

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

COMMISSION FILE NUMBER: 001-31817

**CEDAR SHOPPING CENTERS, INC.**

(Exact name of registrant as specified in its charter)

Maryland

42-1241468

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification No.)

44 South Bayles Avenue, Port Washington, New York 11050-3765

(Address of principal executive offices) (Zip Code)

(516) 767-6492

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: At October 29, 2010, there were 66,213,546 shares of Common Stock, \$0.06 par value, outstanding.

CEDAR SHOPPING CENTERS, INC.

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### **Forward-Looking Statements**

Certain statements contained in this Form 10-Q constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements include, without limitation, statements containing the words “anticipates”, “believes”, “expects”, “intends”, “future”, and words of similar import which express the Company’s beliefs, expectations or intentions regarding future performance or future events or trends. While forward-looking statements reflect good faith beliefs, expectations or intentions, they are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements as a result of factors outside of the Company’s control. Certain factors that might cause such differences include, but are not limited to, the following: real estate investment considerations, such as the effect of economic and other conditions in general and in the Company’s market areas in particular; the financial viability of the Company’s tenants (including an inability to pay rent, filing for bankruptcy protection, closing stores and/or vacating the premises); the continuing availability of acquisition, development and redevelopment opportunities, on favorable terms; the availability of equity and debt capital (including the availability of construction financing) in the public and private markets; the availability of suitable joint venture partners and potential purchasers of the Company’s properties if offered for sale; the ability of the Company’s joint venture partners to fund their respective shares of property acquisitions, tenant improvements and capital expenditures; changes in interest rates; the fact that returns from acquisition, development and redevelopment activities may not be at expected levels or at expected times; risks inherent in ongoing development and redevelopment projects including, but not limited to, cost overruns resulting from weather delays, changes in the nature and scope of development and redevelopment efforts, changes in governmental regulations relating thereto, and market factors involved in the pricing of material and labor; the need to renew leases or re-let space upon the expiration or termination of current leases and incur applicable required replacement costs; and the financial flexibility of ourselves and our joint venture partners to repay or refinance debt obligations when due and to fund tenant improvements and capital expenditures.

**CEDAR SHOPPING CENTERS, INC.**  
**Consolidated Balance Sheets**

	<u>September 30,</u> <u>2010</u>	<u>December 31,</u> <u>2009</u>
	<u>(unaudited)</u>	
<b>Assets</b>		
Real estate:		
Land	\$ 348,715,000	\$ 356,366,000
Buildings and improvements	<u>1,341,668,000</u>	<u>1,316,315,000</u>
	1,690,383,000	1,672,681,000
Less accumulated depreciation	<u>(195,944,000)</u>	<u>(163,879,000)</u>
Real estate, net	1,494,439,000	1,508,802,000
Real estate to be transferred to a joint venture	—	139,743,000
Real estate held for sale — discontinued operations	8,325,000	21,380,000
Investment in unconsolidated joint ventures	44,029,000	14,113,000
Cash and cash equivalents	12,142,000	17,164,000
Restricted cash	11,617,000	14,075,000
Receivables:		
Rents and other tenant receivables, net	9,485,000	7,423,000
Straight-line rents	15,999,000	14,545,000
Joint venture settlements	9,533,000	2,322,000
Other assets	11,818,000	9,315,000
Deferred charges, net	<u>29,717,000</u>	<u>36,236,000</u>
<b>Total assets</b>	<u>\$ 1,647,104,000</u>	<u>\$ 1,785,118,000</u>
<b>Liabilities and equity</b>		
Mortgage loans payable	\$ 686,179,000	\$ 688,289,000
Mortgage loans payable — real estate to be transferred to a joint venture	—	94,018,000
Mortgage loans payable — real estate held for sale — discontinued operations	4,626,000	12,455,000
Secured revolving credit facilities	126,446,000	257,685,000
Accounts payable and accrued liabilities	30,335,000	46,902,000
Unamortized intangible lease liabilities	49,304,000	53,733,000
Liabilities — real estate held for sale and, at December 31, 2009, real estate to be transferred to a joint venture	<u>1,275,000</u>	<u>5,634,000</u>
<b>Total liabilities</b>	<u>898,165,000</u>	<u>1,158,716,000</u>
Limited partners' interest in Operating Partnership	8,473,000	12,638,000
Commitments and contingencies	—	—
<b>Equity:</b>		
Cedar Shopping Centers, Inc. shareholders' equity:		
Preferred stock (\$.01 par value, \$25.00 per share liquidation value, 12,500,000 shares authorized, 6,400,000 and 3,550,000 shares, respectively, issued and outstanding)	158,575,000	88,750,000
Common stock (\$.06 par value, 150,000,000 shares authorized 66,035,000 and 52,139,000 shares, respectively, issued and outstanding)	3,962,000	3,128,000
Treasury stock (1,120,000 and 981,000 shares, respectively, at cost)	(10,419,000)	(9,688,000)
Additional paid-in capital	708,310,000	621,299,000
Cumulative distributions in excess of net income	(188,336,000)	(162,041,000)
Accumulated other comprehensive loss	<u>(3,924,000)</u>	<u>(2,992,000)</u>
<b>Total Cedar Shopping Centers, Inc. shareholders' equity</b>	<u>668,168,000</u>	<u>538,456,000</u>
Noncontrolling interests:		
Minority interests in consolidated joint ventures	65,237,000	67,229,000
Limited partners' interest in Operating Partnership	<u>7,061,000</u>	<u>8,079,000</u>
<b>Total noncontrolling interests</b>	<u>72,298,000</u>	<u>75,308,000</u>
<b>Total equity</b>	<u>740,466,000</u>	<u>613,764,000</u>
<b>Total liabilities and equity</b>	<u>\$ 1,647,104,000</u>	<u>\$ 1,785,118,000</u>

See accompanying notes to consolidated financial statements.



**CEDAR SHOPPING CENTERS, INC.**  
**Consolidated Statements of Operations**  
(unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2010	2009	2010	2009
<b>Revenues:</b>				
Rents	\$ 31,380,000	\$ 36,878,000	\$ 98,877,000	\$ 107,462,000
Expense recoveries	7,370,000	7,688,000	24,692,000	25,831,000
Other	1,628,000	146,000	2,056,000	443,000
<b>Total revenues</b>	<b>40,378,000</b>	<b>44,712,000</b>	<b>125,625,000</b>	<b>133,736,000</b>
<b>Expenses:</b>				
Operating, maintenance and management	7,788,000	8,231,000	26,033,000	24,878,000
Real estate and other property-related taxes	5,347,000	5,171,000	16,103,000	15,535,000
General and administrative	2,421,000	2,521,000	6,738,000	6,813,000
Impairments	155,000	—	2,272,000	—
Acquisition transaction costs and terminated projects, net	2,043,000	—	3,365,000	3,948,000
Depreciation and amortization	11,854,000	12,473,000	35,485,000	36,925,000
<b>Total expenses</b>	<b>29,608,000</b>	<b>28,396,000</b>	<b>89,996,000</b>	<b>88,099,000</b>
Operating income	10,770,000	16,316,000	35,629,000	45,637,000
<b>Non-operating income and expense:</b>				
Interest expense, including amortization of deferred financing costs	(12,495,000)	(12,436,000)	(39,052,000)	(35,503,000)
Write-off of deferred financing costs	(2,552,000)	—	(2,552,000)	—
Interest income	6,000	10,000	25,000	27,000
Equity in (loss) income of unconsolidated joint ventures	(288,000)	260,000	547,000	802,000
Gain on sale of land parcel	—	—	—	236,000
<b>Total non-operating income and expense</b>	<b>(15,329,000)</b>	<b>(12,166,000)</b>	<b>(41,032,000)</b>	<b>(34,438,000)</b>
(Loss) income before discontinued operations	(4,559,000)	4,150,000	(5,403,000)	11,199,000
Income (loss) from discontinued operations	68,000	(389,000)	(2,965,000)	(79,000)
Gain on sale of discontinued operations	—	—	170,000	277,000
<b>Total discontinued operations</b>	<b>68,000</b>	<b>(389,000)</b>	<b>(2,795,000)</b>	<b>198,000</b>
Net (loss) income	(4,491,000)	3,761,000	(8,198,000)	11,397,000
<b>Less, net loss (income) attributable to noncontrolling interests:</b>				
Minority interests in consolidated joint ventures	194,000	(332,000)	(194,000)	(287,000)
Limited partners' interest in Operating Partnership	196,000	(64,000)	488,000	(224,000)
<b>Total net loss (income) attributable to noncontrolling interests</b>	<b>390,000</b>	<b>(396,000)</b>	<b>294,000</b>	<b>(511,000)</b>
Net (loss) income attributable to Cedar Shopping Centers, Inc.	(4,101,000)	3,365,000	(7,904,000)	10,886,000
Preferred distribution requirements	(2,679,000)	(1,969,000)	(6,617,000)	(5,907,000)
<b>Net (loss) income attributable to common shareholders</b>	<b>\$ (6,780,000)</b>	<b>\$ 1,396,000</b>	<b>\$ (14,521,000)</b>	<b>\$ 4,979,000</b>
<b>Per common share attributable to common shareholders (basic and diluted):</b>				
Continuing operations	\$ (0.10)	\$ 0.04	\$ (0.19)	\$ 0.11
Discontinued operations	—	(0.01)	(0.04)	—
	<b>\$ (0.10)</b>	<b>\$ 0.03</b>	<b>\$ (0.23)</b>	<b>\$ 0.11</b>
<b>Amounts attributable to Cedar Shopping Centers, Inc. common shareholders, net of limited partners' interest:</b>				
(Loss) income from continuing operations	\$ (6,846,000)	\$ 1,768,000	\$ (11,810,000)	\$ 4,790,000
(Loss) income from discontinued operations	66,000	(372,000)	(2,876,000)	(76,000)
Gain on sale of discontinued operations	—	—	165,000	265,000
<b>Net (loss) income</b>	<b>\$ (6,780,000)</b>	<b>\$ 1,396,000</b>	<b>\$ (14,521,000)</b>	<b>\$ 4,979,000</b>
Dividends declared per common share	\$ 0.0900	\$ —	\$ 0.1800	\$ 0.1125
Weighted average number of common shares outstanding	65,835,000	45,066,000	62,999,000	45,003,000

See accompanying notes to consolidated financial statements.

**CEDAR SHOPPING CENTERS, INC.**  
**Consolidated Statement of Equity**  
**Nine months ended September 30, 2010**  
**(unaudited)**

Cedar Shopping Centers, Inc. Shareholders									
	Preferred stock		Common stock		Treasury stock, at cost	Additional paid-in capital	Cumulative distributions in excess of net income	Accumulated other comprehensive loss	Total
	Shares	Amount	Shares	\$0.06 Par value					
Balance, December 31, 2009	3,550,000	\$ 88,750,000	52,139,000	\$ 3,128,000	\$ (9,688,000)	\$ 621,299,000	\$ (162,041,000)	\$ (2,992,000)	\$ 538,456,000
Net (loss) income							(7,904,000)		(7,904,000)
Unrealized loss on change in fair value of cash flow hedges								(932,000)	(932,000)
Total other comprehensive loss									(8,836,000)
Deferred compensation activity, net			498,000	30,000	(731,000)	2,875,000			2,174,000
Net proceeds from sale of preferred stock	2,850,000	69,825,000				(2,519,000)			67,306,000
Net proceeds from sales of common stock			11,953,000	717,000		75,272,000			75,989,000
Exercise of warrant			1,429,000	86,000		9,914,000			10,000,000
Conversion of OP units into common stock			16,000	1,000		176,000			177,000
Preferred distribution requirements							(6,617,000)		(6,617,000)
Distributions to common shareholders/ noncontrolling interests							(11,774,000)		(11,774,000)
Reallocation adjustment of limited partners' interest						1,293,000			1,293,000
Balance, September 30, 2010	<u>6,400,000</u>	<u>\$ 158,575,000</u>	<u>66,035,000</u>	<u>\$ 3,962,000</u>	<u>\$ (10,419,000)</u>	<u>\$ 708,310,000</u>	<u>\$ (188,336,000)</u>	<u>\$ (3,924,000)</u>	<u>\$ 668,168,000</u>

	Noncontrolling Interests			Total equity
	Minority interests in consolidated joint ventures	Limited partners' interest in Operating Partnership	Total	
Balance, December 31, 2009	\$ 67,229,000	\$ 8,079,000	\$ 75,308,000	\$ 613,764,000
Net (loss) income	194,000	(213,000)	(19,000)	(7,923,000)
Unrealized loss on change in fair value of cash flow hedges	—	(23,000)	(23,000)	(955,000)
Total other comprehensive loss	194,000	(236,000)	(42,000)	(8,878,000)
Deferred compensation activity, net	—	—	—	2,174,000
Net proceeds from sale of preferred stock	—	—	—	67,306,000
Net proceeds from sales of common stock	—	—	—	75,989,000
Exercise of warrant	—	—	—	10,000,000
Conversion of OP units into common stock	—	(177,000)	(177,000)	—
Preferred distribution requirements	—	—	—	(6,617,000)
Distributions to common shareholders/ noncontrolling interests	(2,186,000)	(138,000)	(2,324,000)	(14,098,000)
Reallocation adjustment of limited partners' interest	—	(467,000)	(467,000)	826,000
Balance, September 30, 2010	<u>\$ 65,237,000</u>	<u>\$ 7,061,000</u>	<u>\$ 72,298,000</u>	<u>\$ 740,466,000</u>

See accompanying notes to consolidated financial statements.

**CEDAR SHOPPING CENTERS, INC.**  
**Consolidated Statements of Cash Flows**  
(unaudited)

	<u>Nine months ended September 30,</u>	
	<u>2010</u>	<u>2009</u>
<b>Cash flow from operating activities:</b>		
Net (loss) income	\$ (8,198,000)	\$ 11,397,000
<b>Adjustments to reconcile net (loss) income to net cash provided by operating activities:</b>		
Non-cash provisions:		
Equity in income of unconsolidated joint ventures	(547,000)	(802,000)
Distributions from unconsolidated joint ventures	759,000	716,000
Impairments	2,272,000	—
Terminated projects	1,324,000	3,139,000
Impairment — discontinued operations	3,274,000	—
Gain on sales of real estate	(170,000)	(513,000)
Straight-line rents	(1,622,000)	(2,048,000)
Provision for doubtful accounts	2,484,000	2,770,000
Depreciation and amortization	35,644,000	37,965,000
Amortization of intangible lease liabilities	(7,478,000)	(10,620,000)
Amortization/market price adjustments relating to stock-based compensation	2,068,000	1,713,000
Amortization and accelerated write-off of deferred financing costs	6,620,000	2,410,000
<b>Increases/decreases in operating assets and liabilities:</b>		
Rents and other receivables, net	(4,518,000)	(5,108,000)
Joint venture settlements	(3,383,000)	—
Prepaid expenses and other	(6,935,000)	(4,718,000)
Accounts payable and accrued expenses	(1,349,000)	(2,098,000)
Net cash provided by operating activities	<u>20,245,000</u>	<u>34,203,000</u>
<b>Cash flow from investing activities:</b>		
Expenditures for real estate and improvements	(20,874,000)	(86,049,000)
Net proceeds from sales of real estate	2,056,000	3,472,000
Net proceeds from transfers to unconsolidated joint venture, less cash at dates of transfer	31,395,000	—
Investments in and advances to unconsolidated joint ventures	(30,396,000)	(350,000)
Distributions of capital from unconsolidated joint venture	7,725,000	—
Construction escrows and other	4,632,000	(901,000)
Net cash used in investing activities	<u>(5,462,000)</u>	<u>(83,828,000)</u>
<b>Cash flow from financing activities:</b>		
Net (repayments)/advances (to)/from revolving credit facilities	(131,239,000)	18,989,000
Proceeds from mortgage financings	16,272,000	51,588,000
Mortgage repayments	(18,594,000)	(15,753,000)
Payments of debt financing costs	(1,141,000)	(2,821,000)
Termination payments related to interest rate swaps	(5,476,000)	—
Noncontrolling interests:		
Contributions from consolidated joint venture minority interests, net	—	12,212,000
Distributions to consolidated joint venture minority interests	(2,186,000)	(2,113,000)
Redemption of Operating Partnership Units	(2,834,000)	—
Distributions to limited partners	(526,000)	(229,000)
Net proceeds from the sales of preferred and common stock	138,296,000	—
Exercise of warrant	10,000,000	—
Preferred stock distributions	(5,907,000)	(5,907,000)
Distributions to common shareholders	(16,470,000)	(5,046,000)
Net cash (used in) provided by financing activities	<u>(19,805,000)</u>	<u>50,920,000</u>
Net (decrease) increase in cash and cash equivalents	(5,022,000)	1,295,000
Cash and cash equivalents at beginning of period	17,164,000	8,231,000
Cash and cash equivalents at end of period	<u>\$ 12,142,000</u>	<u>\$ 9,526,000</u>

See accompanying notes to consolidated financial statements.

**Cedar Shopping Centers, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2010**  
**(unaudited)**

**Note 1. Organization and Basis of Preparation**

Cedar Shopping Centers, Inc. (the "Company") was organized in 1984 and elected to be taxed as a real estate investment trust ("REIT") in 1986. The Company focuses primarily on ownership, operation, development and redevelopment of supermarket-anchored shopping centers predominantly in coastal mid-Atlantic and New England states. At September 30, 2010, the Company owned and managed 125 operating properties (15 properties in an unconsolidated joint venture).

Cedar Shopping Centers Partnership, L.P. (the "Operating Partnership") is the entity through which the Company conducts substantially all of its business and owns (either directly or through subsidiaries) substantially all of its assets. At September 30, 2010 the Company owned a 97.7% economic interest in, and was the sole general partner of, the Operating Partnership. The limited partners' interest in the Operating Partnership (2.3% at September 30, 2010) is represented by Operating Partnership Units ("OP Units"). The carrying amount of such interest is adjusted at the end of each reporting period to an amount equal to the limited partners' ownership percentage of the Operating Partnership's net equity. The approximately 1.5 million OP Units outstanding at September 30, 2010 are economically equivalent to the Company's common stock and are convertible into the Company's common stock at the option of the respective holders on a one-to-one basis.

As used herein, the "Company" refers to Cedar Shopping Centers, Inc. and its subsidiaries on a consolidated basis, including the Operating Partnership or, where the context so requires, Cedar Shopping Centers, Inc. only.

The consolidated financial statements include the accounts and operations of the Company, the Operating Partnership, its subsidiaries, and certain joint venture partnerships in which it participates. The Company consolidates all variable interest entities ("VIEs") for which it is the primary beneficiary. Generally, a VIE is an entity with one or more of the following characteristics: (a) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) as a group, the holders of the equity investment at risk (i) lack the power to make decisions about the entity's activities that significantly impacts the entity's performance through voting or similar rights, (ii) have no obligation to absorb the expected losses of the entity, or (iii) have no right to receive the expected residual returns of the entity, or (c) the equity investors have voting rights that are not proportional to their economic interests, and substantially all of the entity's activities either involve, or are conducted on behalf of, an investor that has disproportionately few voting rights. In January 2010, the Company adopted the updated accounting guidance for determining whether an entity is a VIE, which requires the performance of a qualitative rather than a quantitative analysis to determine the primary beneficiary of a VIE. The updated guidance requires an entity to consolidate a VIE if it has (i) the power to direct the activities that most

**Cedar Shopping Centers, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2010**  
**(unaudited)**

significantly impact the entity's economic performance, and (ii) the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could be significant to the VIE. The adoption of this guidance did not have a material effect on the Company's consolidated financial statements. Significant judgments related to these determinations include estimates about the current and future fair values and performance of real estate held by these VIEs and general market conditions.

With respect to its 13 consolidated operating joint ventures, the Company has general partnership interests of 20% in nine properties, 40% in two properties, 50% in one property and 75% in one property. As (i) such entities are not VIEs, and (ii) the Company is the sole general partner and exercises substantial operating control over these entities, the Company has determined that such entities should be consolidated for financial statement purposes. Current accounting guidance provides a framework for determining whether a general partner controls, and should consolidate, a limited partnership or similar entity in which it owns a minority interest.

The Company's three 60%-owned joint ventures for development projects in Limerick, Pottsgrove and Stroudsburg, Pennsylvania, are consolidated as they are deemed to be VIEs and the Company is the primary beneficiary in each case. At September 30, 2010, these VIEs owned real estate with a carrying value of \$135.9 million. The assets of the consolidated VIEs can be used to settle obligations other than those of the consolidated VIE. At that date, one of the VIEs had a property-specific mortgage loan payable aggregating \$62.6 million, and the real estate owned by the other two VIEs partially collateralized the secured revolving development property credit facility to the extent of \$28.1 million. Such obligations are guaranteed by, and are recourse to, the Company.

With respect to its unconsolidated joint ventures, the Company has a 20% interest in a joint venture with RioCan Real Estate Investment Trust of Toronto, Canada, a publicly-traded Canadian real estate investment trust ("RioCan") formed initially for the acquisition of seven shopping center properties owned by the Company; all seven properties had been transferred to the joint venture by June 30, 2010. The accounting treatment presentation on the accompanying consolidated balance sheet is to reflect the Company's applicable carrying values as "real estate to be transferred to a joint venture" retroactively for all periods presented, whereas the accounting treatment presentation on the accompanying consolidated statement of operations is to reflect the results of the properties' operations through the respective dates of transfer in current operations and, prospectively following their transfer to the joint venture, as "equity in income (loss) of unconsolidated joint ventures". Although the Company provides management and other services, RioCan has significant management participation rights. The Company has determined that this joint venture is not a VIE. The Company accounts for its investment in this joint venture under the equity method.

**Cedar Shopping Centers, Inc.**  
**Notes to Consolidated Financial Statements**  
**September 30, 2010**  
**(unaudited)**

In addition, the Company has a 76.3% limited partner's interest in a joint venture which owns a single-tenant office property in Philadelphia, Pennsylvania. The Company has determined that this joint venture is not a VIE. The Company has no control over the entity, does not provide any management or other services to the entity, and has no substantial participating or "kick out" rights. The Company accounts for its investment in this joint venture under the equity method.

At September 30, 2010, the Company had deposits of \$0.9 million on five land parcels to be purchased for future development. Although each of the entities holding the deposits is considered a VIE, the Company has not consolidated any of them as the Company is not the primary beneficiary in each case.

**Note 2. Summary of Significant Accounting Policies**

The accompanying consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and include all of the information and disclosures required by U.S. Generally Accepted Accounting Principles ("GAAP") for interim reporting. Accordingly, they do not include all of the disclosures required by GAAP for complete financial statements. In the opinion of management, all adjustments necessary for fair presentation (including normal recurring accruals) have been included. The consolidated financial statements in this Form 10-Q should be read in conjunction with the audited consolidated financial statements and related notes contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2009 (as amended in Form 10-K/A).

During the first quarter of 2010, the Company determined that at the time it acquired certain properties during 2003 through 2009, it had underprovided for certain identifiable intangible lease liabilities relating to fixed-price renewal options that were at below-market rates. At the time such properties were acquired, the Company determined the fair value of such renewal options to be immaterial, based upon the Company's assessment of a very low probability that any of such renewal options would be exercised. Accordingly, the Company assigned a zero value to such renewal options. The Company reconsidered these determinations during the first quarter of 2010, and concluded that option renewal periods should have been valued with respect to certain of the leases. Using the updated assumptions, the Company determined that the December 31, 2009 carrying amounts of unamortized intangible lease liabilities and real estate, net, were understated by \$8,429,000 and \$7,688,000, respectively (the latter amount net of \$741,000, representing the cumulative understated depreciation expense for the periods 2003 through 2009). In addition, total equity and limited partners' interest in the Operating Partnership were overstated by \$723,000 and \$18,000, respectively, as of December 31, 2009, reflecting the aforementioned cumulative depreciation adjustment.

Pursuant to the provisions of the Securities and Exchange Commission's Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements when

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Quantifying Misstatements in Current Year Financial Statements” (“SAB 108”), the Company determined that these adjustments were immaterial to any full year’s consolidated financial statements. However, the Company did determine that recording the adjustments entirely in the three months ended March 31, 2010 would have been material to the consolidated statement of operations for that period. Accordingly, as provided by SAB 108, such adjustments were reflected retroactively in the Company’s consolidated financial statements for all prior periods, including the December 31, 2009 consolidated balance sheet and the consolidated statement of operations for the three and nine months ended September 30, 2009 included in this report.

The following tables summarize the impact of the adjustments on the Company’s consolidated balance sheet as of December 31, 2009 and consolidated statement of operations for the three and nine months ended September 30, 2009:

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	<b>December 31, 2009</b>		
	<u>As reported</u>	<u>Adjustment</u>	<u>As revised</u>
Real estate (a)	\$ 1,675,322,000	\$ 8,429,000	\$ 1,683,751,000
Less accumulated depreciation (a)	<u>(164,615,000)</u>	<u>(741,000)</u>	<u>(165,356,000)</u>
Real estate, net	<u>\$ 1,510,707,000</u>	<u>\$ 7,688,000</u>	<u>\$ 1,518,395,000</u>
Unamortized intangible lease liabilities (a)	<u>\$ 46,643,000</u>	<u>\$ 8,429,000</u>	<u>\$ 55,072,000</u>
Limited partners' interest in Operating Partnership	<u>\$ 12,656,000</u>	<u>\$ (18,000)</u>	<u>\$ 12,638,000</u>
Total equity	<u>\$ 614,487,000</u>	<u>\$ (723,000)</u>	<u>\$ 613,764,000</u>

	<b>Three months ended September 30, 2009</b>		
	<u>As reported</u>	<u>Adjustment</u>	<u>As revised</u>
Depreciation and amortization expense (a)	<u>\$ 12,730,000</u>	<u>\$ 53,000</u>	<u>\$ 12,783,000</u>
Net income attributable to common shareholders	<u>\$ 1,447,000</u>	<u>\$ (51,000)(b)</u>	<u>\$ 1,396,000</u>
Per common share (basic and diluted)	<u>\$ 0.03</u>	<u>\$ —</u>	<u>\$ 0.03</u>

	<b>Nine months ended September 30, 2009</b>		
	<u>As reported</u>	<u>Adjustment</u>	<u>As revised</u>
Depreciation and amortization expense (a)	<u>\$ 37,705,000</u>	<u>\$ 158,000</u>	<u>\$ 37,863,000</u>
Net income attributable to common shareholders	<u>\$ 5,130,000</u>	<u>\$ (151,000)(b)</u>	<u>\$ 4,979,000</u>
Per common share (basic and diluted)	<u>\$ 0.11</u>	<u>\$ —</u>	<u>\$ 0.11</u>

(a) Does not include revisions for other retroactive adjustments such as the sales of properties, where the applicable net assets and results of operations have been treated as "held for sale" and "income (loss) from discontinued operations", respectively.

(b) Net of noncontrolling interests (limited partners' interest).

**Real Estate Investments and Discontinued Operations**

Real estate investments are carried at cost less accumulated depreciation. The provision for depreciation is calculated using the straight-line method based upon the estimated useful lives of the respective assets of between 3 and 40 years. Depreciation expense amounted to \$10.9 million and \$11.4 million for the three months ended September 30, 2010 and 2009, respectively, and \$32.9 million and \$34.0 million for the nine months ended September 30, 2010 and 2009, respectively. Expenditures for betterments that substantially extend the useful lives of the assets are capitalized. Expenditures for maintenance, repairs, and betterments that do not substantially prolong the normal useful life of an asset are charged to operations as incurred.



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Upon the sale (or treatment as "held for sale") or other disposition of assets, the cost and related accumulated depreciation and amortization are removed from the accounts and the resulting gain or impairment loss, if any, is reflected as discontinued operations. In addition, prior periods' financial statements would be reclassified to reflect the sold properties' operations as discontinued.

Real estate investments include costs of development and redevelopment activities, and construction in progress. Capitalized costs, including interest and other carrying costs during the construction and/or renovation periods, are included in the cost of the related asset and charged to operations through depreciation over the asset's estimated useful life. Interest and financing costs capitalized amounted to \$0.6 million and \$1.8 million for the three months ended September 30, 2010 and 2009, respectively, and \$2.2 million and \$5.0 million for the nine months ended September 30, 2010 and 2009, respectively. A variety of costs are incurred in the acquisition, development and leasing of a property, such as pre-construction costs essential to the development of the property, development costs, construction costs, interest costs, real estate taxes, salaries and related costs, and other costs incurred during the period of development. After a determination is made to capitalize a cost, it is allocated to the specific component of a project that is benefited. The Company ceases capitalization on the portions substantially completed and occupied, or held available for occupancy, and capitalizes only those costs associated with the portions under development. The Company considers a construction project to be substantially completed and held available for occupancy upon the completion of tenant improvements, but not later than one year from cessation of major construction activity.

Management reviews each real estate investment for impairment whenever events or circumstances indicate that the carrying value of a real estate investment may not be recoverable. The review of recoverability is based on an estimate of the future cash flows that are expected to result from the real estate investment's use and eventual disposition. These cash flows consider factors such as expected future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If an impairment event exists due to the projected inability to recover the carrying value of a real estate investment, an impairment loss is recorded to the extent that the carrying value exceeds estimated fair value. Real estate investments held for sale are carried at the lower of their respective carrying amounts or estimated fair values, less costs to sell. Depreciation and amortization are suspended during the periods held for sale.

During the three months ended March 31, 2010 and the nine months ended September 30, 2010, the Company wrote off approximately \$1.3 million of costs incurred in prior years for a potential development project in Williamsport, Pennsylvania that the Company determined would not go forward. During the three months ended March 31, 2009 and the nine months ended September 30, 2009, the Company wrote off costs incurred related to the acquisitions of San Souci Plaza and New London Mall (net of minority interest share) and the costs primarily associated with a cancelled acquisition (an aggregate of approximately \$1.5 million).

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In connection with the Cedar/RioCan joint venture transactions, the Company recorded additional impairment charges related principally to the remaining completion work at the Blue Mountain Commons property transferred to the joint venture in December 2009 (\$0.2 million and \$2.3 million for the three and nine months ended September 30, 2010, respectively). The accounting treatment presentation on the accompanying consolidated statements of operations is to reflect the results of the properties' operations through the respective dates of transfer in current operations and, prospectively, following their transfer to the joint venture, as "equity in income (loss) of unconsolidated joint ventures". Accordingly, the accompanying statement of operations includes revenues prior to the properties being transferred to the Cedar/RioCan joint venture in the amounts of \$0.0 million and \$4.4 million, respectively, for three months ended September 30, 2010 and 2009, and \$3.3 million and \$13.6 million, respectively, for the nine months ended September 30, 2010 and 2009.

As of June 30, 2010, the Company treated as "held for sale" its 105,000 square foot Long Reach Village shopping center, located in Columbia, Maryland, with a sales price of approximately \$5.5 million; the sale of the property was concluded on October 29, 2010. In connection with the decision to sell the property, the Company has recorded an impairment charge of approximately \$3.0 million during the nine months ended September 30, 2010 (\$3.0 million was recorded during the three months ended June 30, 2010 and \$34,000 was recorded during the three months ended September 30, 2010). On February 25, 2010, the Company sold its 7,000 square foot Family Dollar convenience center, located in Zanesville, Ohio, for a sales price of \$575,000; the Company realized a net gain on the transaction of approximately \$170,000. During the year ended December 31, 2009, the Company sold, or treated as "held for sale", nine of its drug store/convenience centers, located in Ohio and New York. Of these, three centers were sold during the three months ended March 31, 2010 for an aggregate sales price of approximately \$10.1 million. In connection with these transactions, the Company recorded an additional impairment charge of approximately \$248,000 during the three months ended March 31, 2010 and the nine months ended September 30, 2010. The properties' results of operations have been classified as "discontinued operations" for all periods presented.

The following is a summary of the components of (loss) income from discontinued operations for the three and nine months ended September 30, 2010 and 2009, respectively:

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	Three months ended September 30,		Nine months ended September 30,	
	2010	2009	2010	2009
<b>Revenues:</b>				
Rents	\$ 282,000	\$ 924,000	\$ 1,078,000	\$ 2,944,000
Expense recoveries	90,000	279,000	304,000	976,000
Total revenues	<u>372,000</u>	<u>1,203,000</u>	<u>1,382,000</u>	<u>3,920,000</u>
<b>Expenses:</b>				
Operating, maintenance and management	149,000	228,000	539,000	661,000
Real estate and other property-related taxes	28,000	177,000	124,000	617,000
Depreciation and amortization	26,000	325,000	152,000	1,046,000
Interest expense	67,000	310,000	256,000	953,000
	<u>270,000</u>	<u>1,040,000</u>	<u>1,071,000</u>	<u>3,277,000</u>
Income from discontinued operations before impairment charges	102,000	163,000	311,000	643,000
Impairment charges	34,000	552,000	3,276,000	722,000
(Loss) income from discontinued operations	<u>\$ 68,000</u>	<u>\$ (389,000)</u>	<u>\$ (2,965,000)</u>	<u>\$ (79,000)</u>
Gains on sale of discontinued operations	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 170,000</u>	<u>\$ 277,000</u>

***Conditional asset retirement obligation***

A conditional asset retirement obligation is a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement is conditional on a future event that may or may not be within the control of the Company. The Company would record a liability for a conditional asset retirement obligation if the fair value of the obligation can be reasonably estimated. Environmental studies conducted at the time of acquisition with respect to all of the Company's properties did not reveal any material environmental liabilities (the principal conditional asset retirement obligation), and the Company is unaware of any subsequent environmental matters that would have created a material liability. The Company believes that its properties are currently in material compliance with applicable environmental, as well as non-environmental, statutory and regulatory requirements. There were no conditional asset retirement obligation liabilities recorded by the Company during the three and nine months ended September 30, 2010 and 2009, respectively.

***Fair Value Measurements***

The Company follows the updated accounting guidance relating to fair value measurements and disclosures, which defines fair value, establishes a framework for measuring fair value in accordance with GAAP, and expands disclosures about fair value measurements.

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These standards did not materially affect how the Company determines fair value, but resulted in certain additional disclosures.

The guidance establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three levels:

- Level 1 — Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 — Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible while also considering counterparty credit risk in the assessment of fair value. Financial liabilities measured at fair value in the consolidated financial statements consist of interest rate swaps. The fair values of interest rate swaps are determined using widely accepted valuation techniques, including discounted cash flow analysis, on the expected cash flows of each derivative. The analysis reflects the contractual terms of the swaps, including the period to maturity, and uses observable market-based inputs, including interest rate curves (“significant other observable inputs”). The fair value calculation also includes an amount for risk of non-performance using “significant unobservable inputs” such as estimates of current credit spreads to evaluate the likelihood of default. The Company has concluded, as of September 30, 2010, that the fair value associated with the “significant unobservable inputs” relating to the Company’s risk of non-performance was insignificant to the overall fair value of the interest rate swap agreements and, as a result, the Company has determined that the relevant inputs for purposes of calculating the fair value of the interest rate swap agreements, in their entirety, were based upon “significant other observable inputs”. Nonfinancial assets and liabilities measured at fair value in the consolidated financial statements consist of real estate to be transferred to a joint venture and real estate held for sale — discontinued operations.

The carrying amounts of cash and cash equivalents, restricted cash, rents and other receivables, other assets, accounts payable and accrued expenses approximate fair value. The valuation of the liability for the Company’s interest rate swaps (\$1.9 million at September 30, 2010 and \$5.9 million at December 31, 2009), which is measured on a recurring basis, was determined to be a Level 2 within the valuation hierarchy, and was based on independent values provided by financial institutions. The valuations of the assets for the Company’s real estate to be transferred to a joint venture and real estate held for sale — discontinued operations (\$0.0 million and \$8.3 million, respectively, at September 30, 2010, and \$139.7 million and \$21.4

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million, respectively, at December 31, 2009), which is measured on a nonrecurring basis, have been determined to be a Level 2 within the valuation hierarchy, and were based on the respective contracts of transfer and/or sale.

The fair value of the Company's fixed rate mortgage loans was estimated using "significant other observable inputs" such as available market information and discounted cash flows analyses based on borrowing rates the Company believes it could obtain with similar terms and maturities. As of September 30, 2010 and December 31, 2009, the aggregate fair values of the Company's fixed rate mortgage loans were approximately \$599.4 million and \$579.2 million, respectively; the carrying values of such loans were \$602.6 million and \$606.1 million, respectively, at those dates.

***Intangible Lease Asset/Liability***

The Company allocates the fair value of real estate acquired to land, buildings and improvements. In addition, the fair value of in-place leases is allocated to intangible lease assets and liabilities.

The fair value of the tangible assets of an acquired property is determined by valuing the property as if it were vacant, which value is then allocated to land, buildings and improvements based on management's determination of the relative fair values of these assets. In valuing an acquired property's intangibles, factors considered by management include an estimate of carrying costs during the expected lease-up periods, such as real estate taxes, insurance, other operating expenses, and estimates of lost rental revenue during the expected lease-up periods based on its evaluation of current market demand. Management also estimates costs to execute similar leases, including leasing commissions, tenant improvements, legal and other related costs.

The values of acquired above-market and below-market leases are recorded based on the present values (using discount rates which reflect the risks associated with the leases acquired) of the differences between the contractual amounts to be received and management's estimate of market lease rates, measured over the terms of the respective leases that management deemed appropriate at the time of the acquisitions. Such valuations include a consideration of the non-cancelable terms of the respective leases as well as any applicable renewal period(s). The fair values associated with below-market rental renewal options are determined based on the Company's experience and the relevant facts and circumstances that existed at the time of the acquisitions. The values of above-market leases are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of below-market leases associated with the original non-cancelable lease terms are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of the leases associated with below-market renewal options that are likely of exercise are amortized to rental income over the respective renewal periods. The value of other intangible assets (including

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leasing commissions, tenant improvements, etc.) is amortized to expense over the applicable terms of the respective leases. If a lease were to be terminated prior to its stated expiration or not renewed, all unamortized amounts relating to that lease would be recognized in operations at that time.

With respect to the Company's acquisitions, the fair values of in-place leases and other intangibles are allocated to the intangible asset and liability accounts. Such allocations are preliminary and are based on information and estimates available as of the respective dates of acquisition. As final information becomes available and is refined, appropriate adjustments are made to the purchase price allocations, which are finalized within twelve months of the respective dates of acquisition.

Unamortized intangible lease liabilities relate primarily to below-market leases, and amounted to \$49.3 million and \$53.7 million (as revised) at September 30, 2010 and December 31, 2009, respectively.

As a result of recording the intangible lease assets and liabilities, (i) revenues were increased by \$2.0 million and \$3.9 million for the three months ended September 30, 2010 and 2009, respectively, and \$7.0 million and \$10.4 million for the nine months ended September 30, 2010 and 2009, respectively, relating to the amortization of intangible lease liabilities, and (ii) depreciation and amortization expense was increased correspondingly by \$3.1 million and \$3.5 million for the three months ended September 30, 2010 and 2009, respectively, and \$8.8 million and \$10.6 million for the nine months ended September 30, 2010 and 2009, respectively.

***Cash and Cash Equivalents***

Cash and cash equivalents consist of cash in banks and short-term investments with original maturities of less than ninety days from the date of purchase, and include cash at consolidated joint ventures of \$6.2 million and \$7.4 million at September 30, 2010 and December 31, 2009, respectively.

