PROPERTY (including without limitation, damage to irrigation, shrubbery, lawn, curbing, asphalt, sidewalk, or concrete) arising out of the performance of REMEDIAL ACTIVITIES by MONTGOMERY WARD or its contractors, subcontractors, or agents, and MONTGOMERY WARD agrees to exercise due diligence to restore the ENEA PLAZA PROPERTY to its former or equivalent condition immediately prior to entry. In no event shall commencement of repairs begin more than twenty-one (21) days from receipt by MONTGOMERY WARD's Project Coordinator of written request for repair by ENEA PLAZA.

7. **Successors and Assigns.** This ACCESS AGREEMENT is intended and shall be construed only as a temporary non-exclusive license to enter and conduct the REMEDIAL ACTIVITIES upon the ENEA PLAZA PROPERTY and not as a grant of an easement or any other interest in MONTGOMERY WARD to the ENEA PLAZA PROPERTY. This AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of MONTGOMERY WARD and/or ENEA PLAZA, as well as successor owners of the ENEA PLAZA PROPERTY, or a portion thereof.

8. **Ingress/Egress.** MONTGOMERY WARD will make every reasonable effort not to unnecessarily interfere with ingress or egress to any parking lot at the ENEA PLAZA PROPERTY, or to unnecessarily interfere with any of the ENEA PLAZA PROPERTY tenants' or their customers' ingress or egress to stores at the ENEA PLAZA PROPERTY, and MONTGOMERY WARD will further make every reasonable effort not to unnecessarily interfere with customer use of parking spaces, particularly those immediately adjacent to any of the ENEA PLAZA PROPERTY tenants' stores.

9. **Permits.** MONTGOMERY WARD, at no expense to ENEA PLAZA, shall obtain any and all permits which may be required for any REMEDIAL ACTIVITIES it desires to conduct on the ENEA PLAZA PROPERTY.

10. **Cooperation.** ENEA PLAZA agrees not to interfere unreasonably with legitimate REMEDIAL ACTIVITIES of MONTGOMERY WARD on the ENEA PLAZA PROPERTY, and to cooperate in facilitating same.

11. **Counter-Parts.** This ACCESS AGREEMENT may be executed in two or more counter-parts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

Dated: March 16, 1994

MONTGOMERY WARD & CO.,  
INCORPORATED, an Illinois corporation

By [Signature]  
Its Vice President

Dated: March 16, 1994

ENEA PLAZA, a California general  
partnership

By [Signature]  
General Partner of ENEA PLAZA

Dated: March 16, 1994

[Signature]  
ROBERT S. ENEA

Dated: March 16, 1994

[Signature]  
JOHN G. ENEA

Dated: March 16, 1994

[Signature]  
ELIZABETH M. ENEA, as Trustee of  
the Enea Family Trust