***Restricted Cash***

The terms of several of the Company's mortgage loans payable require the Company to deposit certain replacement and other reserves with its lenders. Such "restricted cash" is generally available only for property-level requirements for which the reserves have been established and is not available to fund other property-level or Company-level obligations.

***Rents and Other Receivables***

Management has determined that all of the Company's leases with its various tenants are operating leases. Rental income with scheduled rent increases is recognized using the straight-

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line method over the respective non-cancelable terms of the leases. The aggregate excess of rental revenue recognized on a straight-line basis over the contractual base rents is included in straight-line rents on the consolidated balance sheet. Leases also generally contain provisions under which the tenants reimburse the Company for a portion of property operating expenses and real estate taxes incurred generally attributable to their respective allocable portions of the total gross leaseable area ("GLA"); under certain leases, such reimbursements are "capped", i.e., limited to a specified dollar or percentage amount. Such income is recognized in the periods earned. In addition, a limited number of operating leases contain contingent rent provisions under which tenants are required to pay, as additional rent, a percentage of their sales in excess of a specified amount. The Company defers recognition of contingent rental income until such specified sales targets are met.

The Company must make estimates as to the collectibility of its accounts receivable related to base rent, straight-line rent, percentage rent, expense reimbursements and other revenues. When management analyzes accounts receivable and evaluates the adequacy of the allowance for doubtful accounts, it considers such things as historical bad debts, tenant creditworthiness, current economic trends, current developments relevant to a tenant's business specifically and to its business category generally, and changes in tenants' payment patterns. The allowance for doubtful accounts was \$4.4 million and \$5.3 million at September 30, 2010 and December 31, 2009, respectively. The provision for doubtful accounts (included in operating, maintenance and management expenses) was \$1.0 million and \$1.2 million for the three months ended September 30, 2010 and 2009, respectively, and \$2.5 million and \$2.8 million for the nine month periods ended September 30, 2010 and 2009, respectively.

***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents in excess of insured amounts and tenant receivables. The Company places its cash and cash equivalents with high-quality financial institutions. Management performs ongoing credit evaluations of its tenants and requires certain tenants to provide security deposits and/or suitable guarantees.

***Other Assets***

Other assets at September 30, 2010 and December 31, 2009 are comprised of the following:

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	<b>September 30, 2010</b>	<b>December 31, 2009</b>
Prepaid expenses	\$ 8,246,000	\$ 5,279,000
Cumulative mark-to-market adjustments related to stock-based compensation	2,246,000	2,100,000
Property deposits	859,000	1,430,000
Other	467,000	506,000
	<u>\$ 11,818,000</u>	<u>\$ 9,315,000</u>

***Deferred Charges, Net***

Deferred charges at September 30, 2010 and December 31, 2009 are net of accumulated amortization and are comprised of the following:

	<b>September 30, 2010</b>	<b>December 31, 2009</b>
Lease origination costs (i)	\$ 17,176,000	\$ 17,696,000
Financing costs (ii)	11,103,000	16,833,000
Other	1,438,000	1,707,000
	<u>\$ 29,717,000</u>	<u>\$ 36,236,000</u>

(i) Lease origination costs include the unamortized balance of intangible lease assets resulting from purchase accounting allocations of \$8.8 million and \$10.0 million, respectively.

(ii) Financing costs are incurred in connection with the Company's credit facilities and other long-term debt.

Deferred charges are amortized over the terms of the related agreements. Amortization expense related to deferred charges (including amortization of deferred financing costs included in non-operating income and expense) amounted to \$5.1 million and \$2.0 million for the three months ended September 30, 2010 and 2009, respectively, and \$9.2 million and \$5.4 million for the nine months ended September 30, 2010 and 2009, respectively.

On September 13, 2010, the Company elected to reduce the total commitments under its secured revolving stabilized property credit facility by \$100.0 million. In this connection, the Company accelerated the write-off of approximately \$2.6 million of deferred financing costs.

***Income Taxes***

The Company has elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"). A REIT will generally not be subject to federal income taxation on that portion of its income that qualifies as REIT taxable income, to the extent that it distributes at least 90% of such REIT taxable income to its shareholders and complies with



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certain other requirements. As of September 30, 2010, the Company was in compliance with all REIT requirements.

The Company follows a two-step approach for evaluating uncertain tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) determines the amount of benefit that more-likely-than-not will be realized upon settlement. Derecognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. The use of a valuation allowance as a substitute for derecognition of tax positions is prohibited. The Company has not identified any uncertain tax positions which would require an accrual.

***Derivative Financial Instruments***

The Company occasionally utilizes derivative financial instruments, principally interest rate swaps, to manage its exposure to fluctuations in interest rates. The Company has established policies and procedures for risk assessment, and the approval, reporting and monitoring of derivative financial instruments. Derivative financial instruments must be effective in reducing the Company's interest rate risk exposure in order to qualify for hedge accounting. When the terms of an underlying transaction are modified, or when the underlying hedged item ceases to exist, all changes in the fair value of the instrument are marked-to-market with changes in value included in net income for each period until the derivative instrument matures or is settled. Any derivative instrument used for risk management that does not meet the hedging criteria is marked-to-market with the changes in value included in net income. The Company has not entered into, and does not plan to enter into, derivative financial instruments for trading or speculative purposes. Additionally, the Company has a policy of entering into derivative contracts only with major financial institutions. On January 20, 2010, the Company paid approximately \$5.5 million to terminate interest rate swaps applicable to the financing for its development joint venture property in Stroudsburg, Pennsylvania.

As of September 30, 2010, the Company believes it has no significant risk associated with non-performance of the financial institutions which are the counterparties to its derivative contracts. Additionally, based on the rates in effect as of September 30, 2010, if a counterparty were to default, the Company would receive a net interest benefit. At September 30, 2010, the Company had approximately \$20.2 million of mortgage loans payable subject to interest rate swaps. Such interest rate swaps converted LIBOR-based variable rates to fixed annual rates of 5.4% and 6.5% per annum. As of September 30, 2010, the Company had accrued liabilities of \$1.9 million (included in accounts payable and accrued expenses on the consolidated balance sheet) relating to the fair value of interest rate swaps applicable to mortgage loans payable. Charges and/or credits relating to the changes in fair values of such interest rate swaps are made to accumulated other comprehensive (loss) income, noncontrolling interests (minority interests in

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consolidated joint ventures and limited partners' interest), or operations (included in interest expense), as appropriate.

The following is a summary of the derivative financial instruments held by the Company at September 30, 2010 and December 31, 2009:

Designation/ Cash flow	Derivative	Count	Notional values		Expiration dates	Balance sheet location	Fair value	
			September 30, 2010	Count			December 31, 2009	September 30, 2010
Non-qualifying	Interest	—	\$ —	1	2011	Accounts payable and	\$ —	\$ 1,297,000
Qualifying	rate swaps	2	\$ 20,192,000	8	2010 - 2020	accrued expenses	\$ 1,926,000	\$ 4,655,000

The following presents the effect of the Company's derivative financial instruments on the consolidated statements of operations and the consolidated statements of equity for the three and nine months ended September 30, 2010 and 2009:

Designation/ Cash flow	Derivative	Amount of gain (loss) recognized in other comprehensive (loss) income (effective portion)		Amount of gain (loss) recognized in other comprehensive (loss) income (effective portion)	
		Three months ended September 30,		Nine months ended September 30,	
		2010 (a)	2009	2010 (a)	2009
Qualifying	Interest rate swaps	\$ (133,000)	\$ (983,000)	\$ (420,000)	\$ 2,917,000

(a) Does not include amortization and adjustments related to the terminated Stroudsburg swaps of (\$0.3 million) and \$.05 million for the three and nine months ended September 30, 2010, respectively.

Designation/ Cash flow	Derivative	Amount of gain (loss) recognized in interest expense (ineffective portion)		Amount of gain (loss) recognized in interest expense (ineffective portion)	
		2010 (a)	2009	2010 (a)	2009
Qualifying	Interest rate swaps	\$ —	\$ (48,000)	\$ —	\$ 67,000

**Earnings Per Share**

Basic earnings per share ("EPS") is computed by dividing net (loss) income attributable to the Company's common shareholders by the weighted average number of common shares outstanding for the period (including restricted shares and shares held by Rabbi Trusts). Fully-diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into shares of common stock. The calculation of the number of such additional shares related to the warrants issued to RioCan prior to exercise was 0 and 26,000, respectively, for the three and nine months ended September 30, 2010; however such

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amounts were anti-dilutive as the Company reported a net loss in both periods. The calculation of the number of such additional shares related to other warrants and stock options was anti-dilutive for the three and nine months ended September 30, 2010 and 2009. Fully-dilutive EPS was the same as basic EPS for all periods.

***Stock-Based Compensation***

The Company's 2004 Stock Incentive Plan (the "Incentive Plan") establishes the procedures for the granting of incentive stock options, stock appreciation rights, restricted shares, performance units and performance shares. The maximum number of shares of the Company's common stock that may be issued pursuant to the Incentive Plan is 2,750,000, and the maximum number of shares that may be granted to a participant in any calendar year may not exceed 250,000. Substantially all grants issued pursuant to the Incentive Plan are "restricted stock grants" which specify vesting (i) upon the third anniversary of the date of grant for time-based grants, or (ii) upon the completion of a designated period of performance for performance-based grants and satisfaction of the performance criteria. The shares granted in March 2010 in connection with the Company's performance-based target bonus compensation arrangements for 2009 will vest one year from the date of grant. Time-based grants are valued according to the market price for the Company's common stock at the date of grant. For performance-based grants, the Company generally engages an independent appraisal company to determine the value of the shares at the date of grant, taking into account the underlying contingency risks associated with the performance criteria.

In January 2008 and June 2008, the Company issued 53,000 shares and 7,000 shares of common stock, respectively, as performance-based grants, based on the total annual return on an investment in the Company's common stock ("TSR") over the three-year period ending December 31, 2010, which will vest if such TSR is equal to, or greater than, an average of 8% per year. The independent appraisal determined the value of the January 2008 performance-based shares to be \$6.05 per share, compared to a market price at the date of grant of \$10.07 per share; similar methodology determined the value of the June 2008 performance-based shares to be \$10.31 per share, compared to a market price at the date of grant of \$12.13 per share.

In January 2009, the Company issued 218,000 shares of common stock as performance-based grants, based on the TSR over the three-year period ending December 31, 2011, with 75% to vest if such TSR is equal to, or greater than an average of 6% TSR per year on the Company's common stock, and 25% to vest based on a comparison of TSR for such three years to the Company's peer group. The independent appraisal determined the values of the performance-based shares to be \$5.44 and \$6.48 per share, respectively, compared to a market price at the date of grant of \$7.02 per share.

In January 2010, the Company issued 227,000 shares of common stock as performance-based grants. As modified in September 2010, one-half of these amounts will vest upon the

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satisfaction of the following conditions: (a) if the TSR on the Company's common stock is at least an average of 6% per year for the three years ending December 31, 2012, and (b) if there is a positive comparison of TSR on the Company's common stock to the median of the TSR for the Company's peer group for the three years ending December 31, 2012. The independent appraisal determined the values of the category (a) and (b) performance-based shares to be \$4.56 per share and \$6.00 per share, respectively, compared to a market price at the date of grant of \$6.70 per share. In September 2010, the Company issued 3,000 shares of performance-based grants which will vest the same as the January 2010 grants. The Company has valued these shares at the market price of \$6.17 per share on the date of grant.

The additional restricted shares issued during the three and nine months ended September 30, 2010 and 2009 were time-based grants, and amounted to 1,000 shares and 20,000 shares for the three months September 30, 2010 and 2009, respectively, and 279,000 shares and 396,000 shares for the nine months ended September 30, 2010 and 2009, respectively. The value of all grants is being amortized on a straight-line basis over the respective vesting periods (irrespective of achievement of the performance grants) adjusted, as applicable, for fluctuations in the market value of the Company's common stock. Those grants of restricted shares that are transferred to Rabbi Trusts are classified as treasury stock on the Company's consolidated balance sheet. The following table sets forth certain stock-based compensation information for the three and nine months ended September 30, 2010 and 2009, respectively:

	<u>Three months ended Sept. 30,</u>		<u>Nine month ended Sept. 30,</u>	
	<u>2010</u>	<u>2009</u>	<u>2010</u>	<u>2009</u>
Restricted share grants	4,000	20,000	509,000	614,000
Average per-share grant price	\$ 6.17	\$ 6.00	\$ 6.54	\$ 4.94
Recorded as deferred compensation, net	\$ 20,000	\$ 120,000	\$ 3,325,000	\$ 3,034,000
Charged to operations:				
Amortization relating to stock-based compensation	\$ 856,000	\$ 850,000	\$ 2,446,000	\$ 2,271,000
Adjustments to reflect changes in market price of Company's common stock	(2,000)	517,000	(377,000)	(558,000)
Total charged to operations	<u>\$ 854,000</u>	<u>\$ 1,367,000</u>	<u>\$ 2,069,000</u>	<u>\$ 1,713,000</u>
Non-vested shares:				
Non-vested, beginning of period	1,344,000	1,090,000	980,000	508,000
Grants	4,000	20,000	509,000	614,000
Vested during period	—	(38,000)	(141,000)	(49,000)
Forfeitures/cancellations	(1,000)	—	(1,000)	(1,000)
Non-vested, end of period	<u>1,347,000</u>	<u>1,072,000</u>	<u>1,347,000</u>	<u>1,072,000</u>
Average value of non-vested shares (based on grant price)	<u>\$ 6.33</u>	<u>\$ 8.11</u>	<u>\$ 6.33</u>	<u>\$ 8.11</u>
Value of shares vested during the period (based on grant price)	<u>\$ 4,000</u>	<u>\$ 398,000</u>	<u>\$ 2,193,000</u>	<u>\$ 564,000</u>

At September 30, 2010, 1.0 million shares remained available for grants pursuant to the Incentive Plan, and \$3.8 million remained as deferred compensation, to be amortized over various periods ending in September 2013.

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*Supplemental consolidated statements of cash flows information*

	Nine months ended Sept. 30,	
	2010	2009
<b>Supplemental disclosure of cash activities:</b>		
Interest paid	\$ 37,206,000	\$ 37,785,000
<b>Supplemental disclosure of non-cash activities:</b>		
Additions to deferred compensation plans	3,325,000	3,034,000
Assumption of mortgage loans payable — acquisitions	—	(54,565,000)
Assumption of mortgage loans payable — disposition	7,740,000	2,258,000
Conversion of OP Units into common stock	177,000	90,000
<b>Purchase accounting allocations:</b>		
Intangible lease assets	—	7,174,000
Intangible lease liabilities	(2,600,000)	(3,265,000)
Net valuation decrease in assumed mortgage loan payable (a)	—	1,649,000
<b>Other non-cash investing and financing activities:</b>		
Accrued interest rate swap liabilities	(1,450,000)	3,064,000
Accrued real estate improvement costs	—	1,349,000
Accrued construction escrows	(1,777,000)	1,026,000
Accrued financing costs and other	(463,000)	22,000
Capitalization of deferred financing costs	674,000	1,242,000
<b>Deconsolidation of properties transferred to joint venture:</b>		
Real estate, net	139,745,000	—
Mortgage loans payable	(94,058,000)	—
Other assets/liabilities, net	(3,574,000)	—
Investment in and advances to unconsolidated joint venture	9,423,000	—
Settlement receivable from unconsolidated joint venture	3,824,000	—

- (a) The net valuation decrease in an assumed mortgage loan payable resulted from adjusting the contract rate of interest (4.9% per annum) to a market rate of interest (6.1% per annum).

**Recently-Issued Accounting Pronouncements**

In January 2010, the FASB issued updated guidance on fair value measurements and disclosures, which requires disclosure of details of significant asset or liability transfers in and out of Level 1 and Level 2 measurements within the fair value hierarchy and inclusion of gross purchases, sales, issuances, and settlements in the rollforward of assets and liabilities valued using Level 3 inputs within the fair value hierarchy. The guidance also clarifies and expands existing disclosure requirements related to the disaggregation of fair value disclosures and inputs used in arriving at fair values for assets and liabilities using Level 2 and Level 3 inputs within the fair value hierarchy. This guidance is effective for interim and annual reporting periods beginning after December 15, 2009, except for the gross presentation of the Level 3 rollforward, which is required for annual reporting periods beginning after December 15, 2010, and for the

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respective interim periods within those years. The adoption of that portion of the guidance that became effective on January 1, 2010 did not have a material effect on the consolidated financial statements; the Company does not expect the adoption of that portion of the guidance which becomes effective on January 1, 2011 to have a material effect on the consolidated financial statements.

**Note 3. Real Estate/Investment in Unconsolidated Joint Ventures**

The Company and RioCan have entered into an 80% (RioCan) and 20% (Cedar) joint venture (i) initially for the purchase of seven supermarket-anchored properties previously owned by the Company, and (ii) then to acquire additional primarily supermarket-anchored properties in the Company's primary market areas, in the same joint venture format. The transfers of the initial seven properties, which commenced in December 2009, were completed in May 2010. The 2010 property transfers resulted in net proceeds to the Company of approximately \$29.9 million, all of which were used to repay/reduce the outstanding balances under the Company's secured revolving credit facilities.

On January 26, 2010, the Cedar/RioCan joint venture acquired the Town Square Plaza shopping center located in Temple, Pennsylvania, an approximately 128,000 square foot supermarket-anchored shopping center which was completed in 2008. The purchase price for the property, which was unencumbered, was approximately \$19.0 million.

On July 2, 2010, the Company placed approximately \$33.0 million of mortgage financing, which bears interest at 5.0% per annum, on three previously unencumbered Cedar/RioCan joint venture properties.

On August 3, 2010, the Cedar/RioCan joint venture acquired the Exeter Commons shopping center located in Exeter Township, Pennsylvania, an approximately 361,000 square foot supermarket-anchored shopping center which was completed in 2009. The purchase price for the property was approximately \$53.0 million. At the closing, the joint venture placed an approximate \$30.0 million first mortgage, which bears interest at 5.30% per annum, on the property.

On September 29, 2010, the Cedar/RioCan joint venture acquired the Montville Commons shopping center located in Uncasville, Connecticut, an approximate 118,000 square foot shopping which was completed in 2005. The purchase price for the property, which was unencumbered, was approximately \$18.9 million.

On September 29, 2010, the Cedar/RioCan joint venture acquired a five shopping center portfolio for approximately \$133.3 million. The five centers, Monroe Marketplace, located in Selinsgrove, Pennsylvania, Creekview Shopping Center, located in Warrington, Pennsylvania, Pitney Road Plaza, located in Lancaster, Pennsylvania, Sunrise Plaza, located in Forked River,

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New Jersey and New River Valley Center, located in Christiansburg, Virginia, comprise approximately 936,000 square feet of primarily supermarket and big box anchored shopping centers. At the closing, the joint venture placed an approximate \$72.5 million first mortgage, which bears interest at 4.75% per annum, on the five properties.

In connection with the Cedar/RioCan joint venture transactions, the Company earned from the joint venture an acquisition fee of approximately \$1.1 million and financing fees of approximately \$0.3 million, which are included in other income in the accompanying statements of operations. In addition, the Company incurred fees due its investment advisor of approximately \$2.2 million, which are included in transaction costs in the accompanying statements of operations.

In connection with September 29, 2010, portfolio acquisition, the Cedar/RioCan joint venture agreed to purchase two additional properties, with an aggregate of 821,000 square feet, for an aggregate purchase price of approximately \$67.8 million above a \$11.8 million first mortgage bearing interest at 7.0% per annum and maturing in November 2018, subject to certain conditions. One property, Red Rose Commons, located in Lancaster, Pennsylvania, is subject to the terms of an existing partnership agreement between a third party joint-venture partner and the seller. This property would be purchased by the existing Cedar/RioCan joint venture. The other property, The Whitehall Mall, located in Allentown, Pennsylvania, would be owned by Cedar and RioCan on a 50-50 basis with the expectation that the parties will eventually redevelop this property. Closing of this purchase is also subject to reaching agreement with a third partner joint-venture partner of the seller.

The following summarizes certain financial information related to the Company's investment in the Cedar/RioCan unconsolidated joint venture at September 30, 2010 and December 31, 2009, respectively, and for the three and nine months ended September 30, 2010:

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	<b>Cedar/RioCan Joint Venture</b>	
	<b>September 30, 2010</b>	<b>December 31, 2009</b>
<b>Assets:</b>		
Real estate, net	\$ 399,325,000	\$ 41,158,000
Cash and cash equivalents	3,338,000	404,000
Restricted cash	3,942,000	812,000
Due from RioCan	7,476,000	2,322,000
Other assets	12,069,000	1,162,000
<b>Total assets</b>	<b>\$ 426,150,000</b>	<b>\$ 45,858,000</b>
<b>Liabilities and partners' capital:</b>		
Mortgage loans payable (a)	\$ 228,804,000	\$ —
Due to the Company	9,533,000	2,322,000
Other liabilities	7,287,000	345,000
Preferred stock	97,000	—
<b>Partners' capital:</b>		
RioCan	142,245,000	34,553,000
The Company	38,184,000	8,638,000
<b>Total partners' capital</b>	<b>180,429,000</b>	<b>43,191,000</b>
<b>Total liabilities and partners' capital</b>	<b>\$ 426,150,000</b>	<b>\$ 45,858,000</b>
	<b>Three months ended</b>	<b>Nine months ended</b>
	<b>September 30, 2010</b>	<b>September 30, 2010</b>
<b>Statements of operations:</b>		
Revenues	\$ 6,812,000	\$ 15,057,000
Property operating and other expenses	1,469,000	3,495,000
Management fees to the Company	228,000	503,000
Acquisition transaction costs (b)	3,867,000	4,462,000
Depreciation and amortization	1,665,000	3,460,000
Interest and other non-operating expenses, net	2,392,000	4,334,000
<b>Net loss</b>	<b>\$ (2,809,000)</b>	<b>\$ (1,197,000)</b>
RioCan	(2,243,000)	(921,000)
The Company	(566,000)	(276,000)
	<b>\$ (2,809,000)</b>	<b>\$ (1,197,000)</b>



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- (a) The Cedar/RioCan joint venture has property-specific mortgage loans payable with various expiration dates ranging from June 2011 through August 2020, with a weighted average interest rate of 5.2% per annum.
- (b) Acquisition transaction costs for the three months and nine months ended September 30, 2010 include \$1.0 million and \$1.1 million, respectively, payable to the Company.

In addition, the Company has a 76.3% interest in a joint venture which owns a single-tenant office property in Philadelphia, Pennsylvania. The Company's investments in this joint venture were \$5.8 million and \$5.5 million, respectively, at September 30, 2010 and December 31, 2009; the Company's share of the joint venture's net income was \$0.3 million for each of the three month periods ended September 30, 2010 and 2009, and \$0.8 million for each of the nine month periods ended September 30, 2010 and 2009.

***Real Estate Pledged***

At September 30, 2010 a substantial portion of the Company's real estate was pledged as collateral for mortgage loans payable and the revolving credit facilities.

**Note 4. Mortgage Loans Payable and Secured Revolving Credit Facilities**

Secured debt is comprised of the following at September 30, 2010 and December 31, 2009:

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Description	September 30, 2010			December 31, 2009		
	Balance outstanding	Interest rates		Balance outstanding	Interest rates	
		Weighted average	Range		Weighted average	Range
Fixed-rate mortgages (a)	\$ 602,608,000	5.8%	5.0% - 7.6%	\$ 606,108,000	5.8%	5.0% - 8.5%
Variable-rate mortgages	83,571,000	3.4%	2.5% - 5.9%	82,181,000	3.4%	2.5% - 5.9%
Total property-specific mortgages	686,179,000	5.5%		688,289,000	5.6%	
Stabilized property credit facility	23,535,000	5.5%		187,985,000	5.5%	
Development property credit facility	102,911,000	2.5%		69,700,000	2.5%	
	<u>\$ 812,625,000</u>	<u>5.1%</u>		<u>\$ 945,974,000</u>	<u>5.3%</u>	
Fixed-rate mortgages related to:						
Real estate transferred or to be transferred to a joint venture	\$ —	—		\$ 94,018,000	5.8%	4.8% - 7.2%
Real estate held for sale — discontinued operations	\$ 4,626,000	5.7%		\$ 12,455,000	5.5%	5.2% - 5.7%

(a) Restated to reflect the reclassifications of properties transferred to the Cedar/RioCan joint venture and properties treated as discontinued operations.

Included in variable-rate mortgages is the Company's \$70.7 million construction facility (as amended on November 3, 2010) with Manufacturers and Traders Trust Company (as agent) and several other banks, pursuant to which the Company has pledged its joint venture development property in Pottsgrove, Pennsylvania as collateral for borrowings thereunder. The facility is guaranteed by the Company and will expire in September 2011, subject to a one-year extension option. Borrowings under the facility bear interest at the Company's option at either LIBOR plus a spread of 225 basis points ("bps") (amended on November 3, 2010 to 325 bps), or the agent bank's prime rate. Borrowings outstanding under the facility aggregated \$62.6 million at September 30, 2010, and such borrowings bore interest at an average rate of 2.5% per annum. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the construction facility.

**Secured Revolving Stabilized Property Credit Facility**

In November 2009, the Company closed an amended and restated secured revolving stabilized property credit facility with Bank of America, N.A. as administrative agent, together with three other lead lenders and other participating banks. On September 13, 2010, the Company elected to reduce the total commitments under the facility from \$285.0 million to \$185.0 million. The facility is expandable to \$400 million, subject principally to acceptable collateral and the availability of lender commitments and will expire on January 31, 2012, subject to a one-year extension option. The principal terms of the facility include (i) an availability based primarily on appraisals, with a 67.5% advance rate, (ii) an interest rate based

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on LIBOR plus 350 bps, with a 200 bps LIBOR floor, (iii) a leverage ratio limited to 67.5%, and (iv) an unused portion fee of 50 bps.

Borrowings outstanding under the facility aggregated \$23.5 million at September 30, 2010; such borrowings bore interest at a rate of 5.5% per annum; the Company had pledged 32 of its shopping center properties as collateral for such borrowings as of that date.

The secured revolving stabilized property credit facility has been, and will be, used to fund acquisitions, certain development and redevelopment activities, capital expenditures, mortgage repayments, dividend distributions, working capital and other general corporate purposes. The facility is subject to customary financial covenants, including limits on leverage and distributions (limited to 95% of funds from operations, as defined), and other financial statement ratios. Based on covenant measurements and collateral in place as of September 30, 2010, the Company was permitted to draw up to approximately \$163.5 million, of which approximately \$140.0 million remained available as of that date. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the secured revolving stabilized property credit facility.

On October 26, 2010, the Company placed a first mortgage on a property that had previously collateralized the secured revolving stabilized property credit facility. Reflecting this transaction, the amount the Company is permitted to draw under the facility was adjusted from \$163.5 million to \$154.1 million.

***Secured Revolving Development Property Credit Facility***

The Company has a \$150 million secured revolving development property credit facility with KeyBank, National Association (as agent) and several other banks, pursuant to which the Company has pledged certain of its development projects and redevelopment properties as collateral for borrowings thereunder. The facility, as amended, is expandable to \$250 million, subject principally to acceptable collateral and the availability of additional lender commitments, and will expire in June 2011, subject to a one-year extension option. Borrowings under the facility bear interest at the Company's option at either LIBOR or the agent bank's prime rate, plus a spread of 225 bps or 75 bps, respectively. Advances under the facility are calculated at the least of 70% of aggregate project costs, 70% of "as stabilized" appraised values, or costs incurred in excess of a 30% equity requirement on the part of the Company. The facility also requires an unused portion fee of 15 bps. This facility has been, and will be, used to fund in part the Company's and certain consolidated joint ventures' development activities. In order to draw funds under this construction facility, the Company must meet certain pre-leasing and other conditions. Borrowings outstanding under the facility aggregated \$102.9 million at September 30, 2010; such borrowings bore interest at an average rate of 2.5% per annum. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the secured revolving development property credit facility.

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**Note 5. Preferred and Common Stock**

The Company in October 2009 (1) sold to RioCan 6,666,666 shares of the Company's common stock at \$6.00 per share in a private placement for an aggregate of \$40 million (RioCan agreeing that it would not sell any of such shares for a period of one year), (2) issued to RioCan warrants to purchase 1,428,570 shares of the Company's common stock at an exercise price of \$7.00 per share (RioCan exercised its warrant on April 27, 2010 and the Company realized net proceeds of \$10.0 million), and (3) entered into a "standstill" agreement with respect to increases in RioCan's ownership of the Company's common stock for a three-year period. In addition, subject to certain exceptions, the Company agreed that it would not issue any new shares of common stock unless RioCan is offered the right to purchase that additional number of shares that would maintain its pro rata percentage ownership, on a fully diluted basis.

The Company has a Standby Equity Purchase Agreement (the "SEPA Agreement") with an investment company for sales of its shares of common stock aggregating up to \$45 million over a two-year commitment period ending in September 2011. Under the terms of the SEPA Agreement, the Company may sell, from time to time, shares of its common stock at a discount to market of 1.75%. The amount of these daily sales is generally limited to the lesser of 20% of the average daily trading volume or \$1.0 million. In connection with these sales transactions, the Company agreed to pay an investment advisor a 0.75% placement agent fee. In addition, the Company may require the investment company to advance from time to time up to \$5.0 million provided, however, that the Company may only request these larger advances approximately once a month. With respect to such advances, the common stock sales are at a discount to market of 2.75% and the placement agent fee is 1.25%. As the Company has a conditional obligation to issue a variable number of shares of its common stock, advances are initially recorded as a liability, and as shares are sold on a daily basis and the advance is settled, such liability is reflected in equity. At December 31, 2009, there was an unsettled advance liability of \$5.0 million, which was included in accounts payable and accrued liabilities on the consolidated balance sheet. Such advance was settled in January and February 2010 by the sale of 718,000 shares of the Company's common stock at an average selling price of \$6.97 per share. On April 15, 2010, the Company received a \$5.0 million advance pursuant to the SEPA Agreement. Such advance was settled in April and May 2010 by the sale of 667,000 shares of the Company's common stock at an average selling price of \$7.52 per share.

On February 5, 2010, the Company concluded a public offering of 7,500,000 shares of its common stock at \$6.60 per share, and realized net proceeds, after offering expenses, of approximately \$47.0 million. On March 3, 2010, the underwriters exercised their over-allotment option to the extent of 698,000 shares, and the Company realized additional net proceeds of \$4.3 million. In connection with the offering, RioCan purchased 1,350,000 shares of the Company's common stock and the Company realized additional net proceeds of \$8.9 million.

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On February 5, 2010, the Company filed a registration statement with the Securities and Exchange Commission for up to 5,000,000 shares of the Company's common stock under the Company's Dividend Reinvestment and Direct Stock Purchase Plan ("DRIP"). The DRIP offers a convenient method for shareholders to invest cash dividends and/or make optional cash payments to purchase shares of the Company's common stock at 98% of their market value. Through September 30, 2010, the Company issued approximately 927,000 shares of its common stock at an average price of \$5.65 per share and realized proceeds after expenses of approximately \$5.1 million. On October 6, 2010, the Company issued an additional approximate 178,000 shares of its common stock at \$6.01 per share and realized net proceeds of approximately \$1.1 million.

In connection with a litigation settlement in April 2010 in the Company's favor, the Company received a cash payment of \$750,000. In addition, the defendants acquired 94,000 shares of the Company's common stock at an average price of \$8.01 per share from which the Company realized net proceeds of an additional \$750,000.

On August 25, 2010, the Company concluded a public offering of 2,850,000 shares of its 8-7/8% Series A Cumulative Redeemable preferred stock at \$24.50 per share, and realized net proceeds, after offering expenses, of approximately \$67.3 million. In connection with the sale, the Company's investment advisor received an underwriter's discount of approximately \$2.4 million.

During 2001, pursuant to the 1998 Stock Option Plan (the "Option Plan"), the Company granted to the then directors options to purchase an aggregate of approximately 13,000 shares of common stock at \$10.50 per share, the market value of the Company's common stock on the date of the grant. The options are fully exercisable and expire in July 2011. In connection with the adoption of the Incentive Plan, the Company agreed that it would not grant any more options under the Option Plan.

In connection with an acquisition of a shopping center in 2002, the Operating Partnership issued warrants to purchase approximately 83,000 OP Units to a then minority interest partner in the property. Such warrants have an exercise price of \$13.50 per unit, subject to certain anti-dilution adjustments, are fully vested, and expire in May 2012.

**Note 6. Subsequent Events**

In determining subsequent events, management reviewed all activity from October 1, 2010 through the date of filing this Quarterly Report on Form 10-Q.

On October 13, 2010, the Cedar/RioCan joint venture acquired the Cross Keys Place shopping center located in Sewell, New Jersey, an approximately 148,000 square foot shopping

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which was completed in 2007. The purchase price for the property, which was unencumbered, was approximately \$26.3 million.

On October 19, 2010, the Company acquired a 230,000 square foot single-tenant office property on a 15 acre parcel of land adjacent to the Company's 76.3%-owned joint venture property in Philadelphia, Pennsylvania (with the same tenant). The closing required cash (principally the funding of lender escrows, but excluding other closing costs and adjustments) of approximately \$2.5 million and the assumption of a \$13.0 million first mortgage loan, bearing interest at 6.5% per annum and maturing in 2012.

On October 21, 2010, the Cedar/RioCan joint venture acquired a five shopping center portfolio for approximately \$91.0 million. The five centers, Gettysburg Marketplace, located in Gettysburg, Pennsylvania, York Marketplace, located in York, Pennsylvania, Northland Center, located in State College, Pennsylvania, Marlboro Crossroads, located in Upper Marlboro, Maryland and Towne Crossings, located in Midlothian, Virginia, comprise approximately 678,000 square feet of primarily supermarket and big box anchored shopping centers. The joint venture anticipates arranging fixed-rate financing of approximately \$50.6 million on this portfolio subsequent to the closing.

On October 21, 2010, the Company's Board of Directors declared a dividend of \$0.09 per share with respect to its common stock as well as an equal distribution per unit on its outstanding OP Units. At the same time, the Board declared a dividend of \$0.5546875 per share with respect to the Company's 8-7/8% Series A Cumulative Redeemable Preferred Stock. The distributions are payable on November 22, 2010 to shareholders of record on November 12, 2010.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the Company's consolidated financial statements and related notes thereto included elsewhere in this report.

### Executive Summary

The Company is a fully-integrated real estate investment trust which focuses primarily on ownership, operation, development and redevelopment of supermarket-anchored shopping centers predominantly in coastal mid-Atlantic and New England states. At September 30, 2010, the Company owned and managed (both wholly-owned and in joint venture) a portfolio of 125 operating properties totaling approximately 14.5 million square feet of gross leasable area ("GLA"), including 93 wholly-owned properties comprising approximately 9.4 million square feet, 13 properties owned in joint venture (consolidated) comprising approximately 1.7 million square feet, 15 properties partially-owned in a managed unconsolidated joint venture comprising approximately 2.7 million square feet, and four ground-up development properties comprising approximately 0.7 million square feet. Excluding the four ground-up development properties, the 121 property portfolio was approximately 90.8% leased at September 30, 2010. The Company also owned approximately 194 acres of land parcels, a portion of which is under development. In addition, the Company has a 76.3% interest in another unconsolidated joint venture, which it does not manage, which owns a single-tenant office property in Philadelphia, Pennsylvania.

The Company, organized as a Maryland corporation, has established an umbrella partnership structure through the contribution of substantially all of its assets to the Operating Partnership, organized as a limited partnership under the laws of Delaware. The Company conducts substantially all of its business through the Operating Partnership. At September 30, 2010, the Company owned 97.7% of the Operating Partnership and is its sole general partner. OP Units are economically equivalent to the Company's common stock and are convertible into the Company's common stock at the option of the holders on a one-to-one basis.

The Company has historically sought opportunities to acquire properties suited for development and/or redevelopment where it can utilize its experience in shopping center construction, renovation, expansion, re-leasing and re-merchandising to achieve long-term cash flow growth and favorable investment returns. In connection with the Cedar/RioCan joint venture, the Company will continue to seek to acquire primarily supermarket-anchored stabilized properties in its primary market areas.

The Company derives substantially all of its revenues from rents and operating expense reimbursements received pursuant to long-term leases. The Company's operating results therefore depend on the ability of its tenants to make the payments required by the terms of their leases. The Company focuses its investment activities on supermarket-anchored community shopping centers. The Company believes that, because of the need of consumers to purchase food and other staple goods and services generally available at such centers, its type of "necessities"-based properties should provide relatively stable revenue flows even during difficult economic times. In April 2009, the Company's Board of Directors suspended the

dividend for the balance of the year. This decision was in response to the then-current state of the economy, the difficult retail environment, the constrained capital markets and the need to renew the Company's secured revolving stabilized property credit facility. In December 2009, following a review of the state of the economy and the Company's financial position, the Company's Board of Directors determined to resume payment of a cash dividend in the amount of \$0.09 per share (\$0.36 per share on an annualized basis) on the Company's common stock.

### **Summary of Critical Accounting Policies**

The preparation of the consolidated financial statements in conformity with GAAP requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. On an ongoing basis, management evaluates its estimates, including those related to revenue recognition and the allowance for doubtful accounts receivable, real estate investments and purchase accounting allocations related thereto, asset impairment, and derivatives used to hedge interest-rate risks. Management's estimates are based both on information that is currently available and on various other assumptions management believes to be reasonable under the circumstances. Actual results could differ from those estimates and those estimates could be different under varying assumptions or conditions.

The Company has identified the following critical accounting policies, the application of which requires significant judgments and estimates:

#### ***Revenue Recognition***

Rental income with scheduled rent increases is recognized using the straight-line method over the respective non-cancelable terms of the leases. The aggregate excess of rental revenue recognized on a straight-line basis over base rents under applicable lease provisions is included in straight-line rents receivable on the consolidated balance sheet. Leases also generally contain provisions under which the tenants reimburse the Company for a portion of property operating expenses and real estate taxes incurred generally attributable to their respective allocable portions of the total GLA; under certain leases, such reimbursements are "capped", i.e., limited to a specified dollar or percentage amount. Such income is recognized in the periods earned. In addition, a limited number of operating leases contain contingent rent provisions under which tenants are required to pay, as additional rent, a percentage of their sales in excess of a specified amount. The Company defers recognition of contingent rental income until such specified sales targets are met.

The Company must make estimates as to the collectibility of its accounts receivable related to base rent, straight-line rent, expense reimbursements and other revenues. Management analyzes accounts receivable by considering tenant creditworthiness, current economic conditions, and changes in tenants' payment patterns when evaluating the adequacy of the allowance for doubtful accounts receivable. These estimates have a direct impact on net income, because a higher bad debt allowance would result in lower net income, whereas a lower bad debt allowance would result in higher net income.



### ***Real Estate Investments***

Real estate investments are carried at cost less accumulated depreciation. The provision for depreciation is calculated using the straight-line method based on estimated useful lives. Expenditures for maintenance, repairs and betterments that do not materially prolong the normal useful life of an asset are charged to operations as incurred. Expenditures for betterments that substantially extend the useful lives of real estate assets are capitalized. Real estate investments include costs of development and redevelopment activities, and construction in progress. Capitalized costs, including interest and other carrying costs during the construction and/or renovation periods, are included in the cost of the related asset and charged to operations through depreciation over the asset's estimated useful life. The Company is required to make subjective estimates as to the useful lives of its real estate assets for purposes of determining the amount of depreciation to reflect on an annual basis. These assessments have a direct impact on net income. A shorter estimate of the useful life of an asset would have the effect of increasing depreciation expense and lowering net income, whereas a longer estimate of the useful life of an asset would have the effect of reducing depreciation expense and increasing net income.

A variety of costs are incurred in the acquisition, development and leasing of a property, such as pre-construction costs essential to the development of the property, development costs, construction costs, interest costs, real estate taxes, salaries and related costs, and other costs incurred during the period of development. After a determination is made to capitalize a cost, it is allocated to the specific component of a project that is benefited. The Company ceases capitalization on the portions substantially completed and occupied, or held available for occupancy, and capitalizes only those costs associated with the portions under construction. The Company considers a construction project as substantially completed and held available for occupancy upon the completion of tenant improvements, but not later than one year from cessation of major development activity. Determination of when a development project is substantially complete and capitalization must cease involves a degree of judgment. The effect of a longer capitalization period would be to increase capitalized costs and would result in higher net income, whereas the effect of a shorter capitalization period would be to reduce capitalized costs and would result in lower net income.

The Company allocates the fair value of real estate acquired to land, buildings and improvements. In addition, the fair value of in-place leases is allocated to intangible lease assets and liabilities.

The fair value of the tangible assets of an acquired property is determined by valuing the property as if it were vacant, which value is then allocated to land, buildings and improvements based on management's determination of the relative fair values of these assets. In valuing an acquired property's intangibles, factors considered by management include an estimate of carrying costs during the expected lease-up periods, such as real estate taxes, insurance, other operating expenses, and estimates of lost rental revenue during the expected lease-up periods based on its evaluation of current market demand. Management also estimates costs to execute similar leases, including leasing commissions, tenant improvements, legal and other related costs.

The values of acquired above-market and below-market leases are recorded based on the present values (using discount rates which reflect the risks associated with the leases acquired) of the differences between the contractual amounts to be received and management's estimate of market lease rates, measured over the terms of the respective leases that management deemed appropriate at the time of the acquisitions. Such valuations include a consideration of the non-cancellable terms of the respective leases as well as any applicable renewal period(s). The fair values associated with below-market rental renewal options are determined based on the Company's experience and the relevant facts and circumstances that existed at the time of the acquisitions. The values of above-market leases are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of below-market leases associated with the original non-cancelable lease terms are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of the leases associated with below-market renewal options that are likely of exercise are amortized to rental income over the respective renewal periods. The value of other intangible assets (including leasing commissions, tenant improvements, etc.) is amortized to expense over the applicable terms of the respective leases. If a lease were to be terminated prior to its stated expiration or not renewed, all unamortized amounts relating to that lease would be recognized in operations at that time.

Management is required to make subjective assessments in connection with its valuation of real estate acquisitions. These assessments have a direct impact on net income, because (i) above-market and below-market lease intangibles are amortized to rental income, and (ii) the value of other intangibles is amortized to expense. Accordingly, higher allocations to below-market lease liability and other intangibles would result in higher rental income and amortization expense, whereas lower allocations to below-market lease liability and other intangibles would result in lower rental income and amortization expense.

Management reviews each real estate investment for impairment whenever events or circumstances indicate that the carrying value of a real estate investment may not be recoverable. The review of recoverability is based on an estimate of the future cash flows that are expected to result from the real estate investment's use and eventual disposition. These estimates of cash flows consider factors such as expected future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If an impairment event exists due to the projected inability to recover the carrying value of a real estate investment, an impairment loss is recorded to the extent that the carrying value exceeds estimated fair value. A real estate investment held for sale is carried at the lower of its carrying amount or estimated fair value, less the cost of a potential sale. Depreciation and amortization are suspended during the period the property is held for sale. Management is required to make subjective assessments as to whether there are impairments in the value of its real estate properties. These assessments have a direct impact on net income, because an impairment loss is recognized in the period that the assessment is made.

#### ***Stock-Based Compensation***

The Company's 2004 Stock Incentive Plan (the "Incentive Plan") establishes the procedures for the granting of incentive stock options, stock appreciation rights, restricted shares,

performance units and performance shares. The maximum number of shares of the Company's common stock that may be issued pursuant to the Incentive Plan, as amended, is 2,750,000, and the maximum number of shares that may be granted to a participant in any calendar year is 250,000. Substantially all grants issued pursuant to the Incentive Plan are "restricted stock grants" which specify vesting (i) upon the third anniversary of the date of grant for time-based grants, or (ii) upon the completion of a designated period of performance for performance-based grants and satisfaction of the performance criteria. The shares granted in March 2010 in connection with the Company's performance-based target bonus compensation arrangements for 2009 will vest one year from the date of grant. Time-based grants are valued according to the market price for the Company's common stock at the date of grant. For performance-based grants, the Company engages an independent appraisal company to determine the value of the shares at the date of grant, taking into account the underlying contingency risks associated with the performance criteria. These value estimates have a direct impact on net income, because higher valuations would result in lower net income, whereas lower valuations would result in higher net income. The value of such grants is being amortized on a straight-line basis over the respective vesting periods, as adjusted for fluctuations in the market value of the Company's common stock.

### **Results of Operations**

Differences in results of operations between 2010 and 2009 were primarily the result of the impact of the Cedar/RioCan joint venture transactions, the Company's property acquisition/disposition program, and continuing development/redevelopment activities. During the period January 1, 2009 through September 30, 2010, the Company acquired two shopping centers aggregating approximately 522,000 square feet of GLA for a total cost of approximately \$72.5 million. In addition, the Company placed into service four ground-up developments having an aggregate cost of approximately \$151.4 million. The Company sold or treated as "held for sale" 11 drug store/convenience/supermarket anchored centers aggregating approximately 416,000 square feet of GLA for an aggregate sales price of approximately \$33.2 million. The Company has transferred seven properties to the Cedar/RioCan joint venture, aggregating approximately 1,167,000 square feet of GLA. In connection with such transfer, the Company realized approximately \$64 million in net proceeds. Net (loss) income attributable to common shareholders was (\$6.8) million and \$1.4 million for three months ended September 30, 2010 and 2009, respectively, and (\$14.5) million and \$5.0 million for the nine months ended September 30, 2010 and 2009, respectively.

**Comparison of the three months ended September 30, 2010 to 2009**

	2010	2009	(Decrease) increase	Percent change	Other	Properties held in both periods
Total revenues	\$40,378,000	\$44,712,000	\$(4,334,000)	-10%	\$(1,490,000)	(2,844,000)
Property operating expenses	13,135,000	13,402,000	(267,000)	-2%	(341,000)	74,000
Depreciation and amortization	11,854,000	12,473,000	(619,000)	-5%	(390,000)	(229,000)
General and administrative	2,421,000	2,521,000	(100,000)	-4%	n/a	n/a
Impairments	155,000	—	155,000	n/a	n/a	n/a
Terminated projects and acquisition transaction costs	2,043,000	—	2,043,000	n/a	n/a	n/a
Non-operating income and expense, net (i)	15,329,000	12,166,000	3,163,000	26%	n/a	n/a
Discontinued operations:						
Income from discontinued operations	102,000	163,000	(61,000)	n/a	n/a	n/a
Impairment charges	(34,000)	(552,000)	518,000	n/a	n/a	n/a

(i) Non-operating income and expense consists principally of interest expense (including amortization and write-off of deferred financing costs) and equity in income of unconsolidated joint ventures, and gain on sale of a land parcel.

**Properties held in both periods.** The Company held 101 properties throughout the three months ended September 30, 2010 and 2009.

**Total revenues** decreased primarily as a result of (i) a decrease in base rents (\$0.6 million), (ii) a decrease in non-cash amortization of intangible lease liabilities primarily as a result of the completion of scheduled amortization at certain properties (\$1.7 million) (which also resulted in a decrease in depreciation and amortization expense), (iii) a decrease in tenant recovery income (\$0.1 million), (iv) a decrease in percentage rent (\$0.1 million), and (v) a decrease in straight-line rents (\$0.4 million). In connection with the worsening economic climate beginning in the latter part of 2008 and continuing throughout the respective periods, the Company received a number of requests from tenants for rent relief. While the Company did in fact grant such relief in selected limited circumstances, the aggregate amount of such relief granted had a limited impact on results of operations. However, there can be no assurance that the amount of such relief will not become more significant in future periods.

**Property operating expenses** increased primarily as a result of (i) an increase in non-billable operating expenses (\$0.1 million), (ii) an increase in landscaping (\$25,000), (iii) an increase in real estate taxes (\$25,000), (iv) an increase in utilities (\$24,000), (v) an increase in management fees (\$22,000), (vi) an increase in other operating expenses (\$28,000), which is partially off-set by (vii) a decrease in bad debt expense (\$171,000).

**General and administrative expenses** decreased primarily as the result of a decrease in mark-to-market adjustments relating to stock-based compensation.

**Impairments** reflect additional impairment charges related principally to the properties transferred to the Cedar/RioCan joint venture.

**Terminated projects and acquisition transaction costs** for the three months ended September 30, 2010 principally includes an acquisition fee that was payable to the Company's investment advisor related to the Cedar/RioCan joint venture (\$2.0 million).

**Non-operating income and expense, net**, increased primarily as a result of (i) higher amortization of deferred financing costs (\$3.4 million) resulting from (a) extending the secured revolving stabilized property credit facility, originally in January 2009 and again in November 2009, and (b) the Company's reduction in September 2010 of its aggregate commitments under its secured revolving stabilized property credit facility, resulting in an accelerated write-off of deferred financing costs of approximately \$2.6 million, (ii) a decrease in development activity reducing the amount of interest expense capitalized to development projects (\$0.9 million), (iii) a decrease in equity in income of unconsolidated joint ventures (\$0.5 million), (iv) higher loan interest expense principally related to an increase in the interest rate for the secured revolving stabilized property credit facility, which was partially offset by a reduction in the outstanding balance of the secured revolving stabilized credit facility (\$28,000), partially offset by (v) a decrease in mortgage interest expense (\$1.4 million) principally related to the transfer of properties to the Cedar/RioCan joint venture.

**Discontinued operations** for 2010 and 2009 include the results of operations and impairment charges (\$34,000) and (\$0.6 million), respectively, for 11 of the Company's drug store/convenience/supermarket anchored centers which it sold or treated as "held for sale", located in Ohio, New York and Maryland.

**Other** includes principally (a) the results of properties acquired after January 1, 2009, (b) the results of properties transferred to the Cedar/Rio joint venture through the respective dates of transfer, (c) acquisition, financing and property management fees earned by the Company, (d) results of ground-up development and re-development properties recently placed into service and (e) unallocated property and construction management compensation and benefits (including stock-based compensation), summarized as follows:

<b>Revenues:</b>	
RioCan joint venture properties	\$ (4,360,000)
Fees earned by the Company	1,506,000
Development and redevelopment properties	<u>1,364,000</u>
	<u>\$ (1,490,000)</u>

<b>Property operating expenses:</b>	
RioCan joint venture properties	\$ (935,000)
Unallocated compensation benefits	(6,000)
Development and redevelopment properties	<u>600,000</u>
	<u>\$ (341,000)</u>

**Depreciation and amortization expense:**

RioCan joint venture properties	\$ (1,282,000)
Development and redevelopment properties	892,000
	<u>\$ (390,000)</u>

**Comparison of the nine months ended September 30, 2010 to 2009**

	<u>2010</u>	<u>2009</u>	<u>Increase (decrease)</u>	<u>Percent change</u>	<u>Other</u>	<u>Properties held in both years</u>
Total revenues	\$125,625,000	\$133,736,000	\$(8,111,000)	-6%	\$(1,826,000)	(6,285,000)
Property operating expenses	42,136,000	40,413,000	1,723,000	4%	1,426,000	297,000
Depreciation and amortization	35,485,000	36,925,000	(1,440,000)	-4%	(266,000)	(1,174,000)
General and administrative	6,738,000	6,813,000	(75,000)	-1%	n/a	n/a
Impairments	2,272,000	—	2,272,000	n/a	n/a	n/a
Terminated projects and acquisition transaction costs	3,365,000	3,948,000	(583,000)	n/a	n/a	n/a
Non-operating income and expense, net (i)	41,032,000	34,438,000	6,594,000	19%	n/a	n/a
Discontinued operations:						
Income from discontinued operations	311,000	643,000	(332,000)	n/a	n/a	n/a
Impairment charges	(3,276,000)	(722,000)	(2,554,000)	n/a	n/a	n/a
Gain on sale of discontinued operations	170,000	277,000	(107,000)	n/a	n/a	n/a

(i) Non-operating income and expense consists principally of interest expense (including amortization and write-off of deferred financing costs) and equity in income of unconsolidated joint ventures, and gain on sale of a land parcel.

**Properties held in both periods.** The Company held 99 properties throughout the nine months ended September 30, 2010 and 2009.

**Total revenues** decreased primarily as a result of (i) a decrease in non-cash amortization of intangible lease liabilities primarily as a result of the completion of scheduled amortization at certain properties (\$3.0 million) (which also resulted in a decrease in depreciation and amortization expense), (ii) a decrease in base rents (\$1.9 million), (iii) a decrease in tenant recovery income (\$0.7 million), (iv) a decrease in other income predominately related to insurance proceeds received during the second quarter of 2009 (\$0.1 million), (v) a decrease in non-cash straight-line rents primarily as a result of early lease terminations (\$0.5 million) and (vi) a decrease in percentage rent (\$0.2 million). In connection with the worsening economic climate beginning in the latter part of 2008 and continuing throughout the respective periods, the Company received a number of requests from tenants for rent relief. While the Company did in fact grant such relief in selected limited circumstances, the aggregate amount of such relief granted had a limited impact on results of operations.

**Property operating expenses** increased primarily as a result of (i) an increase in snow removal costs (\$0.6 million), (ii) an increase in utilities (\$0.1 million), (iii) an increase in repairs

and maintenance (\$0.1 million) and (iv) an increase in non-billable operating expenses (\$0.2 million), partially offset by (v) a decrease in insurance expense (\$0.3 million), (vi) a decrease in bad debt expense (\$0.3 million) and (vii) a decrease in other operating expenses (\$0.1 million).

**General and administrative expenses** decreased primarily as the result of proceeds from the settlement of a lawsuit in the Company's favor (\$0.8 million), offset by an increase in mark-to-market adjustments relating to stock-based compensation.

**Impairments** reflect an additional impairment charge related principally to completion of work at the Blue Mountain Commons property transferred to the Cedar/RioCan joint venture in December 2009.

**Terminated projects and acquisition transaction costs** for the nine months ended September 30, 2010 include: (i) a write-off of approximately \$1.3 million of costs incurred in prior years for a potential development project in Williamsport, Pennsylvania that the Company determined would not go forward and (ii) an acquisition fee payable to the Company's investment advisor related to the Cedar/RioCan joint venture of approximately \$2.2 million. During the nine months ended September 30, 2009, the Company wrote off costs incurred related to the acquisitions of San Souci Plaza and New London Mall (net of minority interest share) and the costs primarily associated with a cancelled acquisition (an aggregate of approximately \$1.5 million) and \$2.4 million of costs incurred in prior years for a potential development project in New Milford, Delaware that the Company determined would not go forward.

**Non-operating income and expense, net**, increased primarily as a result of (i) higher amortization of deferred financing costs (\$4.4 million) resulting from (a) extending the secured revolving stabilized property credit facility, originally in January 2009 and again in November 2009, and (b) the Company's reduction in September 2010 of its aggregate commitments under its secured revolving stabilized property credit facility, resulting in an accelerated write-off of deferred financing costs of approximately \$2.6 million, (ii) higher loan interest expense principally related to an increase in the interest rate for the secured revolving stabilized property credit facility and increase in borrowings under the secured revolving development property credit facility, which was partially offset by a reduction in the outstanding balance of the secured revolving stabilized property credit facility (\$1.6 million), (iii) a decrease in the development activity reducing the amount of interest expense capitalized to the development projects (\$2.2 million), (iv) a decrease in the gain on sale of land parcel (\$0.2 million), (v) a decrease in equity in income of unconsolidated joint venture (\$0.3 million) partially offset by (vi) a decrease in mortgage interest expense (\$1.9 million) principally related to the transfer of properties to the Cedar/RioCan joint venture.

**Discontinued operations** for 2010 and 2009 include the results of operations and, where applicable, gain on sales (\$0.2 million) and (\$0.3 million), respectively, and impairment charges (\$3.3 million) and (\$0.7 million), respectively, for 11 of the Company's drug store/convenience/supermarket anchored centers which it sold, located in Ohio, New York and Maryland.

**Other** includes principally (a) the results of properties acquired after January 1, 2009, (b) the results of properties transferred to the Cedar/Rio joint venture through the respective dates of transfer, (c) acquisition, financing and property management fees earned by the Company, (d) results of ground-up development and re-development properties recently placed into service and (e) unallocated property and construction management compensation and benefits (including stock-based compensation), summarized as follows:

**Revenues:**

RioCan joint venture properties	\$ (10,290,000)
Fees earned by the Company and other revenues	2,156,000
Property acquisitions	788,000
Development and redevelopment properties	5,520,000
	<u>\$ (1,826,000)</u>

**Property operating expenses:**

RioCan joint venture properties	\$ (2,513,000)
Unallocated compensation benefits	1,043,000
Property acquisitions	353,000
Development and redevelopment properties	2,543,000
	<u>\$ 1,426,000</u>

**Depreciation and amortization expense:**

RioCan joint venture properties	\$ (3,901,000)
Property acquisitions	1,515,000
Development and redevelopment properties	2,120,000
	<u>\$ (266,000)</u>

**Liquidity and Capital Resources**

The Company funds operating expenses and other liquidity requirements, including debt service, tenant improvements, leasing commissions, preferred and common dividend distributions, if made, and distributions to minority interest partners, primarily from operations. The Company has also used its secured revolving stabilized property credit facility for these purposes. The Company expects to fund liquidity needs for property acquisitions, joint venture requirements, development and/or redevelopment costs, capital improvements, and maturing debt initially with its credit facilities and construction financing, and ultimately through a combination of issuing and/or assuming additional mortgage debt, the sale of equity securities, the issuance of additional OP Units, and the sale of properties or interests therein (including joint venture arrangements).



Throughout most of 2009 and continuing into 2010, there had been a fundamental contraction of U.S. credit and capital markets, whereby banks and other credit providers tightened their lending standards and severely restricted the availability of credit. While these conditions have abated somewhat, there can be no assurance that the Company will have the availability of mortgage financing on unpledged properties and/or completed development projects, additional construction financing, net proceeds from the contribution of properties to joint ventures, the ability to sell or otherwise dispose properties on favorable terms, or proceeds from the refinancing of existing debt.

In April 2009, the Company's Board of Directors determined to suspend payment of cash dividends with respect to its common stock and OP Units for the balance of 2009. This decision was in response to the state of the economy, the difficult retail environment, the constrained capital markets and the need to renew the Company's secured revolving stabilized property credit facility. In December 2009, following a review of the state of the economy and the Company's financial position, the Company's Board of Directors determined to resume payment of a cash dividend in the amount \$0.09 per share (\$0.36 per share on an annualized basis) on the Company's common stock.

In November 2009, the Company closed an amended and restated secured revolving stabilized property credit facility with Bank of America, N.A. as agent, together with three other lead lenders and other participating banks. On September 13, 2010, the Company elected to reduce the total commitments under the facility from \$285.0 million to \$185.0 million and anticipates saving \$0.5 million per annum related to the unused fees payable under the facility and \$1.2 million of reduced amortization of deferred financing costs annually through the expected maturity of the facility. The facility is expandable to \$400 million, subject principally to acceptable collateral and the availability of additional lender commitments and will expire on January 31, 2012, subject to a one-year extension option. The principal terms of the facility include (i) an availability based primarily on appraisals, with a 67.5% advance rate, (ii) an interest rate based on LIBOR plus 350 bps, with a 200 bps LIBOR floor, (iii) a leverage ratio limited to 67.5% and (iv) an unused portion fee of 50 bps.

Borrowings outstanding under the facility aggregated \$23.5 million at September 30, 2010, bore interest at a rate of 5.5% per annum, and were secured by a pledge of 32 of the Company's shopping center properties as collateral for such borrowings.

The secured revolving stabilized property credit facility has been, and will be, used to fund acquisitions, certain development and redevelopment activities, capital expenditures, mortgage repayments, dividend distributions, working capital and other general corporate purposes. The facility is subject to customary financial covenants, including limits on leverage and distributions (limited to 95% of funds from operations, as defined), and other financial statement ratios. Based on covenant measurements and collateral in place as of September 30, 2010, the Company was permitted to draw up to approximately \$163.5 million, of which approximately \$140.0 million remained available as of that date. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the secured revolving stabilized property credit facility. On October 26, 2010, the

Company placed a first mortgage on a property that had previously collateralized the secured revolving stabilized property credit facility. Reflecting this transaction, the amount the Company is permitted to draw under the facility was adjusted from \$163.5 million to \$154.1 million.

The Company has a \$150 million secured revolving development property credit facility with KeyBank, National Association (as agent) and several other banks, pursuant to which the Company has pledged certain of its development projects and redevelopment properties as collateral for borrowings thereunder. The facility, as amended, is expandable to \$250 million, subject principally to acceptable collateral and the availability of additional lender commitments, and will expire in June 2011, subject to a one-year extension option. Borrowings under the facility bear interest at the Company's option at either LIBOR or the agent bank's prime rate, plus a spread of 225 bps or 75 bps, respectively. Advances under the facility are calculated at the least of 70% of aggregate project costs, 70% of "as stabilized" appraised values, or costs incurred in excess of a 30% equity requirement on the part of the Company. The facility also requires an unused portion fee of 15 bps. This facility has been, and will be, used to fund in part the Company's and certain joint ventures' development activities. In order to draw funds under this facility, the Company must meet certain pre-leasing and other conditions. Borrowings outstanding under the facility aggregated \$102.9 million at September 30, 2010; such borrowings bore interest at an average rate of 2.5% per annum. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the secured revolving development property credit facility.

The Company has a \$70.7 million construction facility (as amended on November 3, 2010) with Manufacturers and Traders Trust Company (as agent) and several other banks, pursuant to which the Company pledged its joint venture development project in Pottsgrove, Pennsylvania as collateral for borrowings made thereunder. The facility is guaranteed by the Company and will expire in September 2011, subject to a one-year extension option. Borrowings under the facility bear interest at the Company's option at either LIBOR plus a spread of 225 bps (amended on November 3, 2010 to 325 bps), or the agent bank's prime rate. Borrowings outstanding under the facility aggregated \$62.6 million at September 30, 2010, and such borrowings bore interest at an average rate of 2.5% per annum. As of September 30, 2010, the Company was in compliance with the financial covenants and financial statement ratios required by the terms of the construction facility.

Property-specific mortgage loans payable at September 30, 2010 consisted of fixed-rate notes totaling \$602.6 million, with a weighted average interest rate of 5.8%, and variable-rate debt totaling \$83.6 million, with a weighted average interest rate of 3.4%. Total mortgage loans payable and secured revolving credit facilities have an overall weighted average interest rate of 5.1% and mature at various dates through 2029. For the remainder of 2010, the Company has approximately \$2.0 million of scheduled mortgage repayments and no scheduled balloon payments.

The terms of several of the Company's mortgage loans payable require the Company to deposit certain replacement and other reserves with its lenders. Such "restricted cash" is generally available only for property-level requirements for which the reserves have been established, and is not available to fund other property-level or Company-level obligations.

The Company and RioCan have entered into an 80% (RioCan) and 20% (Cedar) joint venture (i) initially for the purchase of seven supermarket-anchored properties previously owned by the Company, and (ii) then to acquire additional primarily supermarket-anchored properties in the Company's primary market areas, in the same joint venture format. The Company transferred the initial seven properties into the joint venture at various times from December 2009 through May 2010 generating approximately \$63.6 million of net proceeds and the transfer of approximately \$95 million of fixed-rate mortgages. In addition, in April 2010, RioCan exercised its warrant to purchase 1,428,570 shares of the Company's common stock, and the Company received proceeds of \$10.0 million. Net proceeds from the property transfers and the exercise of the warrants were used to repay/reduce the outstanding balances under the Company's secured revolving credit facilities.

During 2010, the joint venture has made the following additional acquisitions of properties and placement of debt:

- On January 26, 2010, the Cedar/RioCan joint venture acquired the Town Square Plaza shopping center located in Temple, Pennsylvania, an approximately 128,000 square foot supermarket-anchored shopping center which was completed in 2008. The purchase price for the property, which was unencumbered, was approximately \$19.0 million.
- On July 2, 2010, the Company placed approximately \$33.0 million of mortgage financing, which bears interest at 5.0% per annum, on three previously unencumbered Cedar/RioCan joint venture properties.
- On August 3, 2010, the Cedar/RioCan joint venture acquired the Exeter Commons shopping center located in Exeter Township, Pennsylvania, an approximately 361,000 square foot supermarket-anchored shopping center which was completed in 2009. The purchase price for the property was approximately \$53.0 million. At the closing the joint venture placed an approximate \$30.0 million first mortgage, which bears interest at 5.30% per annum, on the property.
- On September 29, 2010, the Cedar/RioCan joint venture acquired the Montville Commons shopping center located in Uncasville, Connecticut, an approximate 118,000 square foot shopping which was completed in 2005. The purchase price for the property, which was unencumbered, was approximately \$18.9 million.
- On September 29, 2010, the Cedar/RioCan joint venture acquired a five shopping center portfolio for approximately \$133.3 million. The five centers, Monroe Marketplace, located in Selinsgrove, Pennsylvania, Creekview Shopping Center, located in Warrington, Pennsylvania, Pitney Road Plaza, located in Lancaster, Pennsylvania, Sunrise Plaza, located in Forked River, New Jersey and New River Valley Center, located in Christiansburg, Virginia, comprise approximately 936,000 square feet of primarily supermarket and big box anchored shopping centers. At the closing the joint venture placed an approximate \$72.5 million first mortgage, which bears interest at 4.75% per annum, on the five properties.
- On October 13, 2010, the Cedar/RioCan joint venture acquired the Cross Keys Place shopping center located in Sewell, New Jersey, an approximately 148,000

square foot shopping which was completed in 2007. The purchase price for the property, which was unencumbered, was approximately \$26.3 million.

- On October 21, 2010, the Cedar/RioCan joint venture acquired a five shopping center portfolio for approximately \$91.0 million. The five centers, Gettysburg Marketplace, located in Gettysburg, Pennsylvania, York Marketplace, located in York, Pennsylvania, Northland Center, located in State College, Pennsylvania, Marlboro Crossroads, located in Upper Marlboro, Maryland and Towne Crossings, located in Midlothian, Virginia, comprise approximately 678,000 square feet of primarily supermarket and big box anchored shopping centers. The joint venture anticipates arranging fixed-rate financing of approximately \$50.6 million on this portfolio subsequent to the closing.

In connection with the Cedar/RioCan joint venture transactions, the Company earned from the joint venture an acquisition fee of approximately \$1.1 million and financing fees of approximately \$0.3 million. In addition, the Company incurred fees due its investment advisor of approximately \$2.2 million.

On February 5, 2010, the Company concluded a public offering of 7,500,000 shares of its common stock at \$6.60 per share, and realized net proceeds after offering expenses of approximately \$47.0 million. On March 3, 2010, the underwriters exercised their over-allotment option to the extent of 697,800 shares, and the Company realized additional net proceeds of \$4.3 million. In connection with the offering, RioCan acquired 1,350,000 shares of the Company's common stock, including 100,000 shares acquired in connection with the exercise of the over-allotment option, and the Company realized net proceeds of \$8.9 million.

On February 5, 2010, the Company filed a registration statement with the Securities and Exchange Commission that registered the offering of up to 5,000,000 shares of the Company's common stock under the Company's Dividend Reinvestment and Direct Stock Purchase Plan (the "DRIP"). The DRIP offers a convenient method for shareholders to invest cash dividends and/or make optional cash payments to purchase shares of the Company's common stock at 98% of their market value. Through September 30, 2010, the Company issued approximately 927,000 shares of its common stock at an average price of \$5.65 per share and realized proceeds after expenses of approximately \$5.1 million. On October 6, 2010, the Company issued an additional approximate 178,000 shares of its common stock at \$6.01 per share and realized net proceeds of approximately \$1.1 million.

The Company has a Standby Equity Purchase Agreement (the "SEPA Agreement") with an investment company for sales of its shares of common stock aggregating up to \$45 million over a two-year commitment period expiring in September 2011. Through December 31, 2009, 422,000 shares had been sold pursuant to the SEPA Agreement, at an average price of \$5.93 per share, and the Company realized net proceeds, after allocation of other issuance expenses, of approximately \$2.3 million. In January and February 2010, an additional 718,000 shares of the Company's common stock had been sold pursuant to the SEPA Agreement at an average selling price of \$6.97 per share, and the Company realized net proceeds of approximately \$5.0 million. In April and May 2010, an additional 667,000 shares of the Company's common stock had been

sold pursuant to the SEPA Agreement at an average selling price of \$7.52 per share, and the Company realized net proceeds of approximately \$5.0 million.

On August 25, 2010, the Company concluded a public offering of 2,850,000 shares of its 8-7/8% Series A Cumulative Redeemable preferred stock at \$24.90 per share, and realized net proceeds after offering expenses of approximately \$67.3 million. In connection with the sale, the Company's investment advisor received an underwriter's discount of approximately \$2.4 million.

The Company expects to have sufficient liquidity to effectively manage its business. Such liquidity sources include, among other things (i) cash on hand, (ii) operating cash flows, (iii) availability under its secured revolving credit facilities, (iv) property-specific financings, (v) sales of properties, (vi) proceeds from contributions of properties to joint ventures, and/or (vii) issuances of additional shares of preferred or common stock.

## **Net Cash Flows**

### ***Operating Activities***

Net cash flows provided by operating activities amounted to \$20.2 million and \$34.2 million during the nine months ended September 30, 2010 and 2009, respectively. The comparative changes in operating cash flows during the nine months ended September 30, 2010 and 2009, respectively, were primarily the result of the impact of the Cedar/RioCan joint venture transactions, the Company's property acquisition/disposition program, and continuing development/redevelopment activities.

### ***Investing Activities***

Net cash flows used in investing activities were \$5.5 million and \$83.8 million for the nine months ended September 30, 2010 and 2009, respectively, and were primarily the result of the Cedar/RioCan joint venture transactions and the Company's acquisition/disposition activities. During the nine months ended September 30, 2010, the Company made investments in the Cedar/RioCan joint venture (\$30.4 million) and incurred expenditures for property improvements (\$20.9 million), offset by proceeds from the transfers of five properties to the Cedar/RioCan joint venture (\$31.4 million net of a settlement receivable of \$0.9 million), distributions of capital from the Cedar/RioCan joint venture (\$7.7 million), the application/return of construction escrows (\$4.6 million), and the sales of properties treated as discontinued operations (\$2.1 million). During the nine months ended September 30, 2009, the Company acquired two shopping centers and incurred expenditures for property improvements (\$86.0 million), offset by the sales of properties treated as discontinued operations (\$3.5 million).

### ***Financing Activities***

Net cash flows used in financing activities were \$19.8 million for the nine months ended September 30, 2010; net cash flows provided by financing activities were \$50.9 million for the nine months ended September 30, 2009. During 2010, the Company had net repayments to its

revolving credit facilities (\$131.2 million), preferred and common stock distributions (\$22.4 million), repayment of mortgage obligations (\$18.6 million, including \$11.0 million of mortgage balloon payments), termination payments relating to interest rate swaps (\$5.5 million), redemptions of OP Units (\$2.8 million), distributions paid to noncontrolling interests (consolidated minority interest and limited partners — \$2.7 million), and the payment of debt financing costs (\$1.1 million), offset by the proceeds from sales of preferred and common stock (\$138.3 million), the proceeds of mortgage financings (\$16.3 million), and the proceeds from the exercise of the RioCan warrant (\$10.0 million). During the nine months ended September 30, 2009, the Company received net advance proceeds from its property-specific construction facility and re-financed and placed new first mortgages (\$51.6 million), net advance proceeds from its revolving credit facilities (\$18.9 million), and contributions from noncontrolling interests (consolidated minority interest partners — \$12.2 million), offset by repayment of mortgage obligations (\$15.8 million), preferred and common stock dividend distributions (\$10.9 million), the payment of financing costs (\$2.8 million), and distributions to noncontrolling interests (consolidated minority interest and limited partners — \$2.3 million).

### **Funds From Operations**

Funds From Operations (“FFO”) is a widely-recognized non-GAAP financial measure for REITs that the Company believes, when considered with financial statements determined in accordance with GAAP, is useful to investors in understanding financial performance and providing a relevant basis for comparison among REITs. In addition, FFO is useful to investors as it captures features particular to real estate performance by recognizing that real estate generally appreciates over time or maintains residual value to a much greater extent than do other depreciable assets. Investors should review FFO, along with GAAP net income, when trying to understand an equity REIT’s operating performance. The Company presents FFO because the Company considers it an important supplemental measure of its operating performance and believes that it is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs. Among other things, the Company uses FFO or an adjusted FFO-based measure (i) as a criterion to determine performance-based bonuses for members of senior management, (ii) in performance comparisons with other shopping center REITs, and (iii) to measure compliance with certain financial covenants under the terms of the Loan Agreements relating to the Company’s credit facilities.

The Company computes FFO in accordance with the “White Paper” on FFO published by the National Association of Real Estate Investment Trusts (“NAREIT”), which defines FFO as net income applicable to common shareholders (determined in accordance with GAAP), excluding gains or losses from debt restructurings and sales of properties, plus real estate-related depreciation and amortization, and after adjustments for partnerships and joint ventures (which are computed to reflect FFO on the same basis).

FFO does not represent cash generated from operating activities and should not be considered as an alternative to net income applicable to common shareholders or to cash flow from operating activities. FFO is not indicative of cash available to fund ongoing cash needs, including the ability to make cash distributions. Although FFO is a measure used for comparability in assessing the performance of REITs, as the NAREIT White Paper only provides

guidelines for computing FFO, the computation of FFO may vary from one company to another. The following table sets forth the Company's calculations of FFO for the three and nine months ended September 30, 2010 and 2009:

	Three months ended September 30,		Nine months ended September 30,	
	2010	2009	2010	2009
Net (loss) income attributable to common shareholders	\$ (6,780,000)	\$ 1,396,000	\$ (14,521,000)	\$ 4,979,000
Add (deduct):				
Real estate depreciation and amortization	11,831,000	12,724,000	35,486,000	37,815,000
Noncontrolling interests:				
Limited partners' interest	(196,000)	64,000	(488,000)	224,000
Minority interests in consolidated joint ventures	(194,000)	332,000	194,000	287,000
Minority interests' share of FFO applicable to consolidated joint ventures	(1,340,000)	(1,661,000)	(4,717,000)	(4,131,000)
Equity in income of unconsolidated joint ventures	288,000	(260,000)	(547,000)	(802,000)
FFO from unconsolidated joint ventures	146,000	377,000	1,566,000	1,113,000
Gain on sale of discontinued operations	—	—	(170,000)	(277,000)
<b>Funds From Operations</b>	<b>\$ 3,755,000</b>	<b>\$ 12,972,000</b>	<b>\$ 16,803,000</b>	<b>\$ 39,208,000</b>
FFO per common share (assuming conversion of OP Units)				
Basic and diluted	\$ 0.06	\$ 0.28	\$ 0.26	\$ 0.83
Weighted average number of common shares (basic):				
Shares used in determination of basic earnings per share	65,835,000	45,066,000	62,999,000	45,003,000
Additional shares assuming conversion of OP Units	1,892,000	2,014,000	1,941,000	2,016,000
Shares used in determination of basic FFO per share	<u>67,727,000</u>	<u>47,080,000</u>	<u>64,940,000</u>	<u>47,019,000</u>
Weighted average number of common shares (dilutive):				
Shares used in determination of diluted earnings per share	65,835,000	45,066,000	63,025,000	45,003,000
Additional shares assuming conversion of OP Units	1,892,000	2,014,000	1,941,000	2,016,000
Shares used in determination of diluted FFO per share	<u>67,727,000</u>	<u>47,080,000</u>	<u>64,966,000</u>	<u>47,019,000</u>

#### Inflation

Low to moderate levels of inflation during the past several years have favorably impacted the Company's operations by stabilizing operating expenses. However, the Company's properties have tenants whose leases include expense reimbursements and other provisions to minimize the effect of inflation. At the same time, low inflation has had the indirect effect of reducing the Company's ability to increase tenant rents upon the signing of new leases and/or lease renewals.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

One of the principal market risks facing the Company is interest rate risk on its credit facilities. The Company may, when advantageous, hedge its interest rate risk using derivative financial instruments. The Company is not subject to foreign currency risk.

The Company is exposed to interest rate changes primarily through (i) the variable-rate credit facilities used to maintain liquidity, fund capital expenditures, development/redevelopment activities, and expand its real estate investment portfolio, (ii) property-specific variable-rate construction financing, and (iii) other property-specific variable-rate mortgages. The Company's objectives with respect to interest rate risk are to limit the impact of interest rate changes on operations and cash flows, and to lower its overall borrowing costs. To achieve these objectives, the Company occasionally may borrow at fixed rates and may enter into derivative financial instruments such as interest rate swaps, caps, etc., in order to mitigate its interest rate risk on a related variable-rate financial instrument. The Company does not enter into derivative or interest rate transactions for speculative purposes. Additionally, the Company has a policy of entering into derivative contracts only with major financial institutions. At September 30, 2010, the Company had approximately \$20.2 million of mortgage loans payable subject to interest rate swaps which converted LIBOR-based variable rates to fixed annual rates of 5.4% and 6.5% per annum. At that date, the Company had accrued liabilities of \$1.9 million (included in accounts payable and accrued expenses on the consolidated balance sheet) relating to the fair value of interest rate swaps applicable to these mortgage loans payable.

At September 30, 2010, long-term debt consisted of fixed-rate mortgage loans payable and variable-rate debt (principally the Company's variable-rate credit facilities). The average interest rate on the \$602.6 million of fixed-rate indebtedness outstanding was 5.8%, with maturities at various dates through 2029. The average interest rate on the \$210.0 million of variable-rate debt (including \$126.4 million in advances under the Company's revolving credit facilities) was 3.2%. The secured revolving stabilized property credit facility matures in January 2012, subject to a one-year extension option. The secured revolving development property credit facility matures in June 2011, subject to a one-year extension option. With respect to \$186.5 million of variable-rate debt outstanding at September 30, 2010, if interest rates either increase or decrease by 1%, the Company's interest cost would increase or decrease respectively by approximately \$1.9 million per annum. With respect to the remaining \$23.5 million of variable-rate debt outstanding at September 30, 2010, represented by the Company's secured revolving stabilized property credit facility, interest is based on LIBOR with a 200 bps LIBOR floor. Accordingly, if interest rates either increase or decrease by 1%, the Company's interest cost applicable on this line would increase by approximately \$0.2 million per annum only if LIBOR was in excess of 2.0% per annum.

### **Item 4. Controls and Procedures**

The Company maintains disclosure controls and procedures and internal controls designed to ensure that information required to be disclosed in its filings under the Securities Exchange Act of 1934 is reported within the time periods specified in the rules and regulations of the Securities and Exchange Commission ("SEC"). In this regard, the Company has formed a



Disclosure Committee currently comprised of several of the Company's executive officers as well as certain other employees with knowledge of information that may be considered in the SEC reporting process. The Committee has responsibility for the development and assessment of the financial and non-financial information to be included in the reports filed with the SEC, and assists the Company's Chief Executive Officer and Chief Financial Officer in connection with their certifications contained in the Company's SEC filings. The Committee meets regularly and reports to the Audit Committee on a quarterly or more frequent basis. The Company's principal executive and financial officers have evaluated its disclosure controls and procedures as of September 30, 2010, and have determined that such disclosure controls and procedures are effective.

During the nine months ended September 30, 2010, there have been no changes in the internal controls over financial reporting or in other factors that have materially affected, or are reasonably likely to materially affect, these internal controls over financial reporting.

## Part II Other Information

### Item 6. Exhibits

Exhibit 3.1	Articles Supplementary of Cedar Shopping Centers, Inc. dated as of August 18, 2010.
Exhibit 3.2	Amendment No. 4 to Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P. dated as of August 25, 2010.
Exhibit 10.1	Loan Agreement (the “Loan Agreement”) by and among Cedar Shopping Centers Partnership, L.P., Bank of America, N.A., KeyBank, National Association, Manufacturers and Traders Trust Company, Regions Bank, Citizens Bank of Pennsylvania, Raymond James Bank, FSB, Royal Bank of Canada, Bank of Montreal, and the other lending institutions which are or may become parties to the Loan Agreement (the “Lenders”) and Bank of America, N.A. (as Administrative Agent), dated as of November 10, 2009.
Exhibit 10.2	Loan Agreement between Cedar-Franklin Village LLC as Borrower and Eurohypo AG, New York Branch as Lender, dated as of November 1, 2004.
Exhibit 10.3	Mortgage and Security Agreement for Cedar-Franklin Village LLC as Borrower to Eurohypo AG, New York Branch as Lender, dated as of November 1, 2004.
Exhibit 10.4	Agreement Regarding Purchase of Partnership Interests By and Between Cedar Shopping Centers Partnership, L.P. and Homburg Holdings (U.S.) Inc. dated as of March 26, 2007.
Exhibit 10.5.a	Amended and Restated Loan Agreement (the “Loan Agreement”) by and among Cedar Shopping Centers Partnership, L.P., KeyBank, National Association, Manufacturers and Traders Trust Company, Citizens Bank of Pennsylvania, Raymond James Bank, FSB, Regions Bank, TD Bank, N.A., TriState Capital Bank and the other lending institutions which are or may become parties to the Loan Agreement (the “Lenders”) and KeyBank, National Association (as Administrative Agent), dated as of October 17, 2008.
Exhibit 10.5.b	First Amendment to Loan Agreement, dated as of April 9, 2010.
Exhibit 10.6.a	Securities Purchase Agreement dated as of October 26, 2009, by and among Cedar Shopping Centers, Inc., Cedar Shopping Centers Partnership L.P., RioCan Holdings USA Inc. and RioCan Real Estate Investment Trust.
Exhibit 10.6.b	Amendment to Securities Purchase Agreement dated February 5, 2010.
Exhibit 10.6.c	Amendment to Securities Purchase Agreement dated February 26, 2010.
Exhibit 10.7	Agreement regarding purchase of Partnership Interests dated October 26, 2009 between Cedar Shopping Centers, Inc. and RioCan Holdings USA Inc.
Exhibit 31	Section 302 Certifications
Exhibit 32	Section 906 Certifications

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CEDAR SHOPPING CENTERS, INC.

By: /s/ LEO S. ULLMAN  
Leo S. Ullman  
Chairman of the Board, Chief  
Executive Officer and President  
(Principal executive officer)

By: /s/ LAWRENCE E. KREIDER, JR.  
Lawrence E. Kreider, Jr.  
Chief Financial Officer  
(Principal financial officer)

November 8, 2010

CEDAR SHOPPING CENTERS, INC.

ARTICLES SUPPLEMENTARY

87/8% Series A Cumulative Redeemable Preferred Stock

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

Article I. FIRST: By Articles Supplementary filed with the Department on July 27, 2004 (the "July 2004 Articles Supplementary"), the Corporation classified and designated 2,350,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 8<sup>7</sup>/<sub>8</sub>% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series A Preferred Stock. By Articles Supplementary filed with the Department on April 1, 2005 (the "April 2005 Articles Supplementary"), the Corporation classified and designated an additional 1,200,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary.

Article II. SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolutions duly adopted at meetings duly called and held on August 16, 2010 and August 18, 2010 (the "Board Resolutions"), and the Pricing Committee of the Board of Directors established by the Board Resolutions, by resolution duly adopted on August 18, 2010, classified and designated an additional 2,850,000 shares of Preferred Stock as Series A Preferred Stock (the "Additional Shares of Series A Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series A Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

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Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series A Preferred Stock shall be 2,850,000 and shall form a single series with the 3,550,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary for a total of 6,400,000 shares of Preferred Stock classified and designated as shares of Series A Preferred Stock. The Additional Shares of Series A Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 3,550,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. The par value of the Additional Shares of Series A Preferred Stock shall be \$.01 per share.

Section 2. Distributions. Holders of the Additional Shares of Series A Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series A Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series A Preferred Stock but shall not be entitled to receive any distributions paid or payable with regard to Series A Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series A Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 18th of August, 2010.

ATTEST:

CEDAR SHOPPING CENTERS, INC.

/s/Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/Leo S. Ullman

Leo S. Ullman, President

AMENDMENT NO. 4  
TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.

This Amendment No. 4 (this "Amendment") to Agreement of Limited Partnership (the "Partnership Agreement") of Cedar Shopping Centers Partnership, L.P. (the "Partnership") is entered into as of August 25, 2010, by and among Cedar Shopping Centers, Inc. (the "General Partner") and the Partnership. All capitalized terms used herein shall have the meanings given to them in the Partnership Agreement.

WHEREAS, Section 4.5 of the Partnership Agreement authorizes the General Partner to cause the Partnership to issue additional Partnership Units in one or more classes or series, with such designations, preferences and relative, participating, optional or other special rights, powers and duties as shall be determined by the General Partner, subject to the provisions of such Section; and

WHEREAS, the General Partner established a new class of Partnership Units, designated the 8<sup>7</sup>/<sub>8</sub>% Series A Cumulative Redeemable Preferred Partnership Units (the "Series A Preferred Partnership Units") and issued 3,550,000 Series A Preferred Partnership Units to the General Partner; and

WHEREAS, the General Partner desires to amend the Partnership Agreement to (i) increase the number of designated Series A Preferred Partnership Units to 6,400,000 and (ii) issue an additional 2,850,000 Series A Preferred Partnership Units (the "Additional Series A Preferred Partnership Units") to the General Partner.

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

Section 1. Issuance of Series A Preferred Partnership Units

In consideration of the contribution of the net proceeds from the issue and sale by the General Partner of 2,850,000 shares of its 8% Series A Cumulative Redeemable Preferred Stock in an underwritten public offering, the Partnership hereby issues to the General Partner the Additional Series A Preferred Partnership Units.

Section 2. Exhibits to Partnership Agreement

(a) The General Partner shall maintain the information set forth in Exhibit A to the Partnership Agreement, as such information shall change from time to time, in such form as the General Partner deems appropriate for the conduct of the Partnership affairs, and Exhibit A shall be deemed amended from time to time to reflect the information so maintained by the General Partner, whether or not a formal amendment to the Partnership Agreement has been executed

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amending such Exhibit A. In addition to the issuance of the Additional Series A Preferred Partnership Units to the General Partner pursuant to this Amendment, such information shall reflect (and Exhibit A shall be deemed amended from time to time to reflect) the issuance of any additional Partnership Units to the General Partner or any other Person, the transfer of Partnership Units and the redemption of any Partnership Units, all as contemplated herein.

(b) In addition, Section 1 to Exhibit 1 to the Partnership Agreement is hereby amended by deleting the second sentence thereof in its entirety and replacing it with the following:

“The number of Series A Preferred Partnership Units shall be 6,400,000.”



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to the Partnership Agreement to be executed as of the day and year first above written.

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.

By: Cedar Shopping Centers, Inc.  
General Partner

By: /s/ Leo S. Ullman  
Name: Leo S. Ullman  
Title: President

CEDAR SHOPPING CENTERS, INC.

By: /s/ Leo S. Ullman  
Name: Leo S. Ullman  
Title: President

\$265,000,000

AMENDED AND RESTATED LOAN AGREEMENT

Dated as of November 10, 2009

among

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.  
as Borrower

THE LENDERS FROM TIME TO TIME PARTY HERETO

BANK OF AMERICA, N.A.  
as Administrative Agent

KEYBANK NATIONAL ASSOCIATION  
as Syndication Agent

MANUFACTURERS AND TRADERS TRUST COMPANY AND  
REGIONS BANK  
as Co-Documentation Agents

and

BANC OF AMERICA SECURITIES LLC,  
KEYBANC CAPITAL MARKETS,  
MANUFACTURERS AND TRADERS TRUST COMPANY AND  
REGIONS CAPITAL MARKETS  
as Lead Arrangers

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Exhibit C	—	Form of Compliance Certificate
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Exhibit J	—	Form of Cash Flow Projections
Exhibit K	—	Form of Mortgage / Deed of Trust
Exhibit L	—	Form of Assignment of Leases and Rents
Exhibit M	—	Form of Collateral Assignment of Contracts
Exhibit N	—	Form of Consent

**AMENDED AND RESTATED LOAN AGREEMENT**

This agreement (this "Loan Agreement" or "Agreement") is made and entered into as of November 10, 2009, by and between CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership (the "Borrower"), the several banks and other financial institutions as are, or may from time to time become parties to this Agreement (each a "Lender" and collectively, the "Lenders"), BANK OF AMERICA, N.A., as administrative agent for the Lenders (the "Administrative Agent"), KEYBANK NATIONAL ASSOCIATION, as syndication agent (the "Syndication Agent") and MANUFACTURERS AND TRADERS TRUST COMPANY and REGIONS BANK as co-documentation agents (collectively, the "Co-Documentation Agents").

**WITNESSETH:**

**WHEREAS**, the Borrower is party to that certain Loan Agreement, dated as of January 30, 2004 (as amended from time to time through the date hereof, the "Existing Loan Agreement"), among the Borrower, the lenders party thereto and Bank of America, N.A., as administrative agent;

**WHEREAS**, the Borrower has requested that the Lenders amend and restate the Existing Loan Agreement in this Loan Agreement; and

**WHEREAS**, the Lenders have agreed to amend and restate the Existing Loan Agreement and to provide a credit facility to the Borrower in an aggregate amount of \$265,000,000, subject to increase, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, IN CONSIDERATION** of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. DEFINITIONS.**

**1.1 Defined Terms.**

As used in this Loan Agreement, the following terms shall have the meanings specified below unless the context otherwise requires:

"Additional Collateral Request" shall have the meaning set forth in Section 3.5.

"Adjusted Appraised Value" shall mean, (a) with respect to the Collateral Properties that are Stabilized Assets, 67.5% of the Aggregate Appraised Value of such Stabilized Assets and (b) with respect to Collateral Properties that are Non-Stabilized Assets, 50.0% of the Aggregate Appraised Value of such Non-Stabilized Assets.

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“Adjusted Capitalized Value” shall mean with respect to any Borrowing Base Property that has suffered an Event of Loss and (a) which is a Stabilized Asset, the most recent fiscal quarter Adjusted Net Operating Income for such Borrowing Base Property, annualized, capitalized at a eight and eighty-one hundredths percent (8.81%) capitalization rate or (b) which is a Non-Stabilized Asset, undepreciated Book Value (as reported on the financial statements for the subject Borrowing Base Property Owner).

“Adjusted FFO” shall mean, for CSC and its Consolidated Subsidiaries, net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from (i) debt restructurings, (ii) sales of real property, and (iii) extraordinary and/or nonrecurring items, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures, as set forth in more detail under the definitions and interpretations thereof relative to funds from operations promulgated by the National Association of Real Estate Investment Trusts or its successor.

“Adjusted Net Operating Income” shall mean, for any period of determination, for any Individual Property, the Pro Rata Share of (i) Net Operating Income, less (ii) management fees (calculated as the greater of either 3% of total revenue or actual management expenses incurred), to the extent not already deducted from Net Operating Income, less (iii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of completed improvements.

“Administrative Agent” shall mean, Bank of America, N.A., acting as agent for the Lenders, together with its successors and assigns.

“Administrative Agent’s Office” shall mean the Administrative Agent’s address and, as appropriate, account as set forth in Section 15.1, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders

“Administrative Questionnaire” shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affiliate” shall mean, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Appraised Value” shall mean, with respect to any group of Collateral Properties, the sum of the Appraised Values for such Collateral Properties.

“Agreement” shall have the meaning set forth in the Preamble.

“Applicable Margin” shall mean (a) for LIBO Rate Advances, 3.50% and (b) for Base Rate Advances, 2.25%.

“Appraisal” shall mean an MAI appraisal reflecting the “as is” appraised market value of an Individual Property ordered by the Administrative Agent (or by the Borrower in accordance with

Section 7.16.1) in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders and prepared by an appraiser reasonably acceptable to the Administrative Agent.

“Appraised Value” shall mean, with respect to any Collateral Property, the “as is” appraised market value for such Collateral Property set forth in an Appraisal.

“Approved Fund” shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” shall mean Banc of America Securities LLC and KeyBanc Capital Markets.

“Assignee Group” shall mean two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” shall mean an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 13.3, and accepted by the Administrative Agent), in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

“Assignment of Leases and Rents” shall have the meaning set forth in Section 3.1.2, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Authorized Officer” shall mean, with respect to any Loan Party, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Vice President of Operations and their respective successors, it being understood that one individual may hold the office of Chief Operating Officer and Vice President of Operations.

“Bank of America” shall mean Bank of America, N.A. and its successors and assigns.

“Base Rate” shall mean for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the Prime Rate in effect for such day and (c) the LIBO Rate (as specified in clause (b) of the definition thereof) plus 1.25%. “Prime Rate” shall mean the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its “prime rate.” The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. The Base Rate shall never be less than three and one-quarter percent (3.25%).

“Base Rate Advance” shall mean any principal amount outstanding under this Agreement which pursuant to this Agreement bears interest at the Base Rate plus the Applicable Margin.



“Book Value” shall mean the value of such property or asset, as determined in accordance with GAAP.

“Borrower” shall have the meaning set forth in the Preamble.

“Borrower Materials” shall have the meaning set forth in Section 7.2.13.

“Borrower Subsidiaries” shall mean, individually and collectively, all of the Subsidiaries of the Borrower and/or CSC.

“Borrower Reduction Date” shall have the meaning set forth in Section 2.2.2.(b).

“Borrower Termination Date” shall have the meaning set forth in Section 2.2.2.(a).

“Borrowing Base Property” and “Borrowing Base Properties” shall mean, the Individual Properties initially listed in Schedule 6.14.2(i) hereto, plus any Individual Property which subsequently becomes a Borrowing Base Property in accordance with Section 3.5, hereof, but excluding (i) any Borrowing Base Property which is determined by the Administrative Agent to no longer be a Borrowing Base Property in accordance with Section 3.4, hereof, or (ii) any Borrowing Base Property which is released as Collateral in accordance with Section 3.3 hereof.

“Borrowing Base Property Owner” and “Borrowing Base Property Owners” shall mean, from time to time, the Wholly-Owned Subsidiary or Subsidiaries of the Borrower or CSC which is or are the owner or owners of the fee simple interest in, or the approved ground lessee of, a Borrowing Base Property or the Borrowing Base Properties.

“Borrowing Base Property Requirements” shall mean the requirements, with respect to any Individual Property, set forth below:

(a) The Individual Property satisfies all Eligibility Criteria.

(b) The Borrower (or applicable Loan Party) has executed all Security Documents in connection with such Individual Property, including, without limitation, the Security Documents set forth in Sections 3.1.1 through and including Section 3.1.8 hereof.

(c) The Individual Property is owned or ground leased by a Wholly-Owned Subsidiary of the Borrower, except as otherwise approved by the Administrative Agent and the Required Lenders.

(d) The Administrative Agent shall have received and completed a satisfactory review of such due diligence as the Administrative Agent and the Required Lenders may reasonably require (with the Borrower delivering such diligence to the Administrative Agent for delivery to the Lenders) with respect to any Individual Property (with the Administrative Agent agreeing to use reasonable efforts to utilize any due diligence previously submitted by the

Borrower and received by the Administrative Agent pursuant to the Existing Loan Agreement), including, without limitation:

(i) (1) A mortgagee's title insurance policy naming the Administrative Agent, on behalf of the Lenders, as the first mortgagee, which meets the Administrative Agent's title insurance requirements furnished to the Borrower to the reasonable satisfaction of the Administrative Agent and the Administrative Agent's counsel; and (2) such other evidence of the perfection of its security interests as the Administrative Agent and the Administrative Agent's counsel may reasonably require;

(ii) A current, as built survey of the Individual Property containing a certification thereon, or on a separate surveyor's certificate, of a land surveyor reasonably acceptable to the Administrative Agent which meets the Administrative Agent's survey requirements furnished to the Borrower to the reasonable satisfaction of the Administrative Agent and the Administrative Agent's counsel;

(iii) If the Individual Property (or any portion thereof) is ground leased by the Borrowing Base Property Owner, a copy of the Ground Lease. Further, in the event that the ground lessor of the Individual Property (or any portion thereof) is (x) an Affiliate of any Loan Party, the said ground lessor shall join in the Mortgage to include within the Collateral the fee interest in the said Individual Property or (y) not an Affiliate of any Loan Party, the Administrative Agent (at its option) shall receive an Estoppel Certificate in the form of Exhibit E annexed hereto from the ground lessor or in the form required by the ground lease provided such form is reasonably acceptable to the Administrative Agent.

(iv) with respect to any Individual Property with one or more tenants subject to a Major Lease to be added as a Borrowing Base Property, the Borrower has obtained an executed estoppel certificate and an executed subordination, nondisturbance and attornment agreement from each such tenant; subject to Section 7.30 with respect to Existing Borrowing Base Properties;

(v) Copies of all Major Leases and, to the extent requested by the Administrative Agent, copies of other Leases;

(vi) A copy of the property management agreement with respect to the Individual Property, if any, and, if requested by the Administrative Agent, a consent by the property manager to the collateral assignment of the property management agreement to the Administrative Agent, on behalf of the Lenders;

(vii) A copy of any reciprocal easement agreements with respect to the Individual Property and, only if there are material financial obligations of a recurring and defined nature payable by the owner of the Borrowing Base Property thereunder, if requested by the Administrative Agent, an estoppel certificate from all of the parties thereto in form and substance reasonably acceptable to the Administrative Agent;

(viii) Evidence of existence of all Licenses and Permits to evidence compliance with Laws with respect to the use and operation of the Individual Property;

(ix) Evidence of insurance complying with the requirements of Schedule 5.1.11, hereto;

(x) A current Appraisal; provided that Appraisals that are less than twelve (12) months old shall be acceptable;

(xi) A current environmental Phase I Site Assessment performed by a firm reasonably acceptable to the Administrative Agent within six (6) months of submission to the Administrative Agent (or within six (6) months of when such Individual Property became a Borrowing Base Property whether under this Agreement or the Existing Loan Agreement), which indicates the property is free from recognized hazardous materials or substances apparent from the inspection, or affected by such environmental matters as may be reasonably acceptable to the Administrative Agent and the Required Lenders in their sole and absolute discretion;

(xii) A current structural report performed by an engineering firm reasonably acceptable to the Administrative Agent within six (6) months of submission to the Administrative Agent relative to any improvements on the Individual Property, such report to be reasonably acceptable to the Administrative Agent and the Required Lenders in their sole and absolute discretion; and

(xiii) Such other real estate documents (including, without limitation, flood hazard determinations and evidence of flood insurance to the extent required) reasonably deemed appropriate for commercially reasonable underwriting by the Administrative Agent in respect of the Borrowing Base Property.

“Borrowing Base Value” shall mean, as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, the sum of (a) for Borrowing Base Properties that are Stabilized Assets, the lesser of (i) the Adjusted Appraised Value of such Borrowing Base Properties, and (ii) the aggregate Implied Loan Amount of such Stabilized Assets, plus (b) for Borrowing Base Properties that are Non-Stabilized Assets, the Adjusted Appraised Value of such Non-Stabilized Assets. Notwithstanding the above, for purposes of determining the Borrowing Base Value, the value derived from Non-Stabilized Assets as calculated pursuant to clause (b) cannot exceed ten percent (10%) of the Borrowing Base Value and the Occupancy Ratio with respect to the Borrowing Base Properties, taken as a whole, shall not be less than eighty-five percent (85%). Notwithstanding the above, the Borrowing Base Value for any Borrowing Base Property as to which an Event of Loss has occurred shall be equal to the Adjusted Capitalized Value for a period of time equal to the lesser of (x) twelve months from the Event of Loss or (y) the determination that such Borrowing Base Property is not, or ceases to be, a Restoration Property.

“Breakage Fee” shall have the meaning set forth in Section 2.3.15.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent’s Office is located and, if such day relates to any LIBO Rate Advance, shall mean any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market. Further, payments shall be due on the first Business Day of each calendar month

“Calculation Date” shall mean the last day of each calendar quarter commencing with September 30, 2009.

“Calculation Period” shall mean for each Calculation Date, the just completed calendar quarter (inclusive of the applicable Calculation Date).

“Capital Stock” shall mean (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including without limitation, each class or series of common stock and preferred stock of such Person and (ii) with respect to any Person that is not a corporation, any and all investment units, partnership, membership or other equity interests of such Person.

“Cash Collateral” shall have the meaning set forth in Section 2.7.7.

“Cash Collateralize” shall have the meaning set forth in Section 2.7.7.

“Cash Flow Projections” shall mean a detailed schedule of all cash Distributions projected to be made to the Borrower from the Borrower Subsidiaries, as detailed on the model delivered to the Administrative Agent prior to the Closing Date (attached hereto as Exhibit J), and subject to change as shall be detailed in the respective Officer’s Certificate to be provided to the Administrative Agent as set forth herein.

“Change in Law” shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority.

“Change of Control” shall mean the occurrence of any of the following:

(a) The acquisition by any Person, or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) of Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), directly or indirectly, of 50% or more of the outstanding shares of voting stock of CSC, other than short term acquisitions necessary in connection with the ultimate sale or other offerings of equity interests otherwise permitted hereunder;

(b) During any period of twelve (12) consecutive calendar months, individuals:

- (1) who were directors of CSC on the first day of such period; or
  - (2) whose election or nomination for election to the board of directors of CSC was recommended or approved by at least a majority of the directors then still in office who were directors of CSC on the first day of such period, or whose election or nomination for election was so approved,
- shall cease to constitute a majority of the board of directors of CSC; or
- (c) CSC shall cease to be the sole general partner of Borrower; or
  - (d) CSC shall cease to own a minimum of 50% of the beneficial ownership interest in the Borrower, or
  - (e) With respect to any Borrowing Base Property Owner, the transfer of any ownership interest therein such that such Borrowing Base Property Owner is not a Wholly-Owned Subsidiary of the Borrower or CSC.

“Closing Compliance Certificate” shall have the meaning set forth in Section 5.1.2(b).

“Closing Date” shall have the meaning set forth in Section 5.1.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to the Code are to the Code, as in effect at the date of this Agreement and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

“Collateral” shall have the meaning set forth in Section 3.1.

“Collateral Assignment of Contract” shall have the meaning set forth in Section 3.1.3, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Collateral Property” and “Collateral Properties” shall mean any Borrowing Base Property or Borrowing Base Properties and other Individual Properties which (i) were a Borrowing Base Property, (ii) were no longer deemed such under Section 3.4.1, and (iii) for which the Release Conditions have not been satisfied, as described in Section 3.4.3.

“Collateral Release Request” shall have the meaning set forth in Section 3.3.

“Commitment” shall mean, with respect to each Lender, the amount set forth on Schedule 1.1(a) hereto as the amount of such Lender’s commitment to make advances to the Borrower, as may be amended from time to time by the Administrative Agent as provided in Article 13.

“Commitment Letter” shall mean that certain commitment letter, dated as of May 7, 2009, by and among the Borrower, Bank of America, N.A., Banc of America Securities LLC, KeyBank, National Association, KeyBanc Capital Markets, Manufacturers and Traders Trust Company, Regions Bank and Regions Capital Markets.

“Commitment Percentage” shall mean with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Total Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loan Advances and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 11.2 or if the Total Commitments have expired, then the Commitment Percentage of each Lender shall be determined based on the Commitment Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Commitment Percentage of each Lender is set forth opposite the name of such Lender on Schedule 1.1(a) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Compliance Certificate” shall mean a compliance certificate in the form of Exhibit C.

“Consolidated” or “Consolidating” shall mean consolidated or consolidating as defined in accordance with GAAP.

“Consolidated CSC Entity” or “Consolidated CSC Entities” shall mean, singly and collectively, the Borrower, CSC, and any Subsidiary of the Borrower or CSC that is Consolidated.

“Consolidated EBITDA” shall mean the sum of the Pro Rata Share of EBITDA for each Consolidated CSC Entity.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Cost to Repair” shall have the meaning set forth in Section 14.3.1.

“Credit Extension” shall mean each of the following: (a) a Loan Advance and (b) an L/C Credit Extension.

“CSC” shall mean Cedar Shopping Centers, Inc., a Maryland corporation.

“Debt” shall mean, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money, (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than property and services purchased, and expense accruals and deferred compensation items arising, in the ordinary course of business), (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business), (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention

agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) all obligations of such Person under leases which have been, or should be, in accordance with generally accepted accounting principles, recorded as capital leases, to the extent required to be so recorded, (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities (other than letters of credit in support of trade obligations or in connection with workers' compensation, unemployment insurance, old-age pensions and other social security benefits in the ordinary course of business), (vii) any Guarantee of any indebtedness or other obligation of any Person, either directly or indirectly, of indebtedness described in clauses (i) through (vi), and (viii) all Debt referred to in clauses (i) through (vii) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien, security interest or other charge or encumbrance upon or in property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt. For the purposes of the calculation of the Financial Covenants, Debt of any entity in which a Person owns an ownership interest shall be calculated on its Pro Rata Share of such Debt, unless such Person has delivered a guaranty or other indemnity in connection with such Debt creating a greater proportionate liability, in which event, such greater liability shall apply.

“Debtor Relief Laws” shall mean the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” shall have the meaning set forth in Section 10.1.

“Default Rate” shall mean (a) when used with respect to Borrower Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin, if any, applicable to Base Rate Loans plus (iii) four percent (4.0%) per annum; provided, however, that with respect to a LIBO Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus four percent (4.0%) per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin plus four percent (4.0%) per annum.

“Defaulting Lender” shall mean any Lender that (a) has failed to fund any portion of the Loans or participations in L/C Obligations required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder unless such failure has been cured, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute or unless such failure has been cured, or (c) has been deemed (or has had its direct or indirect parent) deemed insolvent or become the subject of a bankruptcy or insolvency proceeding.

“Development Assets” shall mean Individual Properties as to which construction of the associated or contemplated improvements has commenced (either new construction or substantial renovation) but has not yet been completed such that a certificate of occupancy (or the local equivalent) for a substantial portion of the intended improvements has not yet been issued or, for any completed project, until the earlier to occur of (a) such Individual Property becoming a Stabilized Asset, or (b) one hundred eighty (180) days after completion.

“Distribution” shall mean, with respect to any Person, that such Person has paid a dividend or returned any equity capital to its stockholders, members or partners or made any other distribution, payment or delivery of property (other than common stock or partnership or membership interests of such Person) or cash to its stockholders, members or partners as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its capital stock or any membership or partnership interests (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests), or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the capital stock or any membership or partnership interests of such Person (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests). Without limiting the foregoing, “Distributions” with respect to any Person shall also include all payments made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans.

“Dollars” shall mean lawful money of the United States.

“Drawdown Date” shall have the meaning set forth in Section 2.1.2(a).

“EBITDA” shall mean for any Person the sum of (i) net income (or loss), *plus* (ii) actual interest paid or payable respecting all Debt to the extent included as an expense in the calculation of net income (or loss), *plus* (iii) total Tax Expenses to the extent included as an expense in the calculation of net income (or loss), *plus* (iv) total depreciation and amortization expense, to the extent included as an expense in the calculation of net income (or loss), *plus* (v) losses from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as an expense in the calculation of net income, *minus* (vi) gains from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as income in the calculation of net income, *minus* (vii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of improvements, *adjusted* (viii) for the elimination of straight line rents, all of the foregoing as determined in accordance with GAAP, as appropriate. Without limiting the generality of the foregoing, in determining EBITDA, net income shall include as income, Rent Loss Proceeds.

“Eligibility Criteria” shall mean the following criteria which must be satisfied in a manner acceptable to the Administrative Agent for each Borrowing Base Property:

- (a) the Borrowing Base Property is a retail center located in the United States owned by a Borrowing Base Property Owner;



- (b) the Borrower provides reasonably acceptable historical operating and leasing information;
- (c) the Borrower provides a certification as to the absence of any material environmental issues;
- (d) the Borrower provides certification as to the absence of any material structural issues; and
- (e) no liens or encumbrances shall exist on the Borrowing Base Property upon its inclusion as a Borrowing Base Property, other than Permitted Liens.

“Eligible Assignee” shall mean any Person that meets the requirements to be an assignee under Section 13.3.2 (including the requirements or limitations set forth in Sections 13.3.2(c), (e) and (f)), subject to such consents, if any, as may be required under Section 13.3.2(c).

“Environmental Indemnity Agreement” shall have the meaning set forth in Section 3.1.5, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Environmental Legal Requirements” shall have the meaning set forth in the Environmental Indemnity Agreement.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

“ERISA Affiliate” shall mean each person (as defined in Section 3(9) of ERISA) which together with either Borrower or a Loan Party would be deemed to be a “single employer” (i) within the meaning of Section 414(b), (c), (m) or (o) of the Code or (ii) as a result of either Borrower or a Loan Party being or having been a general partner of such Person.

“Event of Default” shall have the meaning set forth in Section 10.1.

“Event of Loss” shall mean, with respect to any Collateral Property, any of the following: (a) any loss or destruction of, or damage to, such Collateral Property; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Collateral Property, or confiscation of such Collateral Property or the requisition of such Collateral Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Collateral Property or any portion thereof in lieu of any such condemnation, seizure or taking.

“Excluded Taxes” shall mean, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall gross or net income

(however denominated), and franchise taxes or similar taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located or with which it has a present or former connection (other than any such connection resulting from its having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) any backup withholding tax that is required by the Code to be withheld from amounts payable to a Lender that has failed to comply with clause (i) of Section 2.8.5(b), and (d) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 13.2.4), any United States withholding tax that (i) is required to be imposed on amounts payable to such Foreign Lender pursuant to the Laws in force at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or (ii) is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with clause (ii) of Section 2.8.5(b), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.8.5(b) or (c).

“Existing Borrowing Base Properties” shall mean the Individual Properties that are qualified as Borrowing Base Properties under the Existing Loan Agreement as of the Closing Date.

“Existing Letter of Credit” shall mean those certain letters of credit listed on Schedule 1.1(b), which shall be deemed to have been issued under the terms of this Agreement.

“Existing Loan Agreement” shall have the meaning set forth in the Preamble.

“Extended Maturity Date” shall have the meaning set forth in Section 2.2.1.

“Extended Term” shall have the meaning set forth in Section 2.2.1.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions in effect on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

“Fee Letter” shall mean that certain fee letter, dated as of May 7, 2009, by and among the Borrower, Bank of America, N.A., Banc of America Securities LLC, KeyBank, National Association, KeyBank Capital Markets, Manufacturers and Traders Trust Company, Regions Bank and Regions Capital Markets.

“Financial Covenants” shall mean those covenants of the Borrower set forth in Sections 7.20, 7.21, 7.22 and 7.24.

“Fiscal Year” shall mean each twelve month period commencing on January 1 and ending on December 31.

“Fixed Charges” shall mean the aggregate of the Pro Rata Share of all (a) Interest Expenses (excluding any interest expenses required to be capitalized under GAAP), (b) regularly scheduled principal amortization payments (other than any final “balloon” payments due at maturity) on all Debt of the Consolidated CSC Entities, (c) preferred dividend payments or required Distributions (other than Distributions by the Borrower to holders of operating partnership units and Distributions by CSC to common equity holders) paid or payable by the Consolidated CSC Entities, (d) Ground Lease Payments unless already deducted from Net Operating Income or Consolidated EBITDA, and (e) Tax Expenses for the Consolidated CSC Entities, all of the foregoing as determined in accordance with GAAP.

“Fixed Charge Ratio” shall mean, for each Calculation Period, the ratio of (a) Consolidated EBITDA to (b) Fixed Charges.

“Foreign Lender” shall mean any Lender that is not a United States person within the meaning of Section 7701(a)(30) of the Code.

“Formation Documents” shall mean, singly and collectively, the partnership agreements, joint venture agreements, limited partnership agreements, limited liability company or operating agreements and certificates of limited partnership and certificates of formation, articles (or certificate) of incorporation and by-laws and any similar agreement, document or instrument of any Person, as amended subject to the terms and provisions hereof.

“Fund” shall mean any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“Funding Evidence” shall mean, in connection with any Mandatory Principal Payment to be made pursuant to Section 2.3.8, written evidence provided by the Borrower to the Administrative Agent (such evidence to be satisfactory to the Administrative Agent in its reasonable discretion) that the Borrower will have the funds sufficient to make the applicable Mandatory Principal Payment due pursuant to Section 2.3.8, within sixty (60) days, either from (a) the sale of one or more assets as evidenced either by an executed sales agreement or by a bona fide letter of intent or (b) the financing of one or more assets as evidenced by an executed financing commitment letter or executed financing documents.

“GAAP” shall mean generally accepted accounting principles in the United States of America.

“Governmental Authority” shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority,

instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Ground Leases” shall mean, from time to time, any ground lease relative to an Individual Property and with respect to “Ground Leases” covering Borrowing Base Properties, for which the Administrative Agent has given its prior written approval.

“Ground Lease Payments” shall mean the sum of the Pro Rata Share of payments made by the Consolidated CSC Entities under Ground Leases. Ground Lease Payments shall not include the payments made by Cedar-South Philadelphia I, LLC under that certain ground lease dated as of October 31, 2003 by and between SPSP Corporation, Passyunk Supermarket, Inc., and Twenty Fourth Street Passyunk Partners, L.P., as landlord, and Cedar-South Philadelphia I, LLC, as tenant.

“Guarantee” shall mean, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guaranty” shall have the meaning set forth in Section 3.1.4, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Guarantor” or “Guarantors” shall mean CSC and those certain Subsidiaries of CSC that have entered into a Guaranty.

“Hazardous Materials” shall mean and include asbestos, mold, flammable materials, explosives, radioactive substances, polychlorinated biphenyls, radioactive substances, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be a detriment to the

environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation of such laws, rules, codes or regulations.

“Impacted Lender” shall mean any Lender as to which (a) L/C Issuer has a good faith belief that the Lender has defaulted in fulfilling its obligations under one or more other syndicated credit facilities or (b) an entity that controls the Lender has been deemed insolvent or become subject to a bankruptcy or other similar proceeding.

“Implied Debt Service” shall mean the greater of (a) the annual amount of principal and interest payable on a hypothetical loan in an amount equal to the Implied Loan Amount, based upon a thirty (30) year direct reduction monthly amortization schedule and a per annum interest rate equal to the greater of (i) the actual blended interest rate for the Loan, or (ii) the 10-year Treasury Rate as of the Calculation Date plus 3.00%, or (b) an annual debt service constant of eight and eighty-one hundredths percent (8.81%).

“Implied Debt Service Coverage Ratio” shall mean as of each Calculation Date, the ratio of the Adjusted Net Operating Income for all Stabilized Assets for the most recent fiscal quarter, annualized, to Implied Debt Service; such calculation and results to be as verified by the Administrative Agent.

“Implied Loan Amount” shall mean a principal amount which would generate as of any Calculation Date an Implied Debt Service Coverage Ratio of 1.35 to 1.00, which Implied Loan Amount may be revised by the Administrative Agent after the Closing Date or as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, to reflect additions, removals and other adjustments to the Stabilized Assets since the Closing Date or the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent.

“Increase Effective Date” shall have the meaning set forth in Section 2.1.1(c).

“Indemnified Taxes” shall mean Taxes other than Excluded Taxes.

“Indemnitee” shall have the meaning set forth in Section 15.9.2.

“Individual Property” and “Individual Properties” shall mean, from time to time, all real estate property owned or ground leased by any Consolidated CSC Entity or any Unconsolidated CSC Entity, together with all improvements, fixtures, equipment, and personalty relating to such property.

“Initial Maturity Date” shall have the meaning set forth in Section 2.2.1.

“Initial Term” shall have the meaning set forth in Section 2.2.1.

“Insurance/Taking Release Conditions” shall mean as to any Event of Loss, the following conditions: (a) the Cost to Repair is less than or equal to Five Hundred Thousand Dollars (\$500,000); (b) no Event of Default shall have occurred and be continuing; (c) the Borrowing Base Property and the use thereof after the Repair Work will be in compliance with, and permitted under, all applicable Laws; and (d) such Event of Loss does not materially impair access to the Borrowing Base Property.

“Interest Expense” shall mean the sum of the Pro Rata Share of the aggregate actual interest (whether expensed or capitalized) paid or payable respecting all Debt by the Consolidated CSC Entities.

“Interest Period” shall mean, as to each LIBO Rate Advance, the period commencing on the date such LIBO Rate Advance is disbursed or converted to or continued as a LIBO Rate Advance and ending on the numerically corresponding day in the first, second or third month thereafter, as selected by the Borrower in its Loan Notice; provided that:

- (i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;
- (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and
- (iii) no Interest Period shall extend beyond the Maturity Date.

“Investment” shall mean the acquisition of any real property or tangible personal property or of any stock or other security, any loan, advance, bank deposit, money market fund, contribution to capital, extension of credit (except for accounts receivable arising in the ordinary course of business and payable in accordance with customary terms), or purchase or commitment or option to purchase or otherwise acquire real estate or tangible personal property or stock or other securities of any party or any part of the business or assets comprising such business, or any part thereof.

“ISP” shall mean, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” shall mean with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Borrower Subsidiary) or in favor the L/C Issuer and relating to any such Letter of Credit.

“Joinder Agreement” shall have the meaning set forth in Section 7.30(b).

“KeyBank Credit Agreement” shall mean that certain Amended and Restated Loan Agreement dated as of October 17, 2008 by and among the Borrower, the lenders party thereto and KeyBank, National Association, as administrative agent, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Knowledge or knowledge” shall mean, with respect to any Loan Party, the actual knowledge of any Authorized Officer of such Loan Party. Notwithstanding the foregoing, such named parties and their successors are not parties to this Agreement and shall have no liability for a breach of any representation, warranty, covenant or agreement deemed to be made to their actual knowledge.

“Land Assets” shall mean Individual Properties constituting raw or undeveloped land as to which construction of contemplated improvements has not commenced or which does not generate rental revenues under a Ground Lease.

“Late Charge” shall have the meaning set forth in Section 2.3.14.

“Laws” shall mean, collectively, all Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case having the force of law.

“L/C Advance” shall mean, with respect to each Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Commitment Percentage.

“L/C Borrowing” shall mean an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Loan Advance.

“L/C Credit Extension” shall mean, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Draw” shall mean a payment made by the Administrative Agent pursuant to a Letter of Credit which was presented to the Administrative Agent for a draw of proceeds thereunder.

“L/C Exposure” shall mean, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, plus (b) the aggregate amount of all L/C Draws that have not yet been reimbursed by or on behalf of the Borrower, or repaid through a Loan Advance, at such time.

“L/C Issuer” shall mean Bank of America, N.A. in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

“L/C Obligations” shall mean, as of any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lease” shall mean any lease relative to all or any portion of a Borrowing Base Property.

“Lenders” shall have the meaning set forth in the Preamble.

“Lenders’ Consultant” shall have the meaning set forth in Section 7.27.

“Lending Office” shall mean, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Letter of Credit” shall mean any standby letter of credit issued hereunder and shall include the Existing Letters of Credit.

“Letter of Credit Application” shall mean an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” shall mean the day that is seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

“Letter of Credit Fee” shall have the meaning set forth in Section 2.7.9.

“Letter of Credit Sublimit” shall mean an amount equal to \$15,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Total Commitment.

“Leverage Ratio” shall mean the quotient (expressed as a percentage) resulting from dividing (i) the aggregate of all Debt of the Consolidated CSC Entities by (ii) the Total Asset Value.

“LIBO Rate” shall mean:

(a) For any Interest Period with respect to a LIBO Rate Advance, the rate per annum equal to (A) the British Bankers Association LIBOR Rate as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) (“BBA LIBOR”), at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or (B) if such published rate is not available at such time for any reason, the rate determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery



on the first day of such Interest Period in same day funds in the approximate amount of the LIBO Rate Advance being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

(b) For any interest rate calculation with respect to a Base Rate Advance, the rate per annum equal to (i) BBA LIBOR, at approximately 11:00 a.m., London time on the date of determination (provided that if such day is not a London Business Day, the next preceding London Business Day) for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Advance being made, continued or converted by Bank of America and with a term equal to one month would be offered by Bank of America's London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.

For purposes of determining the LIBO Rate as set forth in clause (a) above, such LIBO Rate shall never be less than two percent (2.0%).

“LIBO Rate Advance” shall mean any principal outstanding under this Agreement which pursuant to this Agreement bears interest at the LIBO Rate plus the Applicable Margin.

“Lien” shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and mechanic's, materialmen's and other similar liens and encumbrances.

“Licenses and Permits” shall mean all licenses, permits, authorizations and agreements issued by or agreed to by any governmental authority or by a private party, and including, but not limited to, building permits, occupancy permits and such special permits, variances and other relief as may be required pursuant to Laws which may be applicable to any Collateral Property.

“Line Fee” shall have the meaning set forth in Section 2.4.2.

“Line Percentage” shall mean 0.50% per annum.

“Liquidation Proceeds” shall mean amounts received by the Administrative Agent and/or the Lenders in the exercise of the rights and remedies under the Loan Documents (including, but not limited to, all rents, profits and other proceeds received by the Administrative Agent and/or the Lenders from the liquidation of, or exercising rights upon the occurrence of an Event of Default relative to, any Collateral, but not including any amount bid at a foreclosure sale or on behalf of the Administrative Agent or otherwise credited to the Borrower in, any deed-in-lieu of foreclosure or similar transaction).

“Loan” shall mean an extension of credit by a Lender to the Borrower under Article 2 in the form of a Base Rate Advance or a LIBO Rate Advance.

“Loan Advances” shall mean any advance of any proceeds of the Loan hereunder, and as defined in Section 2.1.1(a).

“Loan Agreement” shall have the meaning set forth in the Preamble.

“Loan Documents” shall have the meaning set forth in Section 3.2.

“Loan Notice” shall have the meaning set forth in Section 2.1.2(b),

“Loan Party” and “Loan Parties” shall mean, singly and collectively, the Borrower, the Guarantors and each Borrowing Base Property Owner, and any Subsidiary and Affiliate of any of the foregoing which is party to any Loan Document.

“Major Event of Loss” shall mean, with respect to any Borrowing Base Property, both (1) any of the following: (a) any loss or destruction of, or damage to, such Borrowing Base Property such that either (x) the repairs and restoration thereof cannot be completed, in the judgment of the Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower, within six (6) months after the occurrence of such loss, damage or destruction or (y) rendering more than fifty percent (50%) of the Borrowing Base Property unusable for the purposes conducted thereon immediately prior to such loss, destruction or damage, as determined by the applicable Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Borrowing Base Property, or confiscation of such Borrowing Base Property or the requisition of such Borrowing Base Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Borrowing Base Property or any portion thereof in lieu of any such condemnation, seizure or taking, rendering more than fifty percent (50%) of the leaseable area of such Borrowing Base Property unusable for the purposes conducted thereon immediately prior to action, as determined by the Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower, and (2) the Administrative Agent does not elect under Section 14.3.3 to make Net Proceeds with respect to such Event of Loss available for Repair Work.

“Major Lease” shall mean (i) any Lease for space in any Borrowing Base Property (x) in excess of 25,000 rentable square feet, or (y) in excess of 15,000 rentable square feet and in excess of ten percent (10%) of the rentable square footage of such Borrowing Base Property, or (ii) any Lease with a tenant who is a tenant in more than one Borrowing Base Property and who leases 25,000 or more rentable square feet, in the aggregate, in all Borrowing Base Properties.

“Mandatory Principal Payment” shall have the meaning set forth in Section 2.3.8.

“Material Adverse Effect” shall mean a material adverse effect on (i) the business, assets, operations or financial or other condition of any of the Borrower, CSC, or, taken as a whole, the Loan Parties, (ii) the ability of any of the Borrower, CSC, or, taken as a whole, the Loan Parties to perform any material Obligations or to pay any Obligations which it is or they are obligated to pay in accordance with the terms hereof or of any other Loan Document, (iii) the rights of, or benefits available to, the Administrative Agent and/or any of the Lenders under any Loan Document or (iv) any Lien given to Administrative Agent and/or any of the Lenders on any material portion of the Collateral or the priority of any such Lien.

“Maturity” shall mean the Initial Maturity Date, or, if extended pursuant to the terms hereof, the Extended Maturity Date, or, in any instance, upon acceleration of the Loan, if the Loan has been accelerated by the Lenders upon an Event of Default.

“Maturity Date” shall have the meaning set forth in Section 2.2.1.

“Maximum Loan Amount” shall have the meaning set forth in Section 2.1.1(a).

“Maximum Rate” shall have the meaning set forth in Section 15.2.

“Mortgage” shall have the meaning set forth in Section 3.1.1, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Net Operating Income” shall mean, for any period of determination, (i) net operating income generated by an Individual Property for such period (i.e., gross operating income, inclusive of any rent loss insurance, less expenses (exclusive of debt service, capital expenditures and vacancy allowances and before depreciation and amortization)), determined in accordance with GAAP, as generated by, through or under Leases, and (ii) all other income arising from direct operations of or licenses or operating agreements for any part of the Individual Property determined on a GAAP basis. For purposes hereof, all rental income shall be adjusted for straight line rents. Borrower shall provide the Administrative Agent with all information and materials required by the Administrative Agent necessary for the determination of Net Operating Income. If any Leases are scheduled to expire during such period of determination, no rents or other amounts payable under such Leases with respect to any portion of such period occurring after such scheduled expiration date shall be included in the determination of Net Operating Income for such period. If any Leases are scheduled to commence (and rent and occupancy pursuant thereto are also scheduled to commence) during such period of determination, the rents and other amounts payable under such Leases with respect to any period occurring after the scheduled commencement date shall be included in the determination of Net Operating Income for such period.

“Net Proceeds” shall mean (i) the net amount of all insurance proceeds received under any insurance policies other than Rent Loss Proceeds as a result of the occurrence of an Event of Loss described in clause (a) of the definition of Event of Loss with respect to any Collateral Property, after deduction of the reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, or (ii) the net amount of all awards and payments received with respect to the occurrence of an Event of Loss described in clause (b) of

the definition of Event of Loss, after deduction of the reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, whichever the case may be.

“Net Worth” shall mean (a) the sum of (i) total CSC shareholders’ equity in the Borrower and (ii) the limited partners’ interest in the Borrower (both controlling and non-controlling interests) as of the Calculation Date appearing on the consolidated financial statements of CSC as determined in accordance with GAAP, plus (b) depreciation and amortization provided after June 30, 2009 through the Calculation Date on a cumulative basis.

“Non-Retail Assets” shall mean Individual Properties that generate more than fifteen percent (15%) of base rental revenues from non-retail tenants.

“Non-Stabilized Asset” shall mean an Individual Property that is not a Stabilized Asset.

“Note” shall mean, collectively, the various amended and restated promissory notes payable to each Lender in the form of Exhibit B.

“Obligations” shall mean without limitation, all and each of the following, whether now existing or hereafter arising:

(a) Any and all direct and indirect liabilities, debts, and obligations of the Borrower or any Loan Party to the Administrative Agent or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(b) Each obligation to repay any loan, advance, indebtedness, note, obligation, overdraft, or amount now or hereafter owing by the Borrower or any Loan Party to the Administrative Agent or any Lender (including all future advances whether or not made pursuant to a commitment by the Administrative Agent or any Lender) under or arising out of the Loan Documents, whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Administrative Agent or any Lender may hold against the Borrower or any Loan Party including, without limitation, any obligation arising under any Swap Contract with the Administrative Agent or any Lender.

(c) All notes and other obligations of the Borrower or any Loan Party now or hereafter assigned to or held by the Administrative Agent or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(d) All interest, fees, and charges and other amounts which may be charged by the Administrative Agent or any Lender to the Borrower or any Loan Party and/or which may be due from the Borrower or any Loan Party to the Administrative Agent or any Lender from time to time under or arising out of the Loan Documents.

(e) All costs and expenses incurred or paid by the Administrative Agent or any Lender in respect of any agreement between the Borrower or any Loan Party and the

Administrative Agent or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent or any Lender (including, without limitation, costs of collection, attorneys' reasonable fees, and all court and litigation costs and expenses) in connection with the Loan.

(f) Any and all covenants of the Borrower or any Loan Party to or with the Administrative Agent or any Lender and any and all obligations of the Borrower or any Loan Party to act or to refrain from acting in accordance with any agreement between the Borrower or any Loan Party and the Administrative Agent or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent or any Lender in connection with the Loan.

"Occupancy Ratio" shall mean with respect to any Borrowing Base Property, the ratio as determined by the Administrative Agent of the rentable square footage thereof as to which tenants are in physical occupancy and paying rent, to the total rentable square footage thereof. Notwithstanding the foregoing, for purposes of determining compliance with Section 7.23.1 of this Agreement, the Occupancy Ratio for any Borrowing Base Property as to which an Event of Loss has occurred shall be equal to the greater of (i) the actual Occupancy Ratio with respect thereto or (ii) the Occupancy Ratio immediately prior to the said Event of Loss for a period equal to the lesser of (x) six (6) months from the occurrence of the Event of Loss or (y) the determination that the subject Borrowing Base Property is not, or ceases to be, a Restoration Property.

"Officer's Certificate" shall mean a certificate delivered to the Administrative Agent by the Borrower, a Borrower Subsidiary, or a Guarantor, as the case may be respectively, which is signed by an Authorized Officer.

"Other Taxes" shall mean all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Outstanding Amount" shall mean (i) with respect to the Loan on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of the Loan occurring on such date; and (ii) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Participant" shall have the meaning set forth in Section 13.3.4.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"Permitted Debt" shall have the meaning set forth in Section 8.4.

“Permitted Distributions” shall mean (a) so long as no Event of Default exists and is continuing, or would be created thereby, any Distributions by the Borrower and CSC, (i) in any amount, provided that such Distributions, to the extent not included in the determination of Adjusted FFO, shall not exceed ninety-five (95%) percent of Adjusted FFO for the just completed calendar quarter (with the initial test to be for the quarter ending September 30, 2009); provided that any Distributions by the Borrower or CSC shall be permitted as are necessary for CSC to maintain REIT status including any Distributions that are greater than the amounts set forth in this subclause (a)(i), (ii) concerning the repurchase or redemption of stock of CSC or partnership interests in the Borrower, or (iii) concerning the issuance of operating partnership units or stock in return for equity interests in connection with any Permitted Investment, or (b) at any time after and during the continuance of any Event of Default, such Distributions as are necessary for CSC to maintain REIT status (measured on a quarterly basis), all of the foregoing tested by the Borrower on each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be as verified by the Administrative Agent.

“Permitted Liens” shall have the meaning set forth in Section 8.2.

“Permitted Investments” shall mean the following:

(a) The Pro Rata Share of Investments in Development Assets (valued at undepreciated Book Value) which, in the aggregate, do not exceed twenty five percent (25%) of Total Asset Value;

(b) The Pro Rata Share of Investments in Land Assets which, in the aggregate, valued at Book Value do not exceed ten percent (10%) of Total Asset Value;

(c) Investments in Unconsolidated CSC Entities including, without limitation, the purchase of all or any portion of any interests held by persons that are not Wholly-Owned Subsidiaries of the Borrower;

(d) The Pro Rata Share of Investments in Non-Retail Assets which, in the aggregate, do not exceed five percent (5%) of Total Asset Value;

(e) Investments in Swap Contracts; and

(f) Investments in Individual Properties or in entities which own such Individual Properties, provided that such investment does not cause a breach of a Financial Covenant; provided, further, that in the event such an Investment in an entity would result in the ownership by the subject Loan Party of fifty percent (50%) or more in the aggregate of the equity interests in such entity, such Investment shall have been approved by the Board of Directors of the entity (or similar governing body if such entity is not a corporation) which is the subject of such Investment and such entity shall not have announced that it will oppose such Investment or shall not have commenced any action which alleges that such Investment will violate any applicable Law.

“Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” shall mean any multiemployer or single-employer plan as defined in Section 4001 of ERISA, which is maintained or contributed to by (or to which there is an obligation to contribute of) any Loan Party or any ERISA Affiliate, including each such Plan for the five year period immediately following the latest date on which such Loan Party or an ERISA Affiliate maintained, contributed to or had an obligation to contribute to such Plan.

“Platform” shall have the meaning set forth in Section 7.2.13.

“Pledge and Security Agreement” shall have the meaning set forth in Section 3.1.6, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Preliminary Approval” shall mean the following:

(a) Delivery by the Borrower to the Administrative Agent and the Lenders of the following with respect to any Individual Property proposed to be a Borrowing Base Property, each such item to the reasonable satisfaction of the Administrative Agent and the Lenders:

(i) physical description;

(ii) current rent roll and operating statements;

(iii) to the extent then available in Borrower’s files, the following: a survey, environmental reports, copies of existing title insurance policies or a title commitment, and copies of all title exceptions, engineering reports and similar information; and

(iv) the Borrower’s certification that to its knowledge the proposed Borrowing Base Property presently satisfies (or is anticipated to satisfy upon the grant of such Collateral) the Eligibility Criteria set forth in subsections (a), (c), (d), and (e), of the definition of Eligibility Criteria.

(b) Administrative Agent and the Required Lenders shall, within ten (10) Business Days after delivery of all items described in subsection (a), above, grant or deny the preliminary approval for the proposed replacement Borrowing Base Property.

“Pro Rata Share” shall mean a calculation based on the percentage of the Capital Stock of or other equity interest in any Person owned, directly or indirectly, by the Borrower and/or CSC.

“Public Lender” shall have the meaning set forth in Section 7.2.13.

“Register” shall have the meaning set forth in Section 13.3.3.

“REIT” shall mean a “real estate investment trust” as such term is defined in Section 856 of the Code.

“Related Parties” shall mean, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

“Release Conditions” shall have the meaning set forth in Section 3.3.

“Rent Loss Proceeds” shall mean the proceeds received under any rent loss or business interruption insurance policies.

“Repair Work” shall have the meaning set forth in Section 14.1.

“Reportable Event” shall mean an event described in Section 4043(b) of ERISA with respect to a Plan other than those events as to which the 30-day notice period is waived under subsection .13, .14, .16, .18, .19 or .20 of PBGC Regulation Section 2615, or as otherwise now or hereafter defined in ERISA.

“Required Lenders” shall mean, as of any date of determination, Lenders having more than 66 2/3% of the Total Commitments or, if the Commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 11, Lenders holding in the aggregate at least 66 2/3% of the Obligations (including the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations); provided that the Commitment of, and the portion of the Obligations held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Restoration Property” shall mean any Collateral Property as to which an Event of Loss has occurred and as to which the Net Proceeds are being made available in accordance with the terms and provisions of Article 14 for Repair Work relative to the subject Collateral Property and such Repair Work can be completed in six (6) months, as determined by the Administrative Agent in its reasonable discretion.

“Security Documents” shall have the meaning set forth in Section 3.2.

“Stabilized Asset” shall mean an Individual Property which has an Occupancy Ratio of equal to or greater than eighty percent (80%). If due to the occurrence of an Event of Loss as to any Borrowing Base Property which was a Stabilized Asset prior to such Event of Loss, the Occupancy Ratio with respect thereto is less than eighty percent (80%), such Borrowing Base Property shall continue to be deemed to be a Stabilized Asset (notwithstanding that the Occupancy Ratio with respect thereto is less than eighty percent (80%) as a result of such Event of Loss) for a period equal to the lesser of (i) six (6) months from the occurrence of the Event of Loss or (ii) the determination that the subject Borrowing Base Property is not, or ceases to be, a Restoration Property; provided that the value derived from Individual Properties permitted to be Stabilized Assets pursuant to this sentence, as calculated pursuant to clause (a) of the definition



of Borrowing Base Value, together with the Non-Stabilized Assets as calculated pursuant to clause (b) of Borrowing Base Value, shall not exceed 10% of the Borrowing Base Value.

“State” shall mean the State or Commonwealth in which the subject of such reference or any part thereof is located.

“Subsidiary” shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Swap Contract” shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any confirmations relating to the foregoing transactions and any Master Agreements related thereto, including, without limitation, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”).

“Swap Termination Value” shall mean, with respect to the Borrower or a Borrower Subsidiary, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s) to be payable by the Borrower or such Subsidiary.

“Tax Expenses” shall mean tax expense (if any) attributable to income and franchise taxes based on or measured by income, whether paid or accrued.

“Taxes” shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Total Asset Value” shall mean the aggregate of:

(a) for all Individual Properties (which are neither Individual Properties acquired within the prior 90 days from the Calculation Date, Development Assets, nor Land Assets but

shall include any Individual Properties currently held for sale), the Pro Rata Share of the Calculation Period's aggregate Adjusted Net Operating Income for all such Individual Properties, annualized, capitalized at a rate of 9.00% (which capitalization rate may be adjusted once during the remaining term of the Loan at the request of (i) the Required Lenders only upon the exercise by the Borrower of its extension rights under Section 2.2.1 of this Loan Agreement; provided, however, that any such adjustment by the Required Lenders shall not result in the increase of the capitalization rate by more than fifty (50) basis points, or (ii) the Borrower, which such request of the Borrower shall be subject to the prior written approval of the Required Lenders), plus

(b) for Land Assets, and for all Individual Properties which were acquired within the prior 90 days from the Calculation Date, the Pro Rata Share of the undepreciated Book Value as of the Calculation Date; plus

(c) for Development Assets, at the Borrower's option, either the Pro Rata Share of the undepreciated Book Value as of the Calculation Date or the Pro Rata Share of the Calculations Period's aggregate Adjusted Net Operating Income for such Development Asset, annualized, capitalized at a rate of 9.00% (which capitalization rate may be adjusted once during the remaining term of the Loan at the request of (i) the Required Lenders only upon the exercise by the Borrower of its extension rights under Section 2.1.1 of this Loan Agreement; provided, however, that any such adjustment by the Required Lenders shall not result in the increase of the capitalization rate by more than fifty (50) basis points, or (ii) the Borrower, which such request of the Borrower shall be subject to the prior written approval of the Required Lenders); plus

(d) for all unrestricted cash and cash equivalent investments, restricted cash held by a qualified intermediary, and escrows owned by the Consolidated CSC Entities, the Pro Rata Share of the Book Value as of the Calculation Date of such assets;

(e) the Book Value of Investments in Unconsolidated CSC Entities net, without duplication, of any indebtedness associated with such Unconsolidated CSC Entities; plus

(f) deposits corresponding to outstanding Letters of Credit.

The Pro Rata Share of Development Assets completed within the prior 90 days from a Calculation Date will be valued as set forth in (c) above for a maximum of one hundred eighty (180) days from completion (and continuing until end of such Calculation Period) and based on Adjusted Net Operating Income under subsection (a) above thereafter.

“Total Commitment” shall mean the sum of the Commitments of the Lenders, as in effect from time to time. On the Closing Date the Total Commitments equal \$265,000,000.

“Total Outstandings” shall mean the aggregate Outstanding Amount.

“Treasury Rate” shall mean, as of the date of any calculation or determination, the latest published rate for United States Treasury Notes or Bills (but the rate on Bills issued on a discounted basis shall be converted to a bond equivalent) as published weekly in the Federal

Reserve Statistical Release H.15(519) of Selected Interest Rates in an amount which approximates (as determined by Administrative Agent) the amount (i) approximately comparable to the portion of the Loan to which the Treasury Rate applies for the Interest Period, or (ii) in the case of a prepayment, the amount prepaid and with a maturity closest to the original maturity of the installment which is prepaid in whole or in part.

“Type” shall mean, with respect to any Loan, its character as a Base Rate Advance or a LIBO Rate Advance.

“UCC” or the “Uniform Commercial Code” shall mean the Uniform Commercial Code in effect in the State of New York, provided, that as same relates to a Collateral Property, the UCC shall mean the Uniform Commercial Code as adopted in such jurisdiction.

“Unconsolidated CSC Entity” or “Unconsolidated CSC Entities” shall mean each Person as to which the Borrower and/or CSC own, directly or indirectly, any Capital Stock, but which is not a Consolidated Subsidiary.

“United States” and “U.S.” shall each mean the United States of America.

“Unreimbursed Amount” shall have the meaning set forth in Section 2.7.3(a).

“Variable Rate Indebtedness” shall mean any Debt that bears interest at a variable rate without the benefit of an interest rate hedge or other interest rate protection agreement. For the avoidance of doubt, Variable Rate Indebtedness shall not include the notional amount of caps which protect against an upward movement of the LIBO Rate up to 300 basis points.

“Wholly-Owned Subsidiary” shall mean, with respect to any Person, any other Person as to which one-hundred (100%) percent of the Capital Stock thereof is owned, directly or indirectly, by such Person; provided for purposes of this definition Cedar-Riverview, LP shall be deemed to be a Wholly-Owned Subsidiary of the Borrower.

### **1.2 Other Interpretive Provisions.**

With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Formation Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan

Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns subject to restrictions on assignments as set forth in this Agreement, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

### **1.3 Accounting Terms.**

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements required by Section 7.2.1, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

#### **1.4 Rounding.**

Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number). For example purposes only, in calculating the Fixed Charge Ratio, the calculation shall initially result in three numbers right of the decimal point. If the last number is four or less, the total number shall be rounded down. If the last number is 5 or more, the total number shall be rounded up.

#### **1.5 Times of Day.**

Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

#### **1.6 Letter of Credit Amounts.**

Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

## **2. LOAN PROVISIONS.**

### **2.1 General Loan Provisions.**

#### **2.1.1 Limit.**

(a) Subject to all of the terms and conditions hereof, the Lenders hereby agree to make revolving loan advances (the "Loan Advances") to the Borrower between the date hereof and the Maturity Date; provided, that the Total Outstandings shall at no time exceed the lesser of (i) the Total Commitment and (ii) the Borrowing Base Value (the lesser of (i) and (ii), the "Maximum Loan Amount"). Loan Advances may be repaid and reborrowed in accordance with the provisions of this Agreement.

(b) The obligations of the Lenders hereunder are several and independent and not joint. No Lender shall become obligated to advance more than its Commitment Percentage of the Loan including, without limitation, as a result of the failure of any Lender to fulfill its obligations hereunder.

(c) Provided no Default or Event of Default shall then be in existence, the Borrower shall have the right, on one or more occasions prior to the Maturity Date, to elect to increase the Total Commitment; provided, however, that (i) the amount of each such increase shall not be less than Twenty Million Dollars (\$20,000,000) and (ii) the aggregate amount of all such increases shall not cause the Total Commitment to exceed Four Hundred Million Dollars (\$400,000,000). Such right may be exercised by the Borrower by written notice to the Administrative Agent, which election shall designate the requested increase in the Total Commitment. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Lenders), and each Lender shall endeavor to respond as promptly as possible within such time period. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment (which decision shall be in its sole discretion) and, if so, whether by an amount equal to, greater than, or less than its Commitment Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Administrative Agent and the L/C Issuer (which approvals shall not be unreasonably withheld, conditioned or delayed), the Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel. If the Total Commitment is increased in accordance with this Section, the Administrative Agent and the Borrower shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of such increase (with such increase being pro rata among existing Lenders choosing to increase their commitments) and the Increase Effective Date. As a condition precedent to such increase, the Borrower shall deliver to the Administrative Agent a certificate of the Borrower dated as of the Increase Effective Date signed by an Authorized Officer of the Borrower (i) certifying and attaching the resolutions adopted by the Borrower approving or consenting to such increase, and (ii) certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article 6 and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.1.1(c), the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished to the Administrative Agent, and (B) no Default or Event of Default exists. The Borrower shall prepay amounts of the Loan outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 2.3.15) to the

extent necessary to keep the outstanding Loan ratable with any revised Commitment Percentages arising from any non-ratable increase in the Commitments under this Section. This Section shall supersede any provisions in Section 12.2 or 13.4.1 to the contrary.

2.1.2 Procedures and Limits. Until the Maturity Date, the Lenders shall, subject to the compliance with all of the other terms, conditions and provisions of this Agreement and the absence of any Default or Event of Default at the time of such disbursement, make disbursements to Borrower of Loan Advances in installments in accordance with the following:

(a) Written Requests. Loan Advances shall be made, at Borrower's written request to Administrative Agent, not more frequently than four (4) times a month, on the basis of written requests, made in accordance with the method and procedures described in Section 2.1.3 below; and Administrative Agent shall act upon such requests within three (3) Business Days following the receipt of a written request from Borrower for a Loan Advance, which action may include, without limitation, funding the requested Loan Advance or specifying the basis for not funding and, when applicable, requesting additional information and supporting documentation. The date on which any Loan Advance is funded (or Letter of Credit is issued) is herein called a "Drawdown Date."

(b) Requisitions, Certifications. Each request for a Loan Advance shall be in writing and in the form attached hereto as Exhibit A (a "Loan Notice"). Each such request shall specify (i) the amount of the Loan Advance requested, (ii) the purpose of the Loan Advance requested, (iii) the Total Outstandings (including the funding of the Loan Advance being requested), (iv) the then aggregate remaining amount which may be funded under this Agreement, (v) calculations evidencing the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower, (vi) the requested interest rate option and (vii) the Interest Period (if applicable). Each request for a Loan Advance hereunder shall be for (a) a minimum amount as required by Section 2.3.6, and (b) an amount not to exceed (x) the Maximum Loan Amount less (y) the Total Outstandings (after giving effect to such Loan Advance).

2.1.3 Funding Procedures. Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the Drawdown Date and of the amount of its Commitment Percentage of the applicable Loans. In the case of a Loan Advance, each Lender shall make the amount of its Commitment Percentage of such Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified as the Drawdown Date in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 5.2 (and, if such Loan Advance is the initial credit extension, Section 5.1), the Administrative Agent shall make all funds so received

available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower; provided, however, that if, on the date the Loan Notice with respect to such Loan Advance is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Loan Advance, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

## **2.2 Term of Loan.**

2.2.1 Extension of Maturity. The Loan shall be for a term (the "Initial Term") commencing on the date hereof and ending on January 31, 2012 (the "Initial Maturity Date") or such earlier date as the Loan is accelerated pursuant to the terms of this Agreement upon an Event of Default. The Initial Term may be extended for one year ("Extended Term") until January 31, 2013 ("Extended Maturity Date") upon satisfaction of the following conditions (hereinafter, the Initial Maturity Date and the Extended Maturity Date may be referred to herein sometimes as the "Maturity Date" as may be applicable):

(a) No Default. No Default or Event of Default shall exist on the date of the Borrower's written notice for an extension as provided for in clause (b) below and on the Initial Maturity Date.

(b) Notice From Borrower. The Borrower shall have given the Administrative Agent (and the Administrative Agent shall give prompt notice thereof to the Lenders) written notice of the Borrower's request to exercise its extension right at least sixty (60) days, but no more than ninety (90) days, before the Initial Maturity Date.

(c) Covenant Compliance. No breach of any covenants imposed upon the Borrower or the Guarantors shall exist including, without limitation, the Financial Covenants.

(d) Conditions Satisfied. All of the conditions set forth in Sections 5.1 of this Agreement, to the extent applicable, and Section 5.2 of this Agreement shall continue to be satisfied.

(e) Extension Fee. The Borrower shall have paid to the Administrative Agent an extension fee (the "Extension Fee") for the pro rata benefit of the Lenders of twenty-five basis points (0.25%) of the Total Commitments, such Extension Fee to be payable at least five (5) days prior to the Initial Maturity Date.



(f) Appraisals. The Administrative Agent shall have obtained an Appraisal (which may be an existing Appraisal if performed not more than twelve (12) months prior to the Initial Maturity Date) on each Borrowing Base Property.

(g) Additional Documents. The Borrower and the Guarantors shall have executed and delivered to the Administrative Agent such agreements and documents as the Administrative Agent may reasonably require incident to the extension.

Within thirty (30) days following receipt by the Administrative Agent of the Borrower's written notice under clause 2.2.1(b) above requesting the extension accompanied by those of the items described above which are then available, the Administrative Agent shall notify the Borrower in writing if all of the conditions precedent to the extension, other than payment of the Extension Fee, have been satisfied, or if further information, certificates or work are required. If the Administrative Agent determines that the conditions to extension have been satisfied, other than payment of the Extension Fee, the Administrative Agent shall so notify the Borrower and the Lenders and upon the Administrative Agent's receipt of the Extension Fee not later than five (5) days prior to the Initial Maturity Date, the term of the Loan shall be extended until the Extended Maturity Date.

#### 2.2.2 Termination/Reduction of Commitments.

(a) The Borrower shall have the right to terminate this Agreement prior to the originally scheduled Maturity Date by providing the Administrative Agent with ten (10) days' written notice of the Borrower's intention to terminate this Agreement (the date of such termination being the "Borrower Termination Date"). In the event that the Borrower provides such written notice to the Administrative Agent, (i) as of the date of the notice, the Lenders shall have no further obligation to make or issue, and the Borrower shall have no further right to receive or request, any Credit Extension hereunder, and (ii) the Borrower shall be obligated on the Borrower Termination Date to (x) pay in full all accrued interest, principal and other charges due with respect to the Loan, including, without limitation, any Breakage Fees due on account of such payment and (y) either (1) provide Administrative Agent with cash collateral equal to one hundred three percent (103%) of the outstanding amount of all outstanding Letters of Credit from a source other than the proceeds of the Loan or (2) return all outstanding Letters of Credit to the Administrative Agent. If such cash collateral is posted, such funds shall be held in an interest bearing account at the Administrative Agent, shall be pledged to secure the Obligations, and shall be refunded on a dollar for dollar basis to the Borrower upon the return to the Administrative Agent, or the expiration, of each Letter of Credit.

(b) The Borrower shall have the right to reduce the Total Commitment to an amount not less than \$150,000,000 prior to the originally scheduled Maturity Date by providing the Administrative Agent with ten (10) days' written

notice of the Borrower's intention to reduce the Total Commitment (the date of such reduction being the "Borrower Reduction Date"). In the event that the Borrower provides such written notice to the Administrative Agent, (i) as of the date of the notice, the Lenders shall have no further obligation to make or issue, and the Borrower shall have no further right to receive or request, any Loans or any Letters of Credit such that the Total Outstandings, would exceed such reduced Total Commitment, and (ii) the Borrower shall be obligated on the Borrower Reduction Date to pay in full the excess of outstanding principal balance of the Loan over the reduced Total Commitment, including, without limitation, any Breakage Fees due on account of such payment. In order to effect such reduced Total Commitment, the Administrative Agent shall reduce the Lenders' Commitments on a pro rata basis.

**2.3 Interest Rate and Payment Terms.** The Loan shall be payable as to interest and principal in accordance with the provisions of this Agreement. This Agreement also provides for interest at a Default Rate, Late Charges and prepayment rights and fees. All payments for the account of Lenders shall be applied to the respective accounts of the Lenders in accordance with each Lender's Commitment Percentage of the Loan. Any and all interest rate selection and conversion provisions in this Agreement are to be administered by the Administrative Agent and to be allocated on a pro rata basis to the portion of the balance held by each Lender based upon such Lender's Commitment Percentage.

2.3.1 Borrower's Options. Principal amounts outstanding under the Loan shall bear interest at the following rates, at Borrower's selection, subject to the conditions and limitations provided for in this Agreement: (i) Base Rate plus the Applicable Margin or (ii) LIBO Rate plus the Applicable Margin. Borrower's right to select pricing options shall cease upon the occurrence and during the continuation of any Event of Default.

2.3.2 Selection To Be Made Borrower shall select, and thereafter may change the selection of, the applicable interest rate, from the alternatives otherwise provided for in this Agreement, by giving Administrative Agent a Loan Notice (in accordance with the requirements of Section 2.3.3, below): (i) three (3) Business Days prior to each Loan Advance, (ii) three (3) Business Days prior to the end of each Interest Period applicable to a LIBO Rate Advance which shall be continued as a LIBO Rate Advance, or (iii) three (3) Business Days prior to any Business Day on which Borrower desires to convert an outstanding Base Rate Advance to a LIBO Rate Advance.

2.3.3 Notice. Each Loan Advance, each conversion of Loans from one Type to the other, and each continuation of a LIBO Rate Advance shall be made upon the Authorized Officer's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (i) with respect to a LIBO Rate Advance, three (3) Business Days prior to, or (ii) with respect to a Base Rate Advance, the requested date of any Loan Advance, conversion or continuation. Each telephonic notice pursuant to this Section 2.3.3 must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by an Authorized Officer of the Borrower.

2.3.4 If No Notice. If the Borrower fails to select an interest rate option in accordance with the foregoing prior to a Loan Advance, or at least three (3) Business Days prior to the last day of the applicable Interest Period of an outstanding LIBO Rate Advance, or if a LIBO Rate Advance is not available, any new Loan Advance made shall be deemed to be a Base Rate Advance, and on the last day of the applicable Interest Period all outstanding principal amounts of the applicable LIBO Rate Advance shall be deemed converted to a Base Rate Advance.

2.3.5 Telephonic Notice. Without any way limiting the Borrower's obligation to confirm in writing any telephonic notice, the Administrative Agent may act without liability upon the basis of telephonic notice believed by the Administrative Agent in good faith to be from the Borrower prior to receipt of written confirmation. In each case the Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of such telephonic Loan Notice in the absence of manifest error.

2.3.6 Limits On Options. Each LIBO Rate Advance shall be in a minimum amount of \$100,000 or a whole multiple of \$100,000 in excess thereof and each Base Rate Advance shall be in a minimum amount of \$100,000 or a whole multiple of \$100,000 in excess thereof. At no time shall there be outstanding a total of more than six (6) LIBO Rate Advances outstanding at any time.

2.3.7 Payment and Calculation of Interest. All interest shall be payable in arrears commencing December 1, 2009 and on the first Business Day of each month thereafter until the principal together with all interest and other charges payable with respect to the Loan shall be fully paid. All computations of interest for Base Rate Advances shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.3.11, bear interest for one day. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding, under any Debtor Relief Law.

2.3.8 Mandatory Principal Payments. If, on any day, the Total Outstandings exceed the Maximum Loan Amount, then the Borrower shall make a principal payment to the Administrative Agent, for the ratable benefit of the Lenders, in the amount of such excess, including any amounts required to be paid under Section 2.3.15 in immediately available funds within ten (10) Business Days of demand from the Administrative Agent (a "Mandatory Principal Payment"); provided, however, that if during such ten (10) Business Day period, the Borrower delivers to the Administrative Agent Funding Evidence, such ten (10) Business Day period shall be extended for such additional time as the Administrative Agent determines, in its reasonable discretion, to be required by the

Borrower to make the Mandatory Principal Payment but in no event shall such period exceed a maximum of sixty (60) days from the date that the Mandatory Principal Payment would otherwise be due hereunder.

2.3.9 Prepayment. The Loan or any portion thereof may be prepaid in full or in part at any time upon two (2) Business Days prior written notice to the Administrative Agent without premium or penalty with respect to Base Rate Advances and, with respect to LIBO Rate Advances, subject to payment of any applicable Breakage Fee. Any amounts prepaid may be reborrowed subject to the terms hereof.

2.3.10 Maturity. At Maturity all accrued interest, principal and other charges due with respect to the Loan shall be due and payable in full and the principal balance and such other charges, including unpaid interest, shall, at the option of the Administrative Agent, continue to bear interest thereafter at the Default Rate until so paid.

2.3.11 Method of Payment; Date of Credit; Administrative Agent's Clawback

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Commitment Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any LIBO Rate Advance (or, in the case of any Base Rate Advance, prior to 12:00 noon on the date of such Loan Advance) that such Lender will not make available to the Administrative Agent such Lender's share of such Loan Advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.1 (or, in the case of a Base Rate Advance, that such Lender has made such share available in accordance with and at the time required by Section 2.1) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Loan Advance available to the Administrative

Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Advances. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Loan Advance to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Loan Advance and the Borrower shall have no further obligation with respect thereto under this Section 2.3.11(b)(i) in respect of such Lender's share of the Loan Advance; it being understood that such amount advanced by such Lender shall constitute a Loan for all purposes hereunder. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder, stating that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan Advance to be made by such Lender as provided in the foregoing provisions of this Section 2, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Section 5 are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan Advance in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan Advance in any particular place or manner.

2.3.12 Billings. The Administrative Agent may submit monthly billings reflecting payments due; however, any changes in the interest rate which occur between the date of billing and the due date may be reflected in the billing for a subsequent month. Neither the failure of the Administrative Agent to submit a billing nor any error in any such billing shall excuse the Borrower from the obligation to make full payment of all the Borrower's payment obligations when due.

2.3.13 Default Rate.

(a) If any Event of Default has occurred and is continuing pursuant to Section 10.1.1, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(b) Upon the request of the Required Lenders, while any other Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

2.3.14 Late Charges. The Borrower shall pay a late charge (herein, the "Late Charge") equal to five percent (5%) of the amount of any interest which is not paid within ten (10) days of the due date thereof. Late charges are: (a) payable in addition to, and not in limitation of, the Default Rate, (b) intended to compensate the Administrative Agent and the Lenders for administrative and processing costs incident to late payments,

(c) are not interest, and (d) shall not be subject to refund or rebate or credited against any other amount due.

2.3.15 **Breakage Fees.** The Borrower shall pay to the Administrative Agent, for the ratable benefit of the Lenders, immediately upon request and notwithstanding contrary provisions contained in any of the Loan Documents, such amounts as shall, in the conclusive judgment of the Administrative Agent (in the absence of manifest error), compensate the Administrative Agent and the Lenders for the loss, cost or expense which it may reasonably incur as a result of (i) any payment or prepayment, under any circumstances whatsoever, whether voluntary or involuntary, of all or any portion of a LIBO Rate Advance on a date other than the last day of the applicable Interest Period of a LIBO Rate Advance, (ii) the conversion, for any reason whatsoever, whether voluntary or involuntary, of any LIBO Rate Advance to a Base Rate Advance on a date other than the last day of the applicable Interest Period, (iii) the failure of all or a portion of a Loan Advance which was to have borne interest at the LIBO Rate pursuant to the request of the Borrower to be made under the Loan Agreement (except as a result of any act or omission of Lender), or (iv) the failure of the Borrower to borrow in accordance with any request submitted by it for a LIBO Rate Advance. Such amounts payable by the Borrower shall be equal to any administrative costs actually incurred plus any amounts required to compensate for any loss, cost or expense incurred by reason of the liquidation or redeployment of deposits or other funds acquired by the Administrative Agent or any Lender to fund or maintain a LIBO Rate Advance (herein, collectively, the "**Breakage Fee**"). A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth the calculation and amount of its Breakage Fee shall be conclusive absent manifest error.

**2.4 Loan Fees.**

2.4.1 **Loan Fees.** The Borrower shall pay the Administrative Agent for the account of the parties specified therein the various fees in accordance with the Fee Letter.

2.4.2 **Line Fee.** The Borrower agrees to pay an unused line fee (the "**Line Fee**") to the Administrative Agent, for the pro rata benefit of the Lenders. The amount of the Line Fee on any given day shall equal the Line Percentage multiplied by the amount on such day by which the Total Commitments exceed the Total Outstandings. The Line Fee shall be payable to the Administrative Agent quarterly in arrears on the first day of each calendar quarter for the immediately preceding calendar quarter or portion thereof, with a final payment on the Maturity Date and the first and last payments to be prorated based upon the partial calendar quarters to which they apply.

**2.5 [Reserved].**

**2.6 Additional Provisions Related to Interest Rate Selection.**

2.6.1 Increased Costs. If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the LIBO Rate) or the L/C Issuer;
- (b) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any LIBO Rate Advance made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof; or
- (c) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or LIBO Rate Advances made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any LIBO Rate Advance (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, promptly upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered. A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth such amounts together with calculations thereof shall be conclusive absent manifest error.

2.6.2 Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time (and in any event within twenty (20) days) the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such



additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered. A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth such amounts together with calculations thereof shall be conclusive absent manifest error.

2.6.3 Illegality. Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful, or any central bank or Governmental Authority shall assert by directive, guideline or otherwise, that it is unlawful, for any Lender to make or maintain LIBO Rate Advances or to continue to fund or maintain LIBO Rate Advances, and such Lender, without cost or expense, cannot hold or administer its Commitment from an office where maintaining and funding LIBO Rate Advances can be accomplished, then, on written notice thereof and demand by the Administrative Agent to the Borrower, (a) the obligation of the Administrative Agent to make LIBO Rate Advances and to convert or continue any Loan as LIBO Rate Advances shall terminate and (b) at the end of the applicable Interest Period, the Borrower shall convert all principal outstanding under this Agreement into Base Rate Advances.

2.6.4 Availability. If, before or after the Borrower has selected to take or maintain a LIBO Rate Advance, but before the Interest Period with respect thereto commences, the Administrative Agent notifies the Borrower that:

(a) Dollar deposits in the amount and for the maturity requested are not available to the Lenders in the London interbank market at the rate specified in the definition of LIBO Rate set forth above, or

(b) reasonable means do not exist for the Administrative Agent to determine the LIBO Rate for the amounts and maturity requested,

then the principal which would have been a LIBO Rate Advance shall be a Base Rate Advance.

2.6.5 Base Rate Advances. Each Base Rate Advance shall continue as a Base Rate Advance until Maturity of the Loan, unless sooner converted, in whole or in part, to a LIBO Rate Advance, subject to the limitations and conditions set forth in this Agreement.

2.6.6 Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower of the change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the change in Law giving rise to

such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

**2.6.7 Mitigation.**

(a) **Designation of a Different Lending Office.** If any Lender requests compensation under this Section 2.6, or the Borrower is required to pay any additional amount to any Lender, the L/C Issuer or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to Section 2.8, then such Lender or the L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.8 or 2.6.1, 2.6.2, as the case may be, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment.

(b) **Replacement of Lenders.** If any Lender requests compensation under Section 2.6.1 or 2.6.2, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, the Borrower may replace such Lender in accordance with Section 13.2.4.

**2.6.8 Survival.** All of the Borrower's obligations under this Section 2.6 shall survive termination of the Total Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

**2.7 Letters of Credit.**

**2.7.1 The Letter of Credit Commitment**

(a) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.7, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Borrower or Borrower Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.7.2 below, and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower, Borrower Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Total Commitment, (y) the

aggregate Outstanding Amount of the Loans of any Lender, plus such Lender's Commitment Percentage of the Outstanding Amount of all L/C Obligations, shall not exceed such Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(b) The L/C Issuer shall not issue any Letter of Credit, if:

- (i) subject to Section 2.7.2(c), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or
- (ii) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Lenders have approved such expiry date, subject to Section 2.7.7.

(c) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

- (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Legal Requirement applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;
- (ii) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer;

(iii) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than \$25,000;

(iv) such Letter of Credit is to be denominated in a currency other than Dollars;

(v) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(vi) a default of any Lender's obligations to fund under Section 2.7.3 exists or any Lender is at such time an Impacted Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender, subject to the provisions of Section 13.2.4.

(d) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(e) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article 13 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article 13 included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

#### 2.7.2 Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit

(a) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by an Authorized Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. (Eastern Time) at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit

Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may reasonably require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(b) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Section 5.2 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or the applicable Borrower Subsidiary or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Commitment Percentage times the amount of such Letter of Credit.

(c) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require)

the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date unless all the Lenders have approved such later expiry date, subject to Section 2.7.7; provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.7.1 or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 5.2 are not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(d) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that permits the automatic reinstatement of all or a portion of the stated amount thereof after any drawing thereunder (each, an “Auto-Reinstatement Letter of Credit”). Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer to permit such reinstatement. Once an Auto-Reinstatement Letter of Credit has been issued, except as provided in the following sentence, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to reinstate all or a portion of the stated amount thereof in accordance with the provisions of such Letter of Credit. Notwithstanding the foregoing, if such Auto-Reinstatement Letter of Credit permits the L/C Issuer to decline to reinstate all or any portion of the stated amount thereof after a drawing thereunder by giving notice of such non-reinstatement within a specified number of days after such drawing (the “Non-Reinstatement Deadline”), the L/C Issuer shall not permit such reinstatement if it has received a notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Reinstatement Deadline (A) from the Administrative Agent that the Required Lenders have elected not to permit such reinstatement or (B) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 5.2 are not then satisfied (treating such reinstatement as an L/C Credit Extension for purposes of this clause) and, in each case, directing the L/C Issuer not to permit such reinstatement.

(e) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

2.7.3 Drawings and Reimbursements; Funding of Participations.

(a) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. (Eastern Time) on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Commitment Percentage thereof. In such event, the Borrower shall be deemed to have requested a Base Rate Advance to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.1 for the principal amount of the Loan, but subject to the amount of the unutilized portion of the Total Commitment and the conditions set forth in Section 5.2. Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.7.3(a) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(b) Each Lender shall upon any notice pursuant to Section 2.7.3(a) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Commitment Percentage of the Unreimbursed Amount not later than 1:00 p.m. (Eastern Time) on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.7.3(c), each Lender that so makes funds available shall be deemed to have made a Base Rate Advance to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(c) With respect to any Unreimbursed Amount that is not fully refinanced by a Loan Advance because the conditions set forth in Section 5.2 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.7.3 (b) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.7.

(d) Until each Lender funds its Commitment Percentage of any Loan Advance or L/C Advance pursuant to this Section 2.7.3 to reimburse the L/C

Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Commitment Percentage of such amount shall be solely for the account of the L/C Issuer.

(e) Each Lender's obligation to make Loan Advances or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.7.3, shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Loan Advances pursuant to this Section 2.7.3 is subject to the conditions set forth in Section 5.2. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(f) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.7.3 by the time specified in Section 2.7.3(b), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation. A certificate of the L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

#### 2.7.4 Repayment of Participations

(a) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.7.3, if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Commitment Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.



(b) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.7.3(a) is required to be returned under any of the provisions of this Agreement (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

2.7.5 Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

- (a) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;
- (b) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Borrower Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;
- (c) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;
- (d) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or
- (e) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Borrower Subsidiary.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will, immediately after discovery thereof, notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

**2.7.6 Role of L/C Issuer.** Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (a) through (e) of Section 2.7.5 provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

**2.7.7 Cash Collateral.** Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower

shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. For purposes of this Agreement, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances (the "Cash Collateral") pursuant to documentation in form and substance satisfactory to the Administrative Agent and the L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. The Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such Cash Collateral and all proceeds of the foregoing. Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America.

2.7.8 Applicability of ISP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each standby Letter of Credit.

2.7.9 Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Commitment Percentage an annual Letter of Credit fee (the "Letter of Credit Fee") for each standby Letter of Credit equal to the Applicable Margin for LIBO Rate Advances times the maximum stated amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit and on the Letter of Credit Expiration Date. The first and last payments of such Letter of Credit fee are to be prorated based upon the partial calendar quarters to which they apply. If there is any change in the Applicable Margin for LIBO Rate Advances during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Margin for LIBO Rate Advances separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

2.7.10 Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee (i) with respect to each Letter of Credit, of one eighth of one percent (.125%) per annum, computed on the maximum stated amount of such Letter of Credit. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the maximum stated amount

available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

2.7.11 Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.7.12 Letters of Credit Issued for Borrower Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Borrower Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Borrower Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Borrower Subsidiaries.

2.7.13 Amount. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

## **2.8 Taxes.**

2.8.1 Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall, to the extent permitted by applicable Laws, be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require the Borrower or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the Borrower or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection 2.8.5 below.

(b) If the Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined

by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection 2.8.5 below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

2.8.2 Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection 2.7.1 above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

2.8.3 Tax Indemnifications.

(a) Without limiting the provisions of subsection 2.8.1 or 2.8.2 above, the Borrower shall, and does hereby, indemnify the Administrative Agent, each Lender and the L/C Issuer, and shall make payment in respect thereof within 20 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the Borrower or the Administrative Agent or paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 20 days after written demand therefor, for any amount which a Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (b) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(b) Without limiting the provisions of subsection 2.8.1 or 2.8.2 above, each Lender and the L/C Issuer shall, and does hereby, indemnify the Borrower and the Administrative Agent, and shall make payment in respect thereof within 20 days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Administrative Agent) incurred by or asserted against the Borrower or the Administrative Agent by any Governmental Authority as a result of the failure by

such Lender or the L/C Issuer, as the case may be, to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by such Lender or the L/C Issuer, as the case may be, to the Borrower or the Administrative Agent pursuant to subsection 2.8.5. Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (b). The agreements in this clause (b) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

2.8.4 Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or the Administrative Agent to a Governmental Authority as provided in this Section 2.8, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Law to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

2.8.5 Status of Lenders; Tax Documentation

(a) Each Lender shall deliver to the Borrower and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction.

(b) Without limiting the generality of the foregoing, if the Borrower is resident for tax purposes in the United States,

(i) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the Borrower or the

Administrative Agent as will enable the Borrower or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to backup withholding or information reporting requirements; and

(ii) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(A) executed originals of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(B) executed originals of Internal Revenue Service Form W-8ECI,

(C) executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation,

(D) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) executed originals of Internal Revenue Service Form W-8BEN, or

(E) executed originals of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction in United States Federal withholding tax together with such supplementary documentation as may be prescribed by applicable Laws to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(c) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such

Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender.

2.8.6 Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses actually incurred by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

### **3. SECURITY FOR THE LOAN; LOAN AND SECURITY DOCUMENTS**

**3.1 Security.** The Loan together with interest thereon and all other charges and amounts payable by, and all other obligations of, the Borrower to the Administrative Agent and/or each of the Lenders, whenever incurred, direct or indirect, absolute or contingent, arising under or with respect to this Agreement, the Security Documents, or any other Loan Document, together with all other Obligations, shall be secured by the following collateral (the "Collateral") which the Borrower agrees to provide and maintain, or cause to be provided and maintained (whether provided for each in separate agreements or combined with various other agreements):

#### **3.1.1 Mortgage/Deed of Trust and Security Agreement**

(a) A first priority mortgage/deed of trust (as applicable) and security agreement (individually and collectively, the "Mortgage") in the form of Exhibit K granted by each Borrowing Base Property Owner to the Administrative Agent or a trustee on behalf of the Administrative Agent, as applicable, for the ratable benefit of the Lenders, on (i) each Collateral Property, (ii) all land,



improvements, furniture, fixtures, equipment, and other assets (including, without limitation, property management agreements, contracts, contract rights, accounts, Licenses and Permits and general intangibles), including all after-acquired property, owned, or in which each Borrowing Base Property Owner has or obtains any interest, in connection with each Collateral Property; (iii) all insurance proceeds and other proceeds therefrom, and (iv) all other assets of each Borrowing Base Property Owner, whether now owned or hereafter acquired and related to each Collateral Property.

(b) Each Mortgage shall secure the payment and performance of the Obligations.

(c) At the option of the Administrative Agent, each Mortgage shall be either (x) a first priority mortgage/deed of trust (as applicable) and security agreement granted by the applicable Borrowing Base Property Owner to the Administrative Agent or a trustee on behalf of the Administrative Agent, as applicable, on behalf of the Lenders, or (y) an amendment, restatement and consolidation of a first priority mortgage/deed of trust (as applicable) and security agreement acquired by the Administrative Agent, for the ratable benefit of the Lenders, with proceeds of a Loan Advance.

(d) In the event that in connection with the granting of any Mortgage on a Borrowing Base Property, the Administrative Agent, for the ratable benefit of the Lenders, purchases by assignment an existing mortgage loan or loans on such Borrowing Base Property, the Borrower represents, warrants, covenants and agrees as follows:

(i) The request for the Administrative Agent to purchase by assignment such loan or loan shall constitute a representation and warranty by the Borrower that (A) all signatures by the Borrower, any Borrower Subsidiary and, to the best of the Borrower's knowledge, all other Persons on the assigned promissory note, mortgage, and all other documents, instruments, and agreements executed in connection therewith are genuine, (B) such documents, together with any other documents or instruments supplied by the Borrower to the Administrative Agent, sets forth the entire agreement with respect to the loan arrangement evidenced thereby, and (C) the applicable Borrowing Base Property Owner is absolutely and unconditionally indebted under said documents and does not have any offsets, defenses, or counterclaims thereunder, or otherwise against the lender thereunder, or any predecessor in interest to such lender;

(ii) The Borrower waives, on its own behalf and on behalf of CSC and the Loan Parties, any offsets, defenses or counterclaims that exist or may have existed with respect to such assigned loan arrangement and assigned documents; and

(iii) The Borrower shall cause to be delivered to the Administrative Agent such documents, instruments and agreements as the Administrative Agent shall reasonably require in order to evidence and effectuate such assignment and the terms and conditions hereof.

3.1.2 Collateral Assignment of Leases and Rents. A first priority collateral assignment of leases and rents (individually and collectively, the "Assignment of Leases and Rents") granted by each Borrowing Base Property Owner to the Administrative Agent, for the ratable benefit of the Lenders, with respect to all Leases of each Collateral Property and all income and profits to be derived from the operation and leasing of each Collateral Property in substantially the form of Exhibit L.

3.1.3 Collateral Assignment of Contracts. A first priority collateral assignment and security agreement granted by each Borrowing Base Property Owner to the Administrative Agent, for the ratable benefit of the Lenders, with respect to all Licenses and Permits and all contracts, agreements and warranties now owned or hereafter acquired by each Collateral Property Owner and related in any manner to each Collateral Property in substantially the form of Exhibit M (individually and collectively, the "Collateral Assignment of Contract").

3.1.4 Guaranties. The unconditional, continuing guaranty (individually and collectively the "Guaranty") from each Guarantor, pursuant to which each Guarantor shall guaranty the prompt, punctual, and faithful payment of the Loan and the performance of all Borrower's other Obligations to the Administrative Agent and each of the Lenders under the Loan Documents in substantially the form of Exhibit G, which shall include each Borrowing Base Property Owner and each direct owner of the equity in a Borrowing Base Property Owner (other than the Borrower).

3.1.5 Environmental Compliance and Indemnification Agreement. A compliance and indemnification agreement with respect to environmental matters (individually and collectively the "Environmental Indemnity Agreement") from the Borrower, CSC and each Guarantor in favor of the Administrative Agent and each of the Lenders in substantially the form of Exhibit H.

3.1.6 Ownership Interest and Inter-Company Loan Pledge. A first priority pledge granted by the Borrower (or any Affiliate of the Borrower who directly owns equity in a Borrowing Base Property Owner) to the Administrative Agent, for the ratable benefit of the Lenders, with respect to (i) the one-hundred (100%) percent ownership interest in each Borrowing Base Property Owner and (ii) any inter-company obligations from time to time due from any Borrowing Base Property Owner to the Borrower (or such Affiliate) to secure the Obligations pursuant to the terms and conditions of (A) a Pledge and Security Agreement from the Borrower (or Affiliate, as applicable) with respect to each Borrowing Base Property Owner in substantially the form of Exhibit I (individually and collectively the "Pledge and Security Agreement") and (B) a Consent from each Borrowing Base Property Owner in substantially the form of Exhibit N (individually and collectively, the "Consent").

3.1.7 Additional Documents. Any other documents, instruments and agreements from time to time reasonably required by the Administrative Agent in order to provide a first priority lien on the Collateral.

**3.2 Loan Documents and Security Documents.** The Loan shall be made, evidenced, administered, secured and governed by all of the terms, conditions and provisions of the following loan documents (the "Loan Documents"), each as the same may be hereafter modified or amended, consisting of: (i) this Loan Agreement; (ii) the Notes; (iii) the various documents and agreements referenced in Section 3.1 above, and (iv) any other documents, instruments, or agreements heretofore or hereafter executed to further evidence or secure the Loan.

The Loan Documents, referenced in items 3.1.1 through and including 3.1.8, together with any such other Loan Documents as may be executed in accordance with Section 3.5, below, as to any Collateral Property, are sometimes referred to herein, singly and collectively as the "Security Documents".

**3.3 Removal of Individual Property as a Borrowing Base Property — Borrower.** From time to time during the term of this Agreement following (i) Borrower's written request ("Collateral Release Request") indicating that (x) the Borrower intends to sell or refinance the subject Borrowing Base Property, (y) the removal of one or more Borrowing Base Properties is necessary to cure or remedy a Default hereunder or (z) the removal of one or more Borrowing Base Properties is necessary to comply with Section 5.2.1 to permit a Credit Extension under Section 5.2 and (ii) satisfaction of the Release Conditions, the Administrative Agent shall, in each case to the extent applicable, release such Borrowing Base Property from the Lien held by the Administrative Agent, for the ratable benefit of the Lenders, release the subject Borrowing Base Property Owner from the Guaranty, terminate the assignments made by such Borrowing Base Property Owner pursuant to the documents set forth in Sections 3.1.2 and 3.1.3 and release its Lien upon the ownership interest in such Borrowing Base Property Owner and its manager or general partner which was pledged by the Borrower as Collateral pursuant to Section 3.1.6, and thereafter, to the extent such Borrowing Base Property Owner does not own any other Borrowing Base Property, such Borrowing Base Property Owner shall no longer be a Loan Party for the purposes of this Agreement; provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations. The "Release Conditions" are the following:

3.3.1 Borrowing Base Compliance. After giving effect to the release of the Borrowing Base Property, the Total Outstandings will be less than or equal to the Maximum Loan Amount.

3.3.2 Financial Covenant Compliance. Upon release of the Lien on the subject Borrowing Base Property, the Financial Covenants shall remain satisfied (or be satisfied if the release cures a Default which resulted from the Financial Covenants not being satisfied).

3.3.3 No Default Upon Release. No Default shall exist under this Agreement or the other Loan Documents at the time of any such release, except for any Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.3.4 No Default Prior to Release. No Event of Default shall exist under this Agreement or the other Loan Documents at the time of the Collateral Release Request or at the time of any such release, except for any Event of Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.3.5 [Reserved].

3.3.6 Payment of Fees. The Borrower shall pay or reimburse the Administrative Agent for all appraisal fees, title insurance and recording costs, reasonable legal fees and expenses and other reasonable costs and expenses incurred by Administrative Agent in connection with the release.

Any failure of any removal and release requested by the Borrower to meet all of the Release Conditions shall be deemed a rejection of the proposed Collateral Release Request and, subject to the other terms and conditions hereof as to whether any Individual Property is a Borrowing Base Property, such Borrowing Base Property shall remain a Borrowing Base Property hereunder and shall be included within the Collateral.

At the request of the Borrower, the Administrative Agent shall use reasonable efforts to cooperate in the assignment of the Security Documents to a new lender with respect to any Borrowing Base Property being released, subject to the execution of assignment documentation acceptable to the Administrative Agent.

3.3.7 Theater Parcel. Notwithstanding the foregoing provisions of this Section 3.3, the Administrative Agent and the Lenders acknowledge and agree that provided no Event of Default is then in existence, the Administrative Agent shall, upon the written request of the Borrower and without requiring Borrower to satisfy any of the Release Conditions, release the portion of the Individual Property owned by Cedar-Riverview, L.P., as described on Schedule 3.3.7, from the lien of the Security Documents, and consent to the execution and recording of a customary reciprocal or other easement agreement with respect such property, provided, however, the foregoing provisions of the Section 3.3.7 shall not apply in the event that such portion of such Individual Property has been accepted by the Lenders as a Borrowing Base Property.

**3.4 Removal of Individual Property as a Borrowing Base Property — Administrative Agent**

3.4.1 Removal Criteria. An Individual Property shall no longer be deemed to be a Borrowing Base Property upon the determination by the Administrative Agent of the occurrence of any of the following:

(a) A Borrowing Base Property is a Non-Stabilized Asset for a period of six (6) consecutive months;

(b) A Major Event of Loss occurs as to a Borrowing Base Property;

(c) A Borrowing Base Property as to which an Event of Loss occurs is not, or ceases to be, a Restoration Property, or upon completion of the Repair Work, will not meet all of the Borrowing Base Property Requirements; or

(d) The Required Lenders have instructed the Administrative Agent to remove a Borrowing Base Property if a tenant or tenants which have Leases in such Borrowing Base Property are subject to bankruptcy or insolvency proceedings and are not paying rent as required under such Leases or have filed a motion to reject such Lease, or have not assumed such Lease within sixty (60) days (or such longer period granted by the applicable bankruptcy court, not to exceed one hundred eighty (180) days) after such tenant's bankruptcy filing, and to the extent the space occupied by such tenants is deemed vacant, the Occupancy Ratio for such Borrowing Base Property would be less than 80%.

3.4.2 [Reserved].

3.4.3 Release by Administrative Agent. With respect to any Individual Property determined by the Administrative Agent to no longer be deemed a Borrowing Base Property in accordance with this Section 3.4, if requested by the Borrower and the Release Conditions are satisfied with respect thereto, the Administrative Agent shall, in each case to the extent applicable, release such Individual Property from the Lien held by the Administrative Agent, release the subject Borrowing Base Property Owner from the Guaranty, terminate the assignments made by such Borrowing Base Property Owner pursuant to Sections 3.1.2 and 3.1.3 and release its Lien upon the ownership interest in such Borrowing Base Property Owner and its manager or general partner which was pledged by the Borrower as Collateral pursuant to Section 3.1.6, and thereafter, to the extent such Borrowing Base Property Owner does not own any other Borrowing Base Property, such Borrowing Base Property Owner shall no longer be a Loan Party for the purposes of this Agreement; provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations. However, if the said Release Conditions are not satisfied with respect to such Individual Property, although such Individual Property shall no longer be a Borrowing Base Property, the Individual

Property shall not be released from the Lien held by the Administrative Agent (shall continue to be a Collateral Property) and there shall be no release of the Collateral relating to such Individual Property or the subject Borrowing Base Property Owner, until such time as the Release Conditions are satisfied with respect thereto.

**3.5 Additional Borrowing Base Property.** From time to time during the term of this Agreement following the Borrower's written request ("Additional Collateral Request"), the Required Lenders shall authorize the Administrative Agent to accept one or more Individual Properties as Borrowing Base Properties upon the satisfaction of the following conditions, in a manner reasonably acceptable to the Administrative Agent and the Required Lenders:

- (a) If sought by the Borrower, the Borrower shall have obtained Preliminary Approval for the addition of such Individual Property.
- (b) The Borrower (or applicable Loan Party) shall have satisfied all of the Borrowing Base Property Requirements as to such Individual Property.
- (c) The Borrower and the applicable Loan Parties shall have executed and delivered the documents set forth in Section 3.1
- (d) The Borrower shall pay or reimburse the Administrative Agent for all appraisal fees, title insurance and recording costs, reasonable legal fees and expenses and other costs and expenses incurred by Administrative Agent in connection with the additional Borrowing Base Property.
- (e) The Borrower, the subject Borrowing Base Property Owner, and the subject Individual Property shall have satisfied all applicable conditions precedent set forth in Article 5 prior to the inclusion of the Individual Property as a Borrowing Base Property.

The Administrative Agent shall give the Borrower prompt written notice of the decision of the Lenders with respect to the admission or rejection of any Individual Property as a Borrowing Base Property. To the extent that an Individual Property does not meet the requirements set forth above, the Borrower may nevertheless request that such Individual Property be included as a Borrowing Base Property and the Required Lenders may, in their sole and absolute discretion, agree to the acceptance of such Individual Property as an additional Borrowing Base Property.

#### **4. CONTINUING AUTHORITY OF AUTHORIZED OFFICERS.**

The Administrative Agent and each of the Lenders are authorized to rely upon the continuing authority of the Authorized Officers with respect to all matters pertaining to the Loan and the Loan Documents including, but not limited to, the selection of interest rates, the submission of requests for Loan Advances or Letters of Credit and certificates with regard thereto. Such authorization may be changed only upon written notice to Administrative Agent accompanied by evidence, reasonably satisfactory to Administrative Agent, of the authority of

such Authorized Officer giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Administrative Agent. The Authorized Officers as of the Closing Date are as set forth on Schedule 4.

#### **5. CONDITIONS PRECEDENT.**

**5.1 Closing Loan and Funding Initial Loan Advance.** It shall be a condition precedent of Lenders' obligation to close the Loan and to fund the initial proceeds of the Loan that each of the following conditions precedent be satisfied in full, unless specifically waived in writing by all of the Lenders at or prior to the date of this Agreement (the "Closing Date"):

5.1.1 Satisfactory Loan Documents. On the Closing Date, each of the Loan Documents shall be satisfactory in form, content and manner of execution and delivery to the Administrative Agent and the Administrative Agent's counsel and all Loan Documents shall be in full force and effect.

5.1.2 Financial Information: No Material Change.

(a) No change shall have occurred in the financial condition, business, affairs, operations or control of Borrower and/or the Loan Parties, since the date of their respective financial statements most recently delivered to Administrative Agent or any of the Lenders, which change has had or could reasonably be expected to have a Material Adverse Effect; and Borrower and the other Loan Parties shall have furnished Administrative Agent such other financial information, and certifications as reasonably requested by the Administrative Agent.

(b) The Borrower shall have provided to the Administrative Agent such certificates and other evidence as the Administrative Agent may reasonably require to evidence that the Borrower, CSC and each of the Borrowing Base Property Owners (both before and after giving effect to the Loan) is solvent, has assets having a fair value in excess of the amount required to pay such Person's probable liabilities and existing Debts as such become absolute and mature, and has adequate capital for the conduct of such Person's business and the ability to pay such Person's Debts from time to time incurred in connection therewith as such Debts mature, including the Closing Compliance Certificate (the "Closing Compliance Certificate") set forth as Exhibit F hereto or in such other form reasonably acceptable to the Administrative Agent.

5.1.3 Representations and Warranties Accurate. All representations and warranties made by or on behalf of any of the Borrower and the other Loan Parties, or any of them, to the Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall not omit any material fact necessary to make the same not materially misleading.

5.1.4 Validity and Sufficiency of Security Documents. The Security Documents shall create a valid and perfected lien in and to the Collateral and each of the Security Documents and related UCC filings will be filed to the satisfaction of the Administrative Agent and the Administrative Agent's counsel, including, without limitation, as follows:

(a) The Borrower, the other Loan Parties, and any other Persons executing Loan Documents on the Closing Date shall have delivered to the Administrative Agent with respect to the Security Documents or, in the case of UCC-1 financing statements, delivery of such financing statements in proper form for recording, and shall have taken all such other actions as may be necessary or, in the reasonable opinion of the Administrative Agent, desirable to perfect the Liens and security interests intended to be created by the Security Documents in the Collateral covered thereby; provided that, notwithstanding the foregoing, the recordation of the Security Documents and UCC filings, including, without limitation, the Mortgage, the Assignment of Leases, and the fixture filings, shall not be a condition precedent hereunder if the Administrative Agent has received gap title insurance acceptable to the Administrative Agent; and

(b) on or prior to the Closing Date, the Administrative Agent shall have received the results of a UCC, tax lien and judgment search as may be reasonably requested by the Administrative Agent with respect to the Borrower and any other Loan Parties, and the results of such search shall indicate there are no judgments which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect or Liens not permitted under the Loan Documents or to be satisfied with the proceeds of the initial Loan Advance or otherwise permitted by the Administrative Agent.

5.1.5 Litigation. On the Closing Date, there shall not be any actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of the Borrower's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, or the Borrower, any other Loan Party, or any other Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect.

5.1.6 Formation Documents and Entity Agreements. On the Closing Date, the Administrative Agent shall have received a certificate of an Authorized Officer of each Loan Party (or the manager or general partner of such Loan Party, as applicable) certifying as to (a) resolutions of such Loan Party authorizing and approving the transactions contemplated by the Loan Documents, and the execution and delivery thereof by such Loan Party in respect of the documents to which it is a party on its own behalf, or as a general partner or manager of such Loan Party, in respect of any of the Loan Documents, (b) signatures and incumbency of all Authorized Officers of such Loan Party (or the manager or general partner of such Loan Party, as applicable) executing



documentation on behalf of such entity or on behalf of such Loan Party, in connection with the transactions contemplated by the Loan Documents, (c) the Formation Documents of such Loan Party having been duly executed, delivered and filed (to the extent required by applicable Laws) and remaining in full force and effect and unmodified except as stated therein as of the date of such certificate (and annexing copies thereof) and (d) the good standing certificates of such Loan Party for (i) its state of formation and (ii) such other good standing certificates where the conduct of such Loan Party's business and ownership of its assets requires such qualification unless the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect on such Loan Party.

5.1.7 Compliance With Law. The Administrative Agent shall have received and approved evidence that there are no Laws which prohibit or adversely limit the capacity or authority of the Borrower or any Loan Party to enter into the Loan Documents and perform the obligations of such Person with respect thereto.

5.1.8 Compliance With Financial Covenants. The Lenders shall have received from the Administrative Agent the Closing Compliance Certificate or other evidence reflecting the Borrower's compliance with the Financial Covenants and the terms and conditions hereof after giving effect to this Agreement and the other Loan Documents.

5.1.9 Borrowing Base Property Due Diligence. The Administrative Agent shall have received and completed a review of such due diligence as the Administrative Agent may reasonably require with respect to any Borrowing Base Property, consistent with customary commercial lending practices for properties of a similar nature including, without limitation, satisfaction of the Borrowing Base Property Requirements.

5.1.10 Condition of Property. There shall have been no material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising or intended to comprise the Borrowing Base Properties.

5.1.11 Insurance. The Borrower shall have provided to the Administrative Agent with respect to each Borrowing Base Property, the Borrower, each other Loan Party and the Collateral evidence of: (i) insurance coverage which meets the property, hazard, and other insurance requirements set forth on Schedule 5.1.11 of this Loan Agreement to the satisfaction of Administrative Agent; and (ii) payment of the premiums for such insurance in accordance with the requirements set forth in Section 7.5.3.

5.1.12 Third Party Consents and Agreements. The Administrative Agent shall have received such third party consents and agreements, if any, as the Administrative Agent may reasonably require with respect to the entering into the Loan Documents and the performance of the obligations thereunder.

5.1.13 Legal and other Opinions. The Administrative Agent shall have received and approved legal opinion letters from counsel representing the Borrower and the other Loan Parties which meet Administrative Agent's legal opinion requirements and covering

such matters incident to the transactions contemplated herein as the Administrative Agent may request.

5.1.14 **No Default.** There shall not be any Default under any of the Loan Documents.

Notwithstanding anything to the contrary contained in this Agreement, with respect to any Existing Borrowing Base Property, the Administrative Agent and the Lenders hereby agree that the only closing requirements with respect to such Existing Borrowing Base Properties shall be receipt of (a) an amendment, restatement or amendment and restatement of the first priority Mortgage of such Existing Borrowing Base Properties, (b) an amendment, restatement or amendment and restatement of the first priority Collateral Assignment of Leases and Rents granted by each Borrowing Base Property Owner to the Administrative Agent, (c) a reaffirmation and amendment of the Environmental Indemnification Agreement applicable to each Borrowing Base Property, (d) a reaffirmation and amendment, as applicable, with respect to the Guaranty, the Collateral Assignment of Contract, the Pledge and Security Agreement and the Consent with respect to each Existing Borrowing Base Property, (e) satisfactory legal opinion letters from counsel representing the Borrower and the other Loan Parties with respect to such Existing Borrowing Base Properties, (f) a title policy "bring down" endorsement with respect to each existing title policy naming the Administrative Agent as insured with respect to each Existing Borrowing Base Property, (g) to the extent requested by the Administrative Agent, updated flood hazard searches and, if such Borrowing Base Property is in a flood zone, flood hazard insurance, (h) to the extent necessary, amendments to existing UCC financing statements and (i) such other documentation, to the extent not previously delivered and in the possession of the Administrative Agent, required under the definition of Borrowing Base Property Requirements, subject to Section 7.30; it being understood that (x) the Lenders will not require delivery of the documentation set forth on Schedule 5.1 and (y) upon execution of this Agreement, each Lender agrees that the Borrowing Base Property Requirements for each Existing Borrowing Base Property have been satisfied.

**5.2 Conditions to all Credit Extensions.** The obligation of each Lender to honor any Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of LIBO Rate Advances) is subject to the following conditions precedent:

5.2.1 **Representations and Warranties.** The representations and warranties of the Borrower and each other Loan Party contained in Article 6 or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 5.2, the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2.1 and Section 7.2.2;

provided that to the extent any representation or warranty made by the Borrower in this Agreement or any other Loan Document shall be incorrect or misleading in any material respect with respect to one or more Borrowing Base Properties such that this condition of Section 5.2.1 cannot be satisfied, the Borrower may remove a Borrowing Base Property pursuant to the terms of Section 3.3 (with a resulting decrease in the Borrowing Base Value) so that the conditions of this Section 5.2.1 may be satisfied.

5.2.2 No Default. No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

5.2.3 Financial Covenant Compliance. The Borrower shall be in compliance, on a pro forma basis after giving effect to such Credit Extension, with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower.

5.2.4 Loan Notice. The Administrative Agent and, if applicable, the L/C Issuer shall have received a Loan Notice in accordance with the requirements hereof.

Each request for a Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of LIBO Rate Advances) submitted by the Borrower shall be deemed to be a certification that the conditions specified in Sections 5.2.1, 5.2.2 and 5.2.3 have been satisfied on and as of the date of the applicable Credit Extension.

## **6. REPRESENTATIONS AND WARRANTIES.**

To induce the Lenders to enter into this Agreement and to make each Loan Advance, to issue each Letter of Credit and to otherwise complete all of the transactions contemplated hereby, the Borrower represents and warrants to the Administrative Agent and each Lender that:

**6.1 Formation.** Each Loan Party has been duly formed and is validly existing and in good standing as a corporation, partnership or limited liability company, as the case may be, under the laws of the State of its formation. Each Loan Party has the requisite corporate, partnership or company power and authority, as applicable, to own its assets and conduct its businesses as currently conducted and owned, and to enter into and perform its obligations under each Loan Document to which it is a party. Each Loan Party is in good standing and authorized to do business in each jurisdiction where the ownership of its assets and/or the conduct of its business requires such qualification except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

**6.2 Proceedings; Enforceability.** Each Loan Party has taken all requisite corporate, partnership or limited liability company action, as applicable, to authorize the execution, delivery and performance by such Loan Party of the Loan Documents to which it is a party. Each Loan Document which is required to be executed and delivered on or prior to the date on which this representation and warranty is being made has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of each Loan Party thereto, enforceable against

each such Loan Party in accordance with its respective terms except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

**6.3 Conflicts.** Neither the execution, delivery and performance of the Loan Documents by the Loan Parties nor compliance by any Loan Party with the terms and provisions thereof (including, without limitation, the granting of Liens pursuant to the Security Documents), (a) will contravene any provision of any Law or any order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Borrower, the Property or any Loan Party, (b) will conflict with or result in any breach of any of the terms, covenants, conditions of, or constitute a default under, or result in the creation or imposition (or the obligation to create or impose) of any Lien (except pursuant to the Security Documents) upon any of the property or assets of any Loan Party pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan agreement or any other agreement, contract or instrument to which any Loan Party is a party or by which it or any of its properties or assets is bound or to which it may be subject, or (c) will violate any provision of any Formation Document of any Loan Party.

**6.4 Ownership and Taxpayer Identification Numbers** All of the partners, owners, stockholders, and members, respectively and as may be applicable, of each Loan Party (other than the Borrower and CSC) are listed in Schedule 6.4 (as such may be updated from time to time). Set forth on Schedule 6.4 (as such may be updated from time to time) is the exact correct and legal name, tax identification number(s) and state of incorporation or organization of the Borrower, CSC and each other Loan Party and whether such Loan Party owns a Borrowing Base Property. Each Borrowing Base Property Owner is a Wholly-Owned Subsidiary of the Borrower.

**6.5 Litigation.** There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of each Loan Party's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, any Loan Party, the Collateral or any Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, could (a) materially adversely affect a Borrowing Base Property or (b) have or reasonably be expected to have a Material Adverse Effect.

**6.6 Information.** All factual information furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders (including, without limitation, all information contained in the Loan Documents) for purposes of or in connection with this Agreement, the other Loan Documents or any transaction contemplated herein or therein is, and all other such factual information hereafter furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information not misleading in any material respect at such time in light of the circumstances under which such information was provided. There is no material fact presently known to the Borrower which has

not been disclosed to the Administrative Agent, and thereupon disclosed by the Administrative Agent to the Lenders, which could reasonably be expected to have a Material Adverse Effect.

**6.7 Taxes.** All Loan Parties have made all required tax filings and are not delinquent in the payment of any federal, state and local taxes, assessments, impositions or other governmental charges applicable to them and/or their respective assets, except to the extent same are being contested in a manner which complies with the requirements of Section 8.2.4.

**6.8 Financial Information.** The Consolidated financial statements of CSC and the consolidating financial statements of the Borrower and each Borrower Subsidiary delivered to the Administrative Agent (and which statements the Administrative Agent has delivered to the Lenders) present fairly the (a) financial condition of CSC and its Subsidiaries and the Borrower and the Borrower Subsidiaries, as applicable, as of the dates of such statements and (b) results of operations for the periods covered thereby. Since the dates of the relevant financial statements, no change has occurred which could reasonably be expected to have a Material Adverse Effect. All financial statements of CSC, the Borrower, the Borrower Subsidiaries, or any other Loan Party hereafter furnished to the Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall fairly present the financial condition of CSC, the Borrower, the Borrower Subsidiaries and/or respective Loan Party, as applicable, as of the date thereof.

**6.9 Control Provisions.** The Borrower controls, directly or indirectly, and without the requirement for consent of any other Person (other than CSC), the management of each Borrowing Base Property Owner, subject to the rights of those minority or other equity interest holders as the Administrative Agent may approve.

**6.10 Formation Documents.** The Borrower has delivered or caused to be delivered to the Administrative Agent true and complete copies of all Formation Documents of the Loan Parties, and all amendments thereto.

**6.11 Bankruptcy Filings.** No Loan Party is contemplating either a filing of a petition under any Debtor Relief Laws or the liquidation of all or a major portion of its assets or property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against any Loan Party.

**6.12 Investment Company.** No Loan Party is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

**6.13 [Reserved].**

**6.14 Borrowing Base Properties.**

6.14.1 Licenses and Permits. The Borrowing Base Property Owners possess such Licenses and Permits issued by the appropriate federal, state, or local regulatory agencies or bodies necessary to own and operate each Borrowing Base Property, except where the

failure to possess any such License or Permit could not reasonably be expected to have a Material Adverse Effect. The Borrowing Base Property Owners are in material compliance with the terms and conditions of all such Licenses and Permits, except where the failure so to comply could not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. All of the Licenses and Permits are valid and in full force and effect, except where the invalidity of such Licenses and Permits or the failure of such Licenses and Permits to be in full force and effect could not reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any of the Borrowing Base Property Owners has received any written notice of proceedings relating to the revocation or modification of any such Licenses and Permits which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to result in a Material Adverse Effect.

6.14.2 Ownership. (a) The Borrowing Base Property Owners have either (i) fee simple title to the Borrowing Base Properties or (ii) a leasehold estate interest in the Borrowing Base Properties, as set forth in Schedule 6.14.2 (as such may be updated from time to time), which such schedule (as it may be updated from time to time) also sets forth the current appraised value of each such Borrowing Base Property; (b) the interest of the Borrowing Base Property Owners in the Borrowing Base Properties are not subject to any Liens except for those in favor of the Administrative Agent for the ratable benefit of the Lenders securing the repayment of Obligations and other Permitted Liens, (c) neither the Borrower, CSC, nor any of the Borrowing Base Property Owners has received written notice of the assertion of any material valid claim by anyone adverse to any Loan Party's ownership, or leasehold rights in and to any Borrowing Base Property and (d) no Person has an option or right of first refusal to purchase all or part of any Borrowing Base Property or any interest therein which has not been waived (except as disclosed in writing and approved by the Required Lenders).

6.14.3 Environmental Matters. Except to the extent (i) the failure of the following to be true could not reasonably be expected to have a Material Adverse Effect or (ii) disclosed in writing to the Lenders prior to the Individual Property becoming a Borrowing Base Property either pursuant to an Environmental Report (as defined in the applicable Environmental Indemnity Agreement) or in the S-11 registration statement filed by the Borrower on October 23, 2003 (it being understood that any such disclosure is limited to the facts known at the time such Individual Property became a Borrowing Base Property and does not include any new information or any change in facts regarding such disclosure that occurs at a later date), (a) each Borrowing Base Property is free of any Hazardous Materials in violation of any Environmental Laws applicable to such property; (b) none of the Borrowing Base Property Owners nor any Loan Party has received any written notice of a claim under or pursuant to any Environmental Legal Requirements applicable to a Borrowing Base Property or under common law pertaining to Hazardous Materials on or originating from any Borrowing Base Property and (c) none of the Borrowing Base Property Owners or any Loan Party has received any written notice from any Governmental Authority claiming any material violation of any Environmental Legal Requirements that is uncured or unremediated.

6.14.4 Leases. (a) with respect to the Borrowing Base Properties, each Major Lease is in full force and effect, (b) to the Borrower's knowledge, none of the Borrowing Base Property Owners is in default after notice and the expiration of all applicable cure periods in the performance of any material obligation under any Major Lease and the Borrower has no knowledge of any circumstances which, with the passage of time or the giving of notice, or both, would constitute an event of default by any party under any of the Major Leases, (c) to the Borrower's knowledge, no tenant is in default after notice and the expiration of all applicable cure periods in the performance of any material obligation under any Major Lease, (d) to the Borrower's knowledge, there are no actions, voluntary or involuntary, pending against any tenant under a Major Lease under any Debtor Relief Laws, and (e) none of the Major Leases and none of the rents or other amounts payable thereunder has been assigned, pledged or encumbered by any of the Borrowing Base Property Owners or any other Person, except with respect to the Lien in favor of the Administrative Agent on behalf of the Lenders securing the repayment of Obligations.

6.14.5 Ground Lease. (a) each Ground Lease with respect to a Borrowing Base Property is valid, binding and in full force and effect as against the applicable Borrowing Base Property Owners and, to the Borrower's knowledge, the other party thereto, (b) none of Borrowing Base Property Owner's interest in the Ground Leases is subject to any pledge, lien, assignment, license or other agreement granting to any third party any interest therein, (c) no payments under any Ground Lease with respect to a Borrowing Base Property are delinquent, and to the knowledge of the Borrower, there does not exist under any of the Ground Leases any default after notice and expiration of all applicable cure periods in the performance of any material obligation under a Ground Lease, and (d) the identity of each ground lessor under a Ground Lease with respect to a Borrowing Base Property and whether each such ground lessor is an Affiliate of any Loan Party are set forth in Schedule 6.14.5 (as such may be updated from time to time).

**6.15 Margin Regulations; Use of Proceeds**. The Loan Parties are not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System of the United States), or extending credit for the purpose of purchasing or carrying margin stock. The proceeds of the Loan shall be used solely and exclusively as provided in Section 8.13. No portion of the proceeds of the Loan shall be used directly or indirectly, and whether immediately, incidentally or ultimately (a) to purchase or carry any margin stock or to extend credit to others for the purpose thereof or to repay or refund indebtedness previously incurred for such purpose, or (b) for any purpose which would violate or be inconsistent with the provisions of regulations of the Board of Governors of the Federal Reserve System including, without limitation, Regulations T, U and X thereof.

**6.16 Insurance**. The Collateral Properties are insured by insurers of recognized financial responsibility against such losses and risks in compliance with the requirements of Schedule 5.5.1 hereto.

**6.17 Deferred Compensation and ERISA.** Neither the Borrower nor any other Loan Party or any ERISA Affiliate, has any employee pension benefit plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA nor maintains any employee welfare benefit plan (as defined in Section 3(1) of ERISA) that primarily provide for health and welfare benefits to retired employees or other former employees (other than as required by Section 601 of ERISA).

**6.18 [Reserved].**

**6.19 No Default.** There is no Default on the part of the Borrower or any of the other Loan Parties under this Agreement or any of the other Loan Documents and no event has occurred and is continuing which could constitute a Default under any Loan Document.

**6.20 Governmental Authorizations: Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person that has not been obtained or delivered is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

**6.21 Qualification as a REIT.** CSC qualified as a REIT under the provisions of the Code, as applicable, for its fiscal year ended December 31, 2008, and has remained qualified from December 31, 2008 through the date hereof. All appropriate federal income tax returns for the fiscal years through December 31, 2008 have been filed by CSC with the IRS and no previously filed return has been examined and reported on by the IRS. CSC has not incurred any liability for excise taxes pursuant to Section 4981 of the Code. CSC is organized in conformity with the requirements for qualification as a REIT pursuant to Sections 856 through 860 of the Code, and CSC's proposed method of operation consistent with CSC's business and the business activities contemplated by this Agreement will enable it to meet the requirements for qualification and taxation as a REIT under the Code.

**6.22 Compliance with Laws.** Each Loan Party is in compliance in all material respects with the requirements of all Laws applicable to it or to its properties, except in such instances in which (a) such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**6.23 Property Matters.**

6.23.1 Major Leases. Set forth on Schedule 6.23.1 is a list of all Major Lease locations and the tenants party to Leases at such Major Lease locations (as updated from time to time).

6.23.2 Borrowing Base Properties. Set forth on Schedule 6.4 is a list of each Borrowing Base Property with detail indicating the owner of each Borrowing Base Property and the location of each Borrowing Base Property.



6.23.3 Flood Hazard. Except to the extent covered by flood insurance required by Schedule 5.1.11, if any, no Borrowing Base Property is located in an area designated by the Federal Emergency Management Agency as having special flood or mudslide hazards.

**6.24 Solvency.** After giving effect to the transactions contemplated hereby, (a) each of the Loan Parties is solvent and is able to pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, and (b) the fair saleable value of each Loan Party's assets, measured on a going concern basis, exceeds all probable liabilities, including those to be incurred pursuant to this Agreement. After giving effect to the transactions contemplated hereby, none of the Loan Parties (i) has unreasonably small capital in relation to the business in which it is or proposes to be engaged or (ii) has incurred, or believes that it will incur debts beyond its ability to pay such debts as they become due; provided that nothing contained in subclause (i) shall require any equity holder to make any capital contribution to comply with this subclause (i). In executing the Loan Documents and consummating the transactions contemplated hereby, none of the Loan Parties intends to hinder, delay or defraud either present or future creditors or other Persons to which one or more of the Loan Parties is or will become indebted.

#### **7. AFFIRMATIVE COVENANTS.**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall, and shall cause, with respect to Sections 7.3 through 7.13, inclusive and Sections 7.18, 7.28, 7.29 and 7.30, each Loan Party to:

**7.1 Notices.** Within five (5) business days after obtaining actual knowledge thereof, notify the Administrative Agent in writing (and the Administrative Agent shall thereafter promptly notify the Lenders) of the following: (a) occurrence of any act, event or condition which constitutes a Default or Event of Default under any of the Loan Documents; and (b) any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect. Any notification delivered pursuant to clause (a) of this Section 7.1 shall include a written statement of any remedial or curative actions, if applicable, which the Borrower proposes to undertake and/or to cause any of other Loan Parties to cure or remedy such Default or Event of Default.

**7.2 Financial Statements; Reports; Officer's Certificates.** Furnish or cause to be furnished to the Administrative Agent (and the Administrative Agent shall thereafter promptly furnish copies of same to the Lenders) from time to time, the following financial statements, reports, certificates, and other information, all in form and manner of presentation reasonably acceptable to the Administrative Agent:

7.2.1 Annual Statements. As soon as available and in any event no later than the earlier of (a) to the extent applicable, five days following the date CSC is required by the SEC to deliver its Form 10-K for each Fiscal Year and (b) ninety (90) days after the

close of each Fiscal Year, (i) the Consolidated statements of financial condition of CSC, as at the end of such Fiscal Year and the related Consolidated statement of income and retained earnings and statement of cash flows for such Fiscal Year, in each case, commencing with the Fiscal Year ending December 31, 2009, setting forth comparative figures for the preceding fiscal year and certified by Ernst & Young LLP or other independent registered public accounting firm of recognized national standing reasonably acceptable to the Administrative Agent, in an unqualified opinion which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit, (ii) consolidating income statements for the Borrower and each Borrower Subsidiary; such financial statements to include and to be supplemented by such detail and supporting data and schedules as the Administrative Agent may from time to time reasonably determine and (iii) updated two-year Cash Flow Projection specifically identifying, without limitation, (A) any changes to the Cash Flow Projection provided in the immediately prior Officer's Certificate and (B) any Distributions projected during the next one-hundred and eighty (180) days.

7.2.2 Periodic Statements. As soon as available and in any event no later than the earlier of (a) to the extent applicable, five days following the date CSC is required by the SEC to deliver its Form 10-Q for each fiscal quarter, and (b) forty-five (45) days after the close of each fiscal quarter (except for the quarter ending on December 31), (i) the Consolidated statement of financial condition of CSC, as at the end of such quarterly period, (ii) the related Consolidated statement of income and retained earnings (for the current quarter and on a year to date basis), and (iii) the Consolidated statement of cash flows (on a year to date basis), in each case commencing with the fiscal quarter ending June 30, 2009, setting forth comparative figures for the related periods in the prior Fiscal Year, internally prepared in accordance with GAAP, consistently applied, subject to normal year-end audit adjustments, all in form and manner of presentation reasonably acceptable to the Administrative Agent, such financial statements to include and to be supplemented by such detail and supporting data and schedules as the Administrative Agent may from time to time reasonably determine, together with consolidating income statements for the Borrower and each Borrower Subsidiary.

7.2.3 Borrowing Base Property Reports Quarterly and annually, upon delivery of each of the financial statements required pursuant to Sections 7.2.1 and 7.2.2, above, the following financial statements for each of the Borrowing Base Property Owners internally prepared by the Borrower and certified by the Borrower to be true, accurate and complete in all material respects: (a) to the extent not included in the deliveries under Section 7.2.1. or 7.2.2, an operating statement showing all Net Operating Income, including, without limitation, the results of operation for the current quarter and on a year-to-date basis for the period just ended and, annually, an operating statement for the year just ended; and (b) in the form customarily used by the Borrower, a detailed, current rent roll of the subject Borrowing Base Property, containing such details as the Administrative Agent may reasonably request.

7.2.4 SEC Reports. Within five (5) days after being received, copies of all correspondence from the SEC, other than routine non-substantive general communications from the SEC.

7.2.5 Compliance Certificates. Quarterly and annually, upon delivery of each of the financial statements required pursuant to Sections 7.2.1 and 7.2.2 above, (a) a Compliance Certificate in form of Exhibit C, annexed hereto, together with an Officer's Certificate from the Borrower providing and otherwise certifying (i) the compliance or non-compliance by the Borrower with the Financial Covenants, including such supporting detail as is reasonably deemed necessary by the Administrative Agent to verify the calculations incorporated therein, (ii) a report containing, to the extent not included in the deliveries under Sections 7.2.1, 7.2.2, or 7.2.3 for all Individual Properties, a summary listing of all Net Operating Income, revenues, rent roll, mortgage Debt, if any, and, in addition, for each Individual Property acquired during the quarter just ended, the cost basis and the amount and terms of any assumed Debt, (iii) a certification that the financial statements fairly present in all material respects the Consolidated financial condition of CSC and that no Default or Event of Default has occurred and is continuing, or if it is, a statement as to the nature thereof; (iv) a listing of all filings by the Borrower or CSC with the SEC, including, without limitation, full copies of CSC's 10-Q and 10-K filings; (v) Cash Flow Projections, as required under Section 7.2.1 and 7.2.2, specifically identifying, without limitation, (A) any changes to the Cash Flow Projection provided in the immediately prior Officer's Certificate and (B) any Distributions projected during the next one-hundred and eighty (180) days and (C) a consolidated Adjusted FFO; (vi) a list of any Major Leases entered into during the most recent fiscal quarter and any existing Leases that became Major Leases during the most recent fiscal quarter and (vii) any material change in accounting policies required by GAAP or financial reporting practices by any Loan Party or their Subsidiaries.

7.2.6 Data Requested. Within a reasonable period of time and from time to time, such other financial data or information as the Administrative Agent may reasonably request with respect to the Collateral Properties, the Borrower, and/or the other Loan Parties including, but not limited to, rent rolls, aged receivables, aged payables, leases, budgets, forecasts, reserves, cash flow projections, deposit accounts, mortgage information, physical condition of the Collateral Properties and pending lease proposals;

7.2.7 Tax Returns. Upon the Administrative Agent's request, copies of all federal and state tax returns of the Borrower and the other Loan Parties;

7.2.8 Lease Notices. Concurrently with the giving or receipt thereof, and within ten (10) Business Days of receipt thereof, copies of all notices of default given or received by any Loan Party with respect to any Major Lease.

7.2.9 Ground Lessor Interest Notices. Concurrently with the giving thereof, and within five (5) Business Days of receipt thereof, copies of all material notices, other than

routine correspondence, given or received by any Loan Party with respect to any Ground Lease with respect to a Borrowing Base Property.

7.2.10 Entity Notices. Concurrently with the issuance thereof, copies of all material written notices (excluding routine correspondence) given to the partners, owners, stockholders, and/or members, respectively, of the Borrower.

7.2.11 Property Acquisition or Sale. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to a proposed sale or acquisition of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate.

7.2.12 Property Finance. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to (a) a proposed finance or refinance of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate, (b) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt which is recourse to the Borrower, or any other default or event of default under any Debt which is recourse to the Borrower, the occurrence of which could reasonably be expected to have a Material Adverse Effect, or (c) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt in excess of \$10,000,000 which is secured by an Individual Property, or any other default or event of default under any Debt in excess of \$10,000,000 which is secured by an Individual Property, the occurrence of which could reasonably be expected to have a Material Adverse Effect.

7.2.13 Notice of Litigation. Within ten (10) Business Days after an Authorized Officer obtains knowledge thereof, written notice of any pending or, to the best of such Person's knowledge, threatened action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) relating in any way to the Loan, the transactions contemplated in the Loan Documents (including, without limitation, with regard to all Distributions), or the transactions contemplated in any documentation executed in connection therewith, or the Borrower, any other Loan Party, any other Borrower Subsidiary or any Borrowing Base Property, which is not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which could reasonably be expected to have a Material Adverse Effect or a material adverse effect on a Borrowing Base Property.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to

such Persons' securities. The Borrower hereby agrees that so long as the Borrower or CSC is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 15.20); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arranger shall be entitled to treat and shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated "Public Side Information." Notwithstanding the foregoing, (i) the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC" and (ii) no Public Lender shall be permitted to withhold, condition or delay its approval or consent to any matter hereunder based solely on such Public Lender's failure or refusal to receive and/or review non-Public Borrower Materials.

**7.3 Existence.** (a) Preserve, renew and keep in full force and effect (i) the partnership, limited liability company or corporate existence, as applicable, of each Loan Party and (ii) the material rights, licenses, permits and franchises of each Loan Party, (b) comply with all Laws and other Laws applicable to it and its assets, business and operations, the non-compliance with which could reasonably be expected to have a Material Adverse Effect, (c) to the extent applicable, at all times maintain, preserve and protect all material franchises and trade names and all the remainder of its property used or useful in the conduct of its business, and (d) keep and cause each Loan Party to keep, its assets in good working order and repair, ordinary wear and tear and damage by casualty or taking by condemnation excepted, and from time to time make, or cause to be made, all reasonably necessary repairs, renewals, replacements, betterments and improvements thereto.

**7.4 Payment of Taxes.** Duly pay and discharge, before the same shall become overdue, all taxes, assessments, impositions, and other governmental charges payable by it or with respect to the Collateral Properties, to the extent that same are not paid by the tenants under the respective Leases; provided, however, the failure of any Loan Party to pay such taxes, assessments, impositions, or other governmental charges shall not constitute a Default or Event of Default as long as same are being contested in a manner which complies with the requirements of Section 8.2.4.

**7.5 Insurance; Casualty, Taking.**

7.5.1 General Insurance Requirements. Maintain or cause the appropriate Person to maintain in full force and effect the following insurance: (a) the Collateral

Properties shall be insured by insurers of recognized financial responsibility against such losses and risks in compliance with the Major Leases and the requirements set forth in Schedule 5.1.11 hereto, and (b) all other assets of the Borrower and the Borrower Subsidiaries shall be insured with such insurance as is reasonable and usual for Persons conducting business operations similar to those of the Borrower and in compliance with the terms of any secured financing with respect thereto.

**7.5.2 Excess Insurance Coverage.** Without limiting the generality of the insurance requirements set forth herein, only if commercially available at commercially reasonable rates (in an amount reasonably consistent with the amount of such insurance generally obtained by companies engaging in real estate business operations of a similar size and nature as that of the Borrower) either (a) the insurance policies required hereunder shall not include any so called "terrorist exclusion" or similar exclusion or exception to insurance coverage relating to the acts of terrorist groups or individuals, or (b) excess or blanket coverage with respect thereto shall be provided, which excess or blanket coverage must be in an amount, from an insurer, and in accordance with terms and conditions reasonably acceptable to the Administrative Agent.

**7.5.3 Payment of Premiums.** All insurance premiums shall be paid, at the Borrower's option either annually in advance or in installments when due, and the Administrative Agent shall be provided with evidence of such payment of insurance premiums (or evidence of the relevant installment payment) prior to each renewal or replacement of such coverages.

**7.5.4 Notice of Damage.** In the event of any damage or destruction to any Collateral Property by reason of fire or other hazard or casualty, the Borrower shall give immediate written notice thereof to the Administrative Agent. If there is any condemnation for public use of any Collateral Property the Borrower shall give immediate written notice thereof to the Administrative Agent (and the Administrative Agent shall thereafter promptly notify the Lenders). With respect to any such condemnation, the Borrower shall make the Mandatory Principal Payment, if any is required, set forth herein. Further, the Borrower shall upon the request of the Administrative Agent provide to the Administrative Agent a report as to the status of any insurance adjustment, condemnation claim, or restoration resulting from any casualty or taking.

**7.6 Inspection.** Permit the Administrative Agent and the Lenders and its/their agents, representatives and employees to inspect the Collateral Properties, and any and all other assets of the Borrower or any of the Loan Parties, at reasonable hours upon reasonable notice, subject to the rights of tenants therein. The Borrower shall be responsible for the reasonable costs incurred by the Administrative Agent of one such inspection of each Borrowing Base Property or other asset per year, and all such inspections if an Event of Default is in existence.

**7.7 Loan Documents.** Observe, perform and satisfy all the terms, provisions, covenants and conditions to be performed by it under, and to pay when due all costs, fees and expenses, and other Obligations to the extent required under, the Loan Documents.

**7.8 Further Assurances.** Execute and deliver to the Administrative Agent such documents, instruments, certificates, assignments and other writings, and do such other acts, necessary or desirable in the reasonable judgment of the Administrative Agent, to evidence, preserve and/or protect the Collateral at any time securing or intended to secure the Obligations or for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents.

**7.9 Books and Records.** Maintain and keep in accordance with GAAP (or such other accounting basis reasonably acceptable to the Administrative Agent), proper and accurate books, records and accounts reflecting all of the financial affairs of the Borrower and such other Loan Parties and the Borrower Subsidiaries and all items of income and expense in connection with their respective business and operations and in connection with any services, equipment or furnishings provided in connection with the operation of the business of the Borrower, the other Loan Parties, and the Borrower Subsidiaries, whether such income or expense is realized thereby or by any other Person. The Administrative Agent shall have the right, not more than once each quarter (unless an Event of Default shall have occurred and be continuing in which case as often as the Administrative Agent shall reasonably determine), during normal business hours and upon reasonable notice, to examine such books, records and accounts at the office of the Person maintaining such books, records, correspondence, and accounts and to make such copies or extracts thereof as the Administrative Agent shall desire at the Administrative Agent's cost and expense. The Borrower shall give the Administrative Agent fifteen (15) Business Days notice of any change in the location of its financial records from the address specified at the beginning of this Agreement. The Administrative Agent may discuss the financial and other affairs of the Borrower, the other Loan Parties, and Borrower Subsidiaries with any of its partners, owners, and any accountants hired by the Borrower, it being agreed that the Administrative Agent and each of the Lenders shall use reasonable efforts not to divulge information obtained from such examination to others except in connection with Laws and in connection with administering the Loan, enforcing its rights and remedies under the Loan Documents and in the conduct, operation and regulation of its banking and lending business (which may include, without limitation, the transfer of the Loan or of participation interests therein). Any assignee or transferee of the Loan, co-lender, or any holder of a participation interest in the Loan shall deal with such information in the same manner and in connection with any subsequent transfer of its interest in the Loan or of further participation interests therein.

**7.10 Business and Operations.** (a) Continue to engage in the type of businesses, acquisition, sale, financing, development and operation of retail properties and usual and customary uses incidental to such retail activities presently conducted by them as of the Closing Date, respectively, and (b) be qualified to do business and in good standing under the Laws of each jurisdiction, and otherwise to comply with all Laws, as and to the extent the same are required for the ownership, maintenance, management and operation of the assets of such Person except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

**7.11 Title.** (a) Warrant and defend (i) the title to each item of Collateral owned by such Person and every part thereof, subject only to Permitted Liens, (ii) the validity and priority

of the Liens and security interests held by the Administrative Agent pursuant to the Loan Documents, in each case against the claims of all Persons whomsoever, and (iii) the title to and in the Collateral Properties, and (b) the Borrower and the other Loan Parties shall be responsible, jointly and severally, to reimburse the Administrative Agent and the Lenders for any losses, costs, damages or expenses (including reasonable attorneys' fees and court costs) incurred by the Administrative Agent and/or any of the Lenders if an interest in any item of Collateral, other than as permitted hereunder, is claimed by another Person.

**7.12 Estoppel.** Within ten (10) Business Days after a request therefor from the Administrative Agent, which request shall not be made by the Administrative Agent more than once each Fiscal Year, furnish to the Administrative Agent a statement, duly acknowledged and certified, setting forth (a) the amount then owing by the Borrower in respect of the Obligations, (b) the date through which interest on the Loan has been paid, (c) any offsets, counterclaims, credits or defenses to the payment by any Loan Party to the Obligations of which the Borrower has knowledge and (d) whether any written notice of Default from the Administrative Agent to the Borrower or any of the other Loan Parties is then outstanding and acknowledging that this Agreement and the other Loan Documents are in full force and effect and unmodified, or if modified, giving the particulars of such modification.

**7.13 ERISA.** As soon as possible and, in any event, within ten (10) days after any Loan Party, Borrower Subsidiary, or any ERISA Affiliate knows of the occurrence of any of the following which could reasonably be expected to have a Material Adverse Effect, deliver to the Administrative Agent a certificate of an executive officer of the Borrower setting forth details as to such occurrence and the action, if any, that the applicable the Borrower or other Loan Party or Borrower Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by such the Borrower, Loan Party, the ERISA Affiliate, the PBGC, a Plan participant or the Plan administrator with respect thereto: (a) that a Reportable Event has occurred; (b) that any Plan has been deemed to be in "at risk status" (as defined in Section 430(i)(4) of the Code without regard to 430(i)(4)(B) relating to the transition rule) (c) that the minimum required contribution (as defined in Section 430(a) of the Code) to a Plan has not been timely made; (d) that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA; (e) that proceedings may be or have been instituted to terminate or appoint a trustee to administer a Plan; (f) that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; (g) that such the Borrower, Loan Party, Borrower Subsidiary, or ERISA Affiliate will or may incur any liability (including any indirect, contingent, or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or with respect to a Plan under Section 401(a)(29), 4971, 4975 or 4980 of the Code or Section 409 or 502(i) or 502(l) of ERISA; or (h) or that such the Borrower, the Loan Party or Borrower Subsidiary may incur any material liability pursuant to any employee welfare benefit plan (as defined in Section 3(l) of ERISA) that provides benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) or any employee pension benefit plan (as defined in Section 3(2) of ERISA). Upon the request of the Administrative Agent, the Borrower shall (and shall cause the other Loan Parties, ERISA Affiliates and Borrower Subsidiaries to) deliver to the Administrative Agent a complete copy of the annual report (Form 5500) of each Plan required to be filed with



the Department of Labor. In addition to any certificates or notices delivered to the Administrative Agent pursuant to the first sentence hereof, copies of any material notices received by the Borrower, a Loan Party, a Borrower Subsidiary, or any ERISA Affiliate with respect to any Plan shall be delivered to the Administrative Agent no later than ten (10) days after the date such report has been filed with the Internal Revenue Service, the Department of Labor, or the PBGC or such notice has been received by the Borrower, Loan Party or Borrower Subsidiary or ERISA Affiliate, as applicable.

**7.14 [Reserved].**

**7.15 Costs and Expenses.** Pay all costs and expenses as required by Section 15.9.1.

**7.16 Appraisals.**

7.16.1 Appraisal. The Administrative Agent shall have the right at its option to the extent that (a) the existing applicable appraisal is more than twelve (12) months old or (b) in the Administrative Agent's reasonable discretion, the value of any Borrowing Base Property has been materially impacted, to order an Appraisal of one or more of the Borrowing Base Properties prepared at the Administrative Agent's direction by an appraiser selected by the Administrative Agent, after notice to the Borrower. An appraiser selected by the Administrative Agent shall be an MAI member with an appropriate level of professional experience appraising commercial properties in the respective area(s) of the Borrowing Base Properties and otherwise qualified pursuant to provisions of applicable Laws under and pursuant to which the Administrative Agent operates. At any time, the Borrower shall have the right at its option and at its own expense to order an Appraisal of one or more Borrowing Base Properties by an appraiser selected by the Borrower and approved by the Administrative Agent, such approval not to be unreasonably withheld, conditioned or delayed.

7.16.2 Costs of Appraisal. The Borrower shall pay for the costs of each Appraisal and each updated Appraisal requested by the Administrative Agent only (a) after the occurrence of an Event of Default, or (b) in connection with an annual Appraisal to be ordered by the Administrative Agent for each Borrowing Base Property, or (c) in connection with any request by the Borrower to extend the Initial Maturity Date to the Extended Maturity Date, or (d) if, in the Administrative Agent's reasonable discretion, the value of any Borrowing Base Property has been materially impacted.

**7.17 Indemnification.** At all times, both before and after repayment of the Loan, at its sole cost and expense defend, indemnify, exonerate and save harmless the Administrative Agent and each of the Lenders and all those claiming by, through or under the Administrative Agent and each of the Lenders as required by Section 15.9.2.

**7.18 Leasing Matters.** The Loan Parties may enter into, modify, terminate, or amend any Lease for any Individual Property without the approval of the Administrative Agent or the Lenders; provided that the Borrower shall provide the Administrative Agent ten (10) Business Days notice prior to entering into (a) any Major Lease, (b) any material modification or

amendment to any Major Lease or (c) any optional termination, cancellation or surrender of any Major Lease by any Loan Party thereto.

**7.19 [Reserved]**

**7.20 Leverage Ratio.** Maintain a Leverage Ratio as determined as of each Calculation Date of less than sixty-seven and a half percent (67.5%). The Leverage Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

**7.21 Fixed Charge Ratio.** Maintain a Fixed Charge Ratio as determined as of each Calculation Date of not less than 1.35:1. The Fixed Charge Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be verified by the Administrative Agent.

**7.22 Net Worth.** Maintain a Net Worth as determined as of each Calculation Date equal to or greater than the aggregate of (a) \$468,622,000 plus (b) eighty-five percent (85%) of the cumulative net cash proceeds received from and the value of assets acquired (net of (i) underwriters' discounts, commissions and other reasonable out-of-pocket expenses of issuance actually paid to any Person (other than a Loan Party or an Affiliate of any Loan Party) and (ii) Debt incurred or assumed in connection therewith) through the issuance of Capital Stock by CSC after June 30, 2009. The Net Worth covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

**7.23 Borrowing Base Property Covenants.**

7.23.1 Occupancy Ratio. Not permit the aggregate Occupancy Ratio for the Borrowing Base Properties (determined on an aggregate rentable square foot basis) to be less than Eighty-Five (85%) percent for any period of ninety (90) consecutive days.

7.23.2 Retail Center. Maintain each Borrowing Base Property at all times as a retail center located in the United States owned by a Borrowing Base Property Owner.

7.23.3 Business Strategy. Maintain ownership of each Borrowing Base Property at all times consistent with the Borrower's business strategy, and each Borrowing Base Property shall at all times be of an asset quality consistent with the quality of Borrowing Base Properties owned by the Borrowing Base Property Owners as of the date hereof.

7.23.4 Estoppels and SNDA Agreements. Within thirty (30) days subsequent to the date that a Compliance Certificate is required to be delivered pursuant to Section 7.2.5, use commercially reasonable efforts to obtain an executed estoppel and subordination, non-disturbance and attornment agreement (to the extent such Lease is not subordinated by its terms) from the tenant under any Lease that became a Major Lease during the most recent fiscal quarter (but after the Closing Date). To the extent such estoppel and/or subordination, non-disturbance and attornment agreement cannot be

obtained, provide the Administrative Agent evidence of the matters or issues preventing such agreements from being executed.

7.23.5 **Title Insurance.** Within thirty (30) days subsequent to the date the title insurance on a Borrowing Base Property is less than 67.5% of its Appraised Value (as a result of a new Appraisal pursuant to Section 7.16), increase the amount of title insurance such that the title insurance on such Borrowing Base Property is equal to 67.5% of its Appraised Value.

7.24 **Variable Rate Debt.** Maintain an aggregate Pro Rata Share of the Debt (including the Loan) of the Consolidated CSC Entities which is Variable Rate Indebtedness of not more than thirty-five (35%) percent of the Total Asset Value.

7.25 **Replacement Documentation.** Upon receipt of an affidavit of an officer of the Administrative Agent as to the loss, theft, destruction or mutilation of the Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such Note or other security document, the Borrower will issue, in lieu thereof, a replacement Note or other security document in the same principal amount thereof and otherwise of like tenor.

7.26 **Maintenance of REIT Status.** CSC shall engage in such business activities, and shall refrain from engaging in such activities, so as to continue to meet the requirements for qualification and taxation as a REIT under the Code.

**7.27 The Lenders' Consultants.**

7.27.1 **Right to Employ.** The Borrower agrees that the Administrative Agent shall have the right to employ on its behalf and on behalf of the Lenders, its own personnel, or one or more engineers, architects, environmental advisors, scientists, accountants, and attorneys to act as an advisor to the Administrative Agent and the Lenders in connection with the Loan (each of which shall be a "Lenders' Consultant").

7.27.2 **Functions.** The functions of a Lenders' Consultant shall include, without limitation: (i) inspection and physical review of any Collateral Property; (ii) review and analysis of environmental matters; (iii) review and analysis of financial and legal matters; and (iv) providing usual inspection and review services in the event of the use of Net Proceeds for any Repair Work.

7.27.3 **Payment.** The reasonable costs and fees of the Lenders' Consultants shall be paid by the Loan Parties upon billing therefor and, if not so paid within thirty (30) days, may be paid directly by the Lenders through a Loan Advance.

7.27.4 **Access.** The Loan Parties shall provide the Lenders' Consultants with reasonable access to all Collateral Properties.

**7.27.5 No Liability.** Neither the Administrative Agent nor any Lender shall have liability to the Borrower, any Loan Party, or third party on account of: (i) services performed by the Lenders' Consultant; or (ii) any failure or neglect by the Lenders' Consultant to properly perform services. The Borrower shall have no rights under or relating to any agreement, report, or similar document prepared by the Lenders' Consultant for the Administrative Agent or the Lenders. No Lenders' Consultant shall have liability to the Borrower, any Loan Party, or third party on account of: (i) services performed by such Lenders' Consultant; or (ii) any failure or neglect by such Lenders' Consultant to properly perform services, except for its gross negligence or willful misconduct.

**7.28 Payment of Obligations.** Pay and discharge as the same shall become due and payable, all lawful claims which, if unpaid, would by Law become a Lien upon its property (other than Permitted Liens).

**7.29 Compliance with Laws.** Comply in all material respects with the requirements of all Laws applicable to it or to its business or property, except in such instances in which (a) such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

**7.30 SNDA and Estoppels for Existing Borrowing Base Properties.** Within one hundred twenty (120) days subsequent to the Closing Date, use commercially reasonable efforts to obtain executed estoppels and subordination, non-disturbance and attornment agreements from each tenant of an Existing Borrowing Base Property party to a Major Lease in existence as of the Closing Date, to the extent not already obtained. To the extent such estoppels and/or subordination, non-disturbance and attornment agreements cannot be obtained, provide the Administrative Agent evidence of the matters or issues preventing such agreements from being executed.

## **8. NEGATIVE COVENANTS.**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall not, nor shall it permit any other Loan Party to directly or indirectly:

**8.1 No Changes to the Borrower and other Loan Parties.** Without the prior written consent of the Administrative Agent, not to be unreasonably withheld or delayed after not less than thirty (30) days' prior written notice (with reasonable particularity of the facts and circumstances attendant thereto): (a) change its jurisdiction of organization, (b) change its organizational structure or type, (c) change its legal name, or (d) change the organizational number (if any) assigned by its jurisdiction of formation or its federal employment identification number (if any).

**8.2 Restrictions on Liens.** Create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible, including, without limitation, the Borrowing Base Properties), whether now owned or hereafter acquired, or sell any such property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable with recourse) or assign any right to receive income or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute, or grant rights with respect to, or otherwise encumber or create a security interest in, such property or assets (including, without limitation, any item of Collateral) or any portion thereof or any other revenues therefrom or the proceeds payable upon the sale, transfer or other disposition of such property or asset or any portion thereof, or permit or suffer any such action to be taken, except the following (singly and collectively, "Permitted Liens"):

8.2.1 Administrative Agent's Liens. Liens created by the Loan Documents;

8.2.2 Permitted Debt. Liens to secure Permitted Debt, provided that (x) the Borrower will be in compliance with the Financial Covenants considering the consequences of the granting of any such Lien and (y) no such Lien shall be secured by any Borrowing Base Property, the ownership interest in any Borrowing Base Property Owner, or any other assets of any Borrowing Base Property Owner;

8.2.3 Tax Liens. Liens for taxes, assessments or other governmental charges not yet delinquent or which are being diligently contested in good faith and by appropriate proceedings, if (a) to the extent such contest concerns a Borrowing Base Property, reasonable reserves in an amount not less than the tax, assessment or governmental charge being so contested shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable Law, (b) no imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base Property or the Collateral or any part thereof arises during the pendency of such contest and (c) such contest could not reasonably be expected to have a Material Adverse Effect;

8.2.4 Judgment Liens. Liens in respect of property or assets imposed by Law, which do not secure Debt, such as judgment Liens (provided such judgment Liens do not cause the occurrence of an Event of Default under Section 10.1), carriers', warehousemen's, material men's and mechanics' liens and other similar Liens arising in the ordinary course of business, (a) which, except for such judgment Liens, do not in the aggregate materially detract from the value of any property or assets or have, and could not reasonably be expected to have, a Material Adverse Effect, (b) which, except for such judgment Liens, are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien, and (c) which as to any Borrowing Base Property do not have a lien priority prior to the Lien in favor of the Administrative Agent, for the benefit of the

Lenders, with respect to the Obligations, including, without limitation, any future Loan Advances;

8.2.5 Personal Property Liens. Liens relating to personal property financing leases entered into in the ordinary course of business with respect to equipment, fixtures, furniture, furnishings and similar assets; and

8.2.6 L/C Issuer Liens. Liens, if any, in favor of the L/C Issuer to cash collateralize or otherwise secure the obligations of a Defaulting Lender or an Impacted Lender to fund risk participations hereunder.

**8.3 Consolidations, Mergers, Sales of Assets, Issuance and Sale of Equity.** (a) Dissolve, terminate, liquidate, consolidate with or merge with or into any other Person, (b) issue, sell, lease, transfer or assign to any Persons or otherwise dispose of (whether in one transaction or a series of transactions) any portion of its assets (whether now owned or hereafter acquired), including, without limitation, any securities, membership or partnership interests, or other interests of any kind in any other Loan Party or Borrower Subsidiary, directly or indirectly (whether by the issuance of rights of, options or warrants for, or securities convertible into, any such security, membership or partnership interests or other interests of any kind), (c) permit another Person to merge with or into it, (d) acquire all or substantially all the capital stock, membership or partnership interests or assets of any other Person, or (e) take any action which could have the effect, directly or indirectly, of diluting the economic interest of any Loan Party in any other Loan Party or Borrower Subsidiary; except the following:

8.3.1 Transfers. Transfers pursuant to the Security Documents and other agreements in favor of the Administrative Agent for the ratable benefit of the Lenders;

8.3.2 Non-Loan Parties. Any such dissolution, liquidation, or termination which does not involve a Loan Party;

8.3.3 Loan Parties. With the prior written consent of the Administrative Agent and the Required Lenders, such consent not to be unreasonably withheld or delayed, any consolidation, merger, or issuance so long as the Borrower is the surviving entity, provided that (a) the Borrower will be in compliance with the Financial Covenants considering the consequences of such event, (b) no such event shall cause a Change of Control, and (c) each Borrowing Base Property Owner will continue to be a Wholly-Owned Subsidiary of the Borrower as of the date hereof;

8.3.4 Borrowing Base Properties. Sales of any Borrowing Base Property, provided the Release Conditions are satisfied with respect thereto;

8.3.5 Leases. Leases of all or any portion of any Borrowing Base Property which either (a) are permitted by the terms of this Agreement without the Administrative Agent's consent or approval or (b) are approved as provided for in this Loan Agreement;

8.3.6 Property Transfers. Sales, transfers or assignments of other assets of the Borrower, any Loan Party or any Borrower Subsidiary which do or do not constitute Collateral; provided that (a) the Borrower will be in compliance with the Financial Covenants considering the consequences of any such sale; and (b) the aggregate amount of any such sales, transfers, or assignments of such other assets shall not exceed ten percent (10%) of the Total Asset Value, as verified by the Administrative Agent, unless prior written approval is obtained from the Required Lenders (not to be unreasonably withheld, conditioned or delayed);

8.3.7 Ordinary Course. Sales or dispositions in the ordinary course of business of worn, obsolete or damaged items of personal property or fixtures which are suitably replaced;

8.3.8 With Consent. Transactions, whether outright or as security, for which the Administrative Agent's, the Required Lenders' or the Lenders', as applicable, prior written consent has been obtained to the extent such approval is required under this Agreement;

8.3.9 Permitted Investments. In connection with a Permitted Investment;

8.3.10 Equity Issuances. The issuance or sale of equity interests in the Borrower or CSC;

8.3.11 Merger of Loan Parties. Mergers of and between Loan Parties, provided (a) the Borrower and CSC shall at all times remain surviving entities, (b) the Administrative Agent receives ten (10) Business Days prior written notice of the proposed merger, and (c) the Borrower agrees to take all such action and execute all such documents as the Administrative Agent may reasonably require in order to maintain the Administrative Agent's priority and perfection in the Collateral;

8.3.12 Cedar-Riverview. The sale, transfer, assignment, redemption or other disposition of all or a portion of any preferred limited partnership interest in Cedar-Riverview LP; or

8.3.13 Cedar-Revere. The creation of further condominium units in the Individual Property owned by Cedar-Revere, LLC, and the performance of construction in connection therewith, subject to the Administrative Agent's reasonable approval of the condominium documents creating such additional units and such normal and customary due diligence as the Administrative Agent may reasonably require.

**8.4 Restrictions on Debt.** (a) Create, incur or assume any Debt, or make any voluntary prepayments of any Debt in respect of which it is an obligor, (b) enter into, acquiesce, suffer or permit any amendment, restatement or other modification of the documentation evidencing and/or securing any Debt under which it is an obligor or (c) increase the amount of any Debt existing as of the Closing Date; except with respect to the following (singly and collectively, "Permitted Debt"):

8.4.1 Debt under this Agreement. The Obligations;

8.4.2 KeyBank Facility Debt. The Debt of the Borrower and CSC (and any Affiliate thereof other than a Borrowing Base Property Owner) under the KeyBank Credit Agreement.

8.4.3 Individual Property Debt. Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is recourse to the Borrower or CSC consistent with customary project finance market terms and conditions (excluding the Obligations) in an amount not to exceed twenty five percent (25%) of the Total Asset Value in the aggregate outstanding at any one time, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the incurrence of such Debt;

8.4.4 Nonrecourse Debt. Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is nonrecourse to the Borrower (other than recourse in connection with customary nonrecourse or "bad boy" carve out provisions) or CSC, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the incurrence of such Debt;

8.4.5 Ordinary Course. Debt incurred in the ordinary course of business for the purchase of goods or services which are payable, without interest, within ninety (90) days of billing;

8.4.6 Capital Leases. Debt under capital leases of the type described in Section 8.2.5;

8.4.7 Cross-Collateralized Debt. Individual Property Debt incurred under multi-property, cross-collateralized financings in an amount not to exceed \$25,000,000; and

8.4.8 Other Unsecured Debt. Unsecured Debt of a type not contemplated by any of the foregoing in an amount not to exceed \$10,000,000 in the aggregate outstanding at any time; and

8.4.9 Other Debt. Debt, whether secured or unsecured, of a type not contemplated by any of the foregoing, for which Required Lenders' prior written consent has been obtained.

**8.5 Other Business.** Enter into any line of business or make any material change in the nature of its business, purposes or operations, or undertake or participate in activities other than the continuance of its present business except as otherwise specifically permitted by this Agreement or the other Loan Documents.

**8.6 Change of Control.** Permit or otherwise suffer to occur any Change of Control.



**8.7 Forgiveness of Debt.** Voluntarily cancel or otherwise forgive or release any Debt owed to it by any Person, except for adequate consideration and except for settlement of lease obligations of tenants in the Borrower's reasonable business judgment.

**8.8 Affiliate Transactions.** Enter into, or be a party to, any transaction with any Person which is an Affiliate of any Loan Party, except transactions (a) involving the offering or sale of a Person's equity interests on an arm's length basis, or (b) entered into in the ordinary course of business and on terms which are no less favorable to such Loan Party or Borrower Subsidiary than would be obtained in a comparable arm's-length transaction with an unrelated third party, provided that this Section 8.8 shall not apply to transactions entirely between and among Loan Parties or entirely between and among Borrower Subsidiaries that are not Loan Parties.

**8.9 ERISA.** Establish or be obligated to contribute to any Plan.

**8.10 Bankruptcy Filings.** With respect to any of the Loan Parties, file a petition under any Debtor Relief Laws for the liquidation of all or a major portion of its assets or property.

**8.11 Investment Company.** Become an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

**8.12 [Reserved].**

**8.13 Use of Proceeds.** Permit the proceeds of the Loan, or any other accommodation at any time made hereunder, to be used for any purpose which entails a violation of, or is inconsistent with, Regulation T, U or X of the Board, or for any purpose other than to (a) repay certain existing indebtedness of the Borrower, (b) provide working capital to the Borrower, CSC, and the Borrower Subsidiaries, (c) provide funds for acquisitions, development, capital expenditures, and refinancings of real estate properties by the Borrower, CSC, and the Borrower Subsidiaries, (d) pay certain closing and transactional costs as approved by the Administrative Agent and (e) for other lawful REIT purposes.

**8.14 Distributions.** Authorize, declare, or pay any Distributions on behalf of the Borrower, except for Permitted Distributions.

**8.15 Restrictions on Investments.** Make or permit to exist or to remain outstanding any Investment except which are in:

- (a) marketable direct or guaranteed general obligations of the United States of America which mature within one year from the date of purchase;
- (b) bank deposits, certificates of deposit and banker's acceptances, or other obligations in or of the Lenders or banks located within and chartered by the United States of America or a state and having assets of over \$500,000,000;

(c) the Borrower's Subsidiaries (both Subsidiaries as of the date hereof and any other Person that becomes a Borrower Subsidiary), subject in all instances to the terms of this Agreement; and

(d) Permitted Investments.

**8.16 Negative Pledges, etc.** Enter into any agreement subsequent to the Closing Date (other than a Loan Document) which (a) prohibits the creation or assumption of any Lien upon any of the Collateral, including, without limitation, any hereafter acquired property, (b) specifically prohibits the amendment or other modification of this Agreement or any other Loan Document, or (c) could reasonably be expected to have a Material Adverse Effect.

**8.17 Other Covenants.** The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that no Collateral is in the possession of any third party bailee (such as at a warehouse). In the event that the Borrower and/or any of the other Loan Parties, after the date hereof, intends to store or otherwise deliver any Collateral or other personal property in which the Administrative Agent has been granted a security interest to such a bailee, then the Borrower shall receive the prior written consent of the Administrative Agent not to be unreasonably withheld or delayed and such bailee must acknowledge in writing that the bailee is holding such Collateral or such other personal property for the benefit of the Administrative Agent and the Lenders.

**8.18 Swap Contracts.** Not enter into any Swap Contract, unless (i) such Swap Contract was entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party other than normal setoff or netting rights;

## **9. SPECIAL PROVISIONS.**

**9.1 Legal Requirements.** The Borrower, any Borrower Subsidiary or any Loan Party may contest in good faith any claim, demand, levy or assessment under any Laws by any Person or entity if: (i) the contest is based upon a material question of Law or fact raised by the Borrower in good faith; (ii) such Person properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Law should the contest not be successful; (iv) if the contest concerns a Borrowing Base Property or a Borrowing Base Property Owner, reasonable reserves in an amount necessary to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable Law; (v) no Event of Default exists; (vi) if the contest relates to an Environmental Legal Requirement, the conditions set forth in the Environmental Indemnity Agreement relating to such contests shall be satisfied; (viii) no

imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base Property or the Collateral or any part thereof arises during the pendency of such contest; and (ix) such contest could not reasonably be expected to have a Material Adverse Effect.

**9.2 Limited Recourse Provisions.**

9.2.1 Borrower Fully Liable. Borrower shall be fully liable for the Loan and the Obligations of the Borrower to the Administrative Agent and each of the Lenders.

9.2.2 Certain Non-Recourse. This Agreement and all Loan Documents have been executed by the undersigned in its capacity as an officer of CSC, as general partner of the Borrower on behalf of the Borrower or the Loan Parties, and not individually, and none of the trustees, officers, directors, members, limited partners, or shareholders of the Borrower or CSC or any Loan Party shall be bound or have any personal liability hereunder or thereunder except under any Guaranty or other Loan Document signed by such Person, other than a signature in a representative capacity. Under no circumstances shall any party be entitled to seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders of the Borrower or CSC or any such Person's personal assets for the performance or payment of any obligation hereunder. In all other Loan Documents, all parties shall not seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders of Borrower or CSC or any of such Person's personal assets for the performance or payment of any obligation hereunder or thereunder, except under any Guaranty or other Loan Document signed by such Person, other than a signature in a representative capacity.

9.2.3 Additional Matters. Nothing contained in the foregoing non-recourse provisions or elsewhere shall: (a) limit the right of the Administrative Agent or any of the Lenders to obtain injunctive relief or to pursue equitable remedies under any of the Loan Documents, excluding only any injunctive relief ordering payment of obligations by any Person or entity for which personal liability does not otherwise exist; or (b) limit the liability of any attorney, law firm, accountant or other professional who or which renders or provides any written opinion or certificate to the Administrative Agent or any of the Lenders in connection with the Loan even though such Person or entity may be a limited partner of the Borrower.

**9.3 Payment of Obligations.** Upon the return to the Administrative Agent, or the expiration, of all of the Letters of Credit and the payment in full of the Obligations, in immediately available funds, including, without limitation, all unreimbursed costs and expenses of the Administrative Agent and of each Lender for which the Borrower is responsible, and the termination of this Agreement, the Administrative Agent shall release any security and other collateral interests as provided for herein and under the other Loan Documents and shall execute and deliver such documents and termination statements as the Borrower or any other Loan Party reasonably requests to evidence such termination and release. However, such release by the Administrative Agent shall not be deemed to terminate or release any Person from any obligation

or liability under the Loan Documents which specifically by its terms survives the payment in full of the Obligations.

#### **10. EVENTS OF DEFAULT.**

The following provisions deal with Defaults, Events of Default, notice, grace and cure periods, and certain rights of the Administrative Agent and the Lenders following an Event of Default.

**10.1 Default and Events of Default.** The term “Default” as used herein or in any of the other Loan Documents shall mean any fact or circumstance which constitutes, or upon the lapse of time, or giving of notice, or both, could constitute, an Event of Default. The occurrence of any of the following events, continuing uncured beyond any applicable grace, notice or cure period, respectively, shall constitute an event of default (“Event of Default”). Upon the occurrence of any Event of Default described in Section 10.1.8, any and all Obligations shall become due and payable without any further act on the part of the Administrative Agent. Upon the occurrence of any other Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, declare that any and all Obligations shall become immediately due and payable.

10.1.1 Failure to Pay the Loan. The failure by the Borrower to pay when due any principal of, interest on, or fees in respect of, the Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.2 Failure to Make Other Payments. The failure by the Borrower to pay when due (or upon demand, if payable on demand) any payment Obligation other than any payment Obligation on account of the principal of, or interest on, or fees in respect of, the Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.3 Security Documents and Other Loan Documents. Any other default in the performance of any term or provision of the Security Documents or of any of the other Loan Documents, or a breach, or other failure to satisfy, any other term, provision, condition or warranty under the Security Documents or any other Loan Document, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.4 Default under Other Agreements. (i) The Borrower, CSC or any other Loan Party (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Debt or Guarantee (other than Debt hereunder) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$35,000,000, or (B)

fails to observe or perform any other agreement or condition relating to any such Debt or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Debt or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice or passage of time, or both, if required, such Debt to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Debt to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower, CSC or any Loan Party is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower, CSC or any other Loan Party is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower, CSC or such Loan Party as a result thereof is greater than \$35,000,000;

10.1.5 Representations and Warranties. If any representation or warranty made by the Borrower or by any of the other Loan Parties in the Loan Documents was untrue or misleading in any material respect as of the date made or deemed made, including, without limitation, all representations and warranties made in Article 6 herein.

10.1.6 Affirmative Covenants. The breach of any covenant contained in Article 7 herein, including, without limitation, the Financial Covenants.

10.1.7 Negative Covenants. The breach of any covenant contained in Article 8 herein.

10.1.8 Financial Status and Insolvency. Any Loan Party shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable Law; (vi) have a court of competent jurisdiction enter an order, judgment or decree appointing a receiver, liquidator or trustee of a Loan Party, or of the whole or any substantial part of the property or assets of a Loan Party, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for ninety (90) days; (vii) have a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable Law and such petition shall remain undismissed for ninety (90) days; (viii) have, under the provisions of any other Law for the relief or aid of debtors, any court of competent jurisdiction assume custody or control of a Loan Party or of the whole or any substantial part of its property or assets and such custody or

control shall remain unterminated or unstayed for ninety (90) days; or (ix) have an attachment or execution levied against any substantial portion of the property of a Loan Party or against any portion of the Collateral which is not discharged or dissolved by a bond within sixty (60) days.

10.1.9 Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document.

10.1.10 Judgments. One or more judgments or decrees shall be entered against Borrower or any Loan Party or Borrower Subsidiary involving a liability (not paid or fully covered (subject to deductibles) by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of sixty (60) consecutive days, and the aggregate amount of all such judgments exceeds \$750,000;

10.1.11 ERISA. (a) If (i) any Plan shall be deemed to be in "at risk status" (as defined in Section 430(i)(4) of the Code without regard to Section 430(i)(4)(B) relating to the transition rule), (ii) any Plan shall have had or is likely to have a trustee appointed to administer such Plan, (iii) any Plan is, shall have been or is likely to be terminated or to be the subject of a distress termination proceeding under ERISA, (iv) a minimum required contribution (as defined in Section 430(a) of the Code) for a Plan has not been timely made, (v) a Loan Party or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 401(a)(29), 4971, 4975 or 4980 of the Code, or (vi) a Loan Party has incurred or is likely to incur liabilities pursuant to one or more employee welfare benefit plans (as defined in Section 3(l) of ERISA) that primarily provide health and welfare benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) and any of the foregoing could have a Material Adverse Effect; (b) if there shall result from any event or events described in clauses (i), (ii), (iii) (iv) or (v) of this Section 10.1.11, the imposition of a lien, the granting of a security interest, or a liability or a material risk of incurring a liability which could have, or reasonably be expected to have, a Material Adverse Effect; or (c) if any such lien, security interest or liability is imposed or granted and, individually, and/or in the aggregate, in the reasonable opinion of the Administrative Agent could have, or reasonably be expected to have, a Material Adverse Effect.

10.1.12 Change of Control. If a Change of Control shall occur.

10.1.13 Indictment; Forfeiture. The indictment of, or institution of any legal process or proceeding against, the Borrower, any other Loan Party, and/or any Borrower Subsidiary under any applicable Law where the relief, penalties, or remedies sought or available include the forfeiture of any property of Borrower and/or any other such Person

and/or the imposition of any stay or other order, the effect of which could be to restrain in any material way the conduct by the Borrower and/or any other such Person of its business in the ordinary course.

10.1.14 Generally. A default by the Borrower in the performance of any term, provision or condition of this Agreement to be performed by the Borrower, or a breach, or other failure to satisfy, any other term provision, condition, covenant or warranty under this Agreement and such default remains uncured beyond any applicable specific grace period provided for in this Agreement, including, without limitation, as set forth in Section 10.2. below.

**10.2 Grace Periods and Notice**. As to each of the foregoing events the following provisions relating to grace periods and notice shall apply:

10.2.1 No Notice or Grace Period. There shall be no grace period and no notice provision with respect to the payment of principal at maturity and/or in connection with a Mandatory Principal Prepayment (except as provided in Section 2.3.8) and no grace period and no notice provision with respect to defaults related to the voluntary filing of bankruptcy or reorganization proceedings or an assignment for the benefit of creditors, or subject to Sections 10.2.4 and 10.2.5, with respect to a breach of warranty or representation under Article 6, or (subject to Section 10.2.5) with respect to the breach of any of the affirmative covenants set forth in Article 7 (unless a grace or cure period is specifically provided for therein) or (subject to Section 10.2.5) with respect to the breach of any of the negative covenants set forth in Article 8.

10.2.2 Nonpayment of Interest. As to the nonpayment of interest there shall be a three (3) Business Day grace period without any requirement of notice from the Administrative Agent.

10.2.3 Other Monetary Defaults. All other monetary defaults shall have a three (3) Business Day grace period following notice from the Administrative Agent.

10.2.4 Nonmonetary Defaults Capable of Cure. As to non-monetary Defaults which are reasonably capable of being cured or remedied, unless there is a specific shorter or longer grace period provided for in this Loan Agreement or in another Loan Document, there shall be a thirty (30) day grace period following such Default; provided that if such Default would reasonably require more than thirty (30) days to cure or remedy, such longer period as requested by the Borrower but in no event longer than ninety (90) days following such Default and no extension shall be granted if such Default has caused a Material Adverse Effect.

10.2.5 Borrowing Base Property Defaults. As to any non-monetary Defaults which are capable of being cured or remedied by the removal of any Individual Property or Individual Properties from being Borrowing Base Properties, there shall be a thirty (30) day grace period following such Default for the Borrower to cure or remedy such Default by removing such Individual Properties from being Borrowing Base Properties, if

required, or by removing such Borrowing Base Properties from the Borrowing Base Value.

## **11. REMEDIES.**

**11.1 Remedies.** Upon the occurrence and during the continuance of an Event of Default, whether or not the Obligations evidenced by this Agreement and secured by the Security Documents shall be due and payable or the Administrative Agent shall have instituted any foreclosure or other action for the enforcement of the Security Documents, the Administrative Agent may in its sole and absolute discretion, and shall upon the direction of the Required Lenders, in addition to any other remedies which the Administrative Agent may have hereunder or under the other Loan Documents, or otherwise, and not in limitation thereof:

11.1.1 Accelerate Debt. Declare the Obligations immediately due and payable (provided that in the case of a voluntary petition in bankruptcy filed by Borrower or an involuntary petition in bankruptcy filed against Borrower (after expiration of the grace period, if any, set forth in Section 10.1.8), such acceleration shall be automatic).

11.1.2 Collateralize Letters of Credit. Require the Borrower to deposit into accounts maintained with, and pledged to the Administrative Agent, cash proceeds in an amount equal to one hundred three percent (103%) of the L/C Exposure, which deposits shall secure the L/C Exposure.

11.1.3 Pursue Remedies. Pursue any and all remedies provided for hereunder, under any one or more of the other Loan Documents, and/or otherwise.

**11.2 Distribution of Liquidation Proceeds.** Subject to the terms and conditions of this Agreement, the Administrative Agent shall distribute all Liquidation Proceeds in the order and manner set forth below:

First: To the Administrative Agent, towards any fees and any expenses for which the Administrative Agent is entitled to reimbursement under this Agreement or the other Loan Documents not theretofore paid to the Administrative Agent.

Second: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been reimbursed for all fees and expenses which such Lenders have previously paid to the Administrative Agent and not theretofore paid to such Lenders.

Third: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been paid in full all principal and interest due to such Lenders under the Loan, with each Lender applying such proceeds for purposes of this Agreement first against the outstanding principal balance due to such Lender under the Loan and then to accrued and unpaid interest due under the Loan.



Fourth: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been paid in full all other amounts due to such Lenders under the Loan including, without limitation, (a) any costs and expenses incurred directly by such Lenders to the extent such costs and expenses are reimbursable to such Lenders by the Borrower under the Loan Documents, (b) payment of breakage, termination or other payments, and any interest accrued thereon, due under any Swap Contract between any Loan Party and any Lender, or any Affiliate of a Lender and (c) Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among the Lenders (and, in the case of such Swap Contracts, Affiliates of Lenders) and the L/C Issuer in proportion to the respective amounts described in this clause Fourth held by them.

Fifth: To the Borrower or such third parties as may be entitled to claim Liquidation Proceeds.

Subject to Section 2.7.7, amounts used to provide Cash Collateral for the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

**11.3 Power of Attorney.** For the purpose of exercising the rights granted by this Article 11, as well as any and all other rights and remedies of Administrative Agent under the Loan Documents, the Borrower hereby irrevocably constitutes and appoints the Administrative Agent (or any agent designated by Administrative Agent) its true and lawful attorney-in-fact, with full power of substitution, upon and following any Event of Default which is continuing, to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the Borrower. In connection with the foregoing power of attorney, the Borrower hereby grants unto the Administrative Agent (acting through any of its officers) full power to do any and all things necessary or appropriate in connection with the exercise of such powers as fully and effectually as the Borrower might or could do, hereby ratifying all that said attorney shall do or cause to be done by virtue of this Agreement. The foregoing power of attorney shall not be affected by any disability or incapacity suffered by the Borrower and shall survive the same. All powers conferred upon the Administrative Agent by this Agreement, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a written instrument executed by a duly authorized officer of the Administrative Agent.

## **12. SECURITY INTEREST AND SET-OFF.**

**12.1 Security Interest.** The Borrower hereby grants (and shall cause each other Loan Party to grant) to the Administrative Agent and each of the Lenders, a continuing lien, security interest and right of setoff (with setoff being subject to Section 12.2 ) as security for all of the

Obligations, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Administrative Agent or any of the Lenders or any of their respective successors and assigns, or in transit to any of them.

**12.2 Set-Off/Sharing of Payments.** If any Event of Default occurs, any such deposits, balances or other sums credited by or due from Administrative Agent or any of the Lenders, or from any of their respective Affiliates, to the Borrower may to the fullest extent not prohibited by applicable Law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, and without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which are hereby waived, be set off, appropriated and applied by the Administrative Agent against any or all of Loan Party's Obligations irrespective of whether demand shall have been made and although such obligations may be unmaturred, in the manner set forth herein. Within five (5) Business Days of making any such set off, appropriation or application, the Administrative Agent agrees to notify the Borrower thereof, provided the failure to give such notice shall not affect the validity of such set off or appropriation or application. ANY AND ALL RIGHTS TO REQUIRE THE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED. Each of the Lenders agrees with each other Lender that (a) if an amount to be set off is to be applied to indebtedness of the Borrower to such Lender, other than the Obligations evidenced by this Agreement due to such Lender, such amount shall be applied ratably to such other indebtedness and to the Obligations evidenced by this Agreement due to such Lender, and (b) if such Lender shall receive from the Borrower, whether by voluntary payment, exercise of the right of setoff, counterclaim, cross action, enforcement of the claim evidenced by this Agreement due to such Lender by proceedings against the Borrower at law or in equity or by proof thereof in bankruptcy, reorganization, liquidation, receivership or similar proceedings, or otherwise, and shall retain and apply to the payment of the Obligations due to such Lender any amount in excess of its ratable portion of the payments received by all of the Lenders with respect to Obligations under this Agreement due to all of the Lenders, such Lender will make such disposition and arrangements (excluding any amounts received by the L/C Issuer to secure the obligations of a Defaulting Lender or an Impacted Lender to fund risk participations hereunder) with the other Lenders with respect to such excess, either by way of distribution, pro tanto assignment of claims, subrogation or otherwise as shall result in each Lender receiving in respect of the Obligations its proportionate payment as contemplated by this Agreement; provided that if all or any part of such excess payment is thereafter recovered from such Lender, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest.

**12.3 Right to Freeze.** The Administrative Agent and each of the Lenders shall also have the right, at its option, upon the occurrence of any event which would entitle the Administrative Agent and each of the Lenders to set off or debit as set forth in Section 12.2, to freeze, block or segregate any such deposits, balances and other sums so that Borrower may not access, control or draw upon the same.

**12.4 Additional Rights.** The rights of the Administrative Agent, the Lenders and each of their respective Affiliates under this Article 12 are in addition to, and not in limitation of, other rights and remedies, including other rights of set off, which the Administrative Agent or any of the Lenders may have.

### **13. THE ADMINISTRATIVE AGENT AND THE LENDERS**

#### **13.1 Rights, Duties and Immunities of the Administrative Agent**

13.1.1 Appointment of Administrative Agent. Each of the Lenders and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Section 13.1 (other than Sections 13.1.10, 13.2.4 and 13.3.2) are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

13.1.2 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers, Syndication Agents or Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

13.1.3 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

13.1.4 Exculpatory Provisions. (a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing (but subject to Section 13.1.4(b)), the Administrative Agent:

- (i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary), or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.2 and 13.4.1 or (ii) in the absence of its own (or its officer's, directors, employees, agents, attorneys in fact or Affiliates) gross negligence or willful misconduct.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 5 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

13.1.5 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan Advance, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary

from such Lender or the L/C Issuer prior to the making of such Loan Advance or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

13.1.6 Notice of Default. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or the L/C Issuer.

13.1.7 Lenders' Credit Decisions. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

13.1.8 Administrative Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Administrative Agent, ratably in proportion to their respective Commitments, for (i) any amounts not reimbursed by the Borrower for which the Administrative Agent is entitled to reimbursement by the Borrower under this Loan Agreement or the other Loan Documents, (ii) any other expenses incurred by the Administrative Agent on behalf of the Lenders in connection with the preparation, execution, delivery, administration, amendment, waiver and/or enforcement of this Loan Agreement and the other Loan Documents, and (iii) any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Loan Agreement or the other Loan Documents or any other document delivered in connection therewith or any transaction contemplated thereby, or the enforcement of any of the terms hereof or thereof, provided that no Lender shall be liable for any of the foregoing to the extent that they arise from the gross negligence or willful misconduct of the Administrative Agent. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the action indemnified against until such additional indemnity is furnished.

13.1.9 Administrative Agent in its Individual Capacity. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise

expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower, CSC or any Borrower Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

13.1.10 Successor Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with and, if such appointment is prior to the occurrence and continuation of an Event of Default, with the prior approval of, the Borrower, such approval not to be unreasonably withheld or delayed, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, at the direction and with the consent of the Borrower, on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section and Section 15.9 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

13.1.11 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loan, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.4, 2.7.9, 2.7.10 and 15.9) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.4 and 15.9.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

13.1.12 Collateral and Guaranty Matters. The Lenders and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion,

(a) to release or assign any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Commitments and payment in full of all Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made), (ii) that is (1) sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document or (2) refinanced or to be refinanced as permitted hereunder or under any other Loan Document, or (iii) subject to Section 13.4.1, if approved, authorized or ratified in writing by the Required Lenders;

(b) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 8.4.6; and

(c) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary or an owner of a Borrowing Base Property as a result of a transaction permitted hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders will promptly confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 13.1.12.

**13.2 Respecting Loans and Payments.**

13.2.1 Adjustments. If, after the Administrative Agent has paid each Lender's proportionate share of any payment received or applied by the Administrative Agent in respect of the Loan and other Obligations, that payment is rescinded or must otherwise be returned or paid over by the Administrative Agent, whether pursuant to any Debtor Relief Law, sharing of payments clause of any loan agreement or otherwise, such Lender shall, at the Administrative Agent's request, promptly return its proportionate share of such payment or application to the Administrative Agent, together with such Lender's proportionate share of any interest or other amount required to be paid by the Administrative Agent with respect to such payment or application.

13.2.2 Setoff. If any Lender (including the Administrative Agent), acting in its individual capacity, shall exercise any right of setoff against a deposit balance or other account of the Borrower held by such Lender on account of the obligations of the Borrower under this Loan Agreement, such Lender shall remit to the Administrative Agent all such sums received pursuant to the exercise of such right of setoff, and the



Administrative Agent shall apply all such sums for the benefit of all of the Lenders hereunder in accordance with the terms of this Loan Agreement.

13.2.3 Distribution by the Administrative Agent. If in the opinion of the Administrative Agent distribution of any amount received by it in such capacity hereunder or under any of the other Loan Documents might involve any liability, it may refrain from making distribution until its right to make distribution shall have been adjudicated by a court of competent jurisdiction or has been resolved by the mutual consent of all Lenders. In addition, the Administrative Agent may request full and complete indemnity, in form and substance satisfactory to it, prior to making any such distribution. If a court of competent jurisdiction shall adjudge that any amount received and distributed by the Administrative Agent is to be repaid, each Person to whom any such distribution shall have been made shall either repay to the Administrative Agent its proportionate share of the amount so adjudged to be repaid or shall pay over to the same in such manner and to such Persons as shall be determined by such court.

13.2.4 Defaulting Lender. If any Lender requests compensation under Sections 2.6.1 or 2.6.2, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, or if any Lender is a Defaulting Lender, then in addition to, and not in limitation of, the rights and remedies that may be available to the Borrower at law or in equity, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 13.3), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (a) the Administrative Agent shall be paid the assignment fee specified in Section 13.3.2(d);
- (b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.3.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
- (c) in the case of any such assignment resulting from a claim for compensation under Sections 2.6.1 or 2.6.2 or payments required to be made pursuant to Section 2.8, such assignment will result in a reduction in such compensation or payments thereafter; and
- (d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

13.2.5  Holders. The Administrative Agent may deem and treat the Lender designated in the Register as the proportionate owner of such interest in the Obligations for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any Person or entity who, at the time of making such request or giving such authority or consent, is the holder of any designated interest in the Obligations shall be conclusive and binding on any subsequent holder, transferee or endorsee, as the case may be, of such interest in the Obligations.

**13.3 Assignments by Lenders**

13.3.1 Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection 13.3.2 of this Section, (ii) by way of participation in accordance with the provisions of subsection 13.3.4 of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection 13.3.6 of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection 13.3.6 of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

13.3.2 Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection 13.3.2, participations in L/C Obligations) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(a) Minimum Amounts.

(i) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(ii) in any case not described in subsection 13.3.2(a)(i) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(b) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

(c) Required Consents. No consent shall be required for any assignment except to the extent required by subsection 13.3.2(a)(ii) of this Section and, in addition:

(i) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender (other than a Defaulting Lender or Impacted Lender), an Affiliate of a Lender (other than a Defaulting Lender or Impacted Lender) or an Approved Fund;

(ii) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(iii) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(d) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided.

however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(e) No Assignment to Borrower. No such assignment shall be made to CSC, the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(f) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(g) No Assignment to Defaulting Lenders. No such assignment shall be made to a Defaulting Lender.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection 13.2.3 of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.8, 2.6.1, 2.6.2, 2.3.15, and 15.9 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender; provided that such new Note shall be dated the effective date of such Assignment and Acceptance and shall be otherwise in the form of Exhibit B. To the extent a Lender has assigned all of its Commitment and Loans, it covenants to return any outstanding Note to the Borrower or to provide a lost note indemnity in lieu thereof. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

13.3.3 Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

13.3.4 Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or CSC or the Borrower or any of the Borrower's or CSC's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to 13.4.1 that affects such Participant. Subject to subsection 13.3.5 of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.8, 2.6.1, 2.6.2 and 2.3.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection 13.3.2 of this Section. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 12.2 as though it were a Lender, provided such Participant agrees to be subject to Section 12.2 as though it were a Lender.

13.3.5 Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.8, 2.3.15, 2.6.1 or 2.6.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent, provided in no instance shall the Borrower's Obligations be increased as a result thereof. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.8 unless the Borrower is notified of the participation sold to such Participant and such Participant complies with Section 2.8.5 as though it were a Lender.

13.3.6 Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment or foreclosure with respect to any such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

13.3.7 Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Commitment and Loans pursuant to subsection 13.3.2 above, Bank of America may, upon 30 days notice to the Borrower and the Lenders, resign as L/C Issuer. In the event of any such resignation as L/C Issuer, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer. If Bank of America resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Advances or fund risk participations in Unreimbursed Amounts pursuant to Section 2.7.4). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

**13.4 Administrative Matters.**

13.4.1 Amendment, Waiver, Consent, Etc Except as otherwise provided herein or as to any term or provision hereof which specifically provides for the consent or approval of the Administrative Agent, the Required Lenders and/or the Lenders, as applicable, no term or provision of this Loan Agreement or any other Loan Document may be changed, waived, discharged or terminated, nor may any consent required or permitted by this Loan Agreement or any other Loan Document be given, unless such change, waiver, discharge, termination or consent receives the written approval of the Required Lenders; provided that, no such waiver and no such amendment, waiver, supplement, modification or release shall:

(a) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby,

(b) release or discharge any material portion of the Collateral other than in accordance with the express provisions of the Loan Documents except to the extent the release of such Collateral is permitted by this Agreement (in which case such release may be made by the Administrative Agent acting alone) without the written consent of each Lender,

(c) amend, modify or waive any provision of this Section 13.4 without the written consent of each Lender,

(d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso at the end of this Section 13.4.1) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate,

(e) change the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender,

(f) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 11) without the written consent of such Lender,

(g) release or waive any guaranty of the Obligations or indemnifications provided in the Loan Documents except to the extent the release of the Guarantor is permitted by this Agreement (in which case such release may be made by the Administrative Agent acting alone) without the written consent of each Lender; or

(h) change Section 11.2 or Section 12.2 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (iii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender.

13.4.2 Deemed Consent or Approval. With respect to any requested amendment, waiver, consent or other action which requires the approval of the Required Lenders or all of the Lenders, as the case may be, in accordance with the terms of this Loan Agreement, or if the Administrative Agent is required hereunder to seek, or desires to seek, the approval of the Required Lenders or all of the Lenders, as the case may be, prior

to undertaking a particular action or course of conduct, the Administrative Agent in each such case shall provide each Lender with written notice of any such request for amendment, waiver or consent or any other requested or proposed action or course of conduct, accompanied by such detailed background information and explanations as may be reasonably necessary to determine whether to approve or disapprove such amendment, waiver, consent or other action or course of conduct. The Administrative Agent may (but shall not be required to) include in any such notice, printed in capital letters or boldface type, a legend substantially to the following effect:

“THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN TEN (10) CALENDAR DAYS FROM THE RECEIPT OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED APPROVAL BY THE ADDRESSEE OF THE ACTION REQUESTED BY THE BORROWER OR THE COURSE OF CONDUCT PROPOSED BY THE ADMINISTRATIVE AGENT AND RECITED ABOVE,”

and if (and only if) the foregoing legend is included by the Administrative Agent in its communication, a Lender shall be deemed to have approved or consented to such action or course of conduct for all purposes hereunder if such Lender fails to object to such action or course of conduct by written notice to the Administrative Agent within ten (10) calendar days of such Lender’s receipt of such notice.

#### **14. CASUALTY AND TAKING.**

**14.1 Casualty or Taking; Obligation To Repair.** In the event of the occurrence of an Event of Loss as to any Collateral Property, the Borrower shall give immediate written notice thereof to the Administrative Agent and proceed with reasonable diligence, in full compliance with all Laws and the other requirements of the Loan Documents, to repair, restore, rebuild or replace the affected Collateral Property to its condition immediately prior to such Event of Loss (each, the “Repair Work”).

**14.2 Adjustment of Claims.** All insurance claims or condemnation or similar awards shall be adjusted or settled by the Borrower, at the Borrower’s sole cost and expense, but subject to the Administrative Agent’s prior written approval for any Borrowing Base Property, which approval shall not be unreasonably withheld; provided that (i) the Administrative Agent shall have the right to participate in any adjustment or settlement for any Borrowing Base Property with respect to which the Net Proceeds in the aggregate are equal to or greater than Five Hundred Thousand Dollars (\$500,000) and (ii) if any Event of Default exists under any of the Loan Documents, the Administrative Agent shall have the right to adjust, settle, and compromise such claims without the approval of the Borrower.

#### **14.3 Payment and Application of Insurance Proceeds and Condemnation Awards**

14.3.1 Insurance Proceeds. Except as otherwise provided for herein, all Net Proceeds shall be paid to the Administrative Agent and, at the Administrative Agent’s



option, be applied to the Obligations or released, in whole or in part, to pay for the actual cost of repair, restoration, rebuilding or replacement to its condition immediately prior to such Event of Loss (collectively, "Cost To Repair"). If any Net Proceeds are received directly by any Loan Party, such Loan Party shall hold such Net Proceeds in trust for the Administrative Agent and shall promptly deliver such Net Proceeds in kind to the Administrative Agent. Notwithstanding any other term or provision of this Agreement, provided no Default or Event of Default is then in existence, all Net Proceeds related to any Collateral Property which is not a Borrowing Base Property shall be released to the Borrower to such repair and reconstruction, without the Borrower having to satisfy the conditions of Section 14.3 and 14.4 hereof.

14.3.2 Release of Funds. Notwithstanding the terms and provisions hereof, with respect to any Borrowing Base Property, if the Net Proceeds do not exceed Five Hundred Thousand Dollars (\$500,000) and the Insurance/Taking Release Conditions have been satisfied in a manner reasonably acceptable to the Administrative Agent, the Administrative Agent shall release the Net Proceeds to pay for the actual Cost to Repair and the applicable Loan Party shall commence and diligently prosecute to completion, the Repair Work relative to the subject Collateral Property, with any excess being retained by the applicable Loan Party.

14.3.3 Conditions. Notwithstanding the terms and provisions hereof, with respect to any Borrowing Base Property, if either (i) the Net Proceeds are equal to or greater than Five Hundred Thousand Dollars (\$500,000) or (ii) the Net Proceeds do not exceed Five Hundred Thousand Dollars (\$500,000), but the Insurance/Taking Release Conditions have not been satisfied with respect to such Event of Loss, the Administrative Agent shall release so much of the Net Proceeds as may be required to pay for the actual Cost To Repair in accordance the limitations and procedures set forth in Section 14.4, if the following conditions are satisfied in a manner reasonably acceptable to the Administrative Agent:

(a) no Default or Event of Default shall have occurred and be continuing under the Loan Documents;

(b) in the Administrative Agent's good faith judgment such Net Proceeds together with any additional funds as may be deposited with and pledged to the Administrative Agent, on behalf of the Lenders, are sufficient to pay for the Cost To Repair. In order to make this determination, the Administrative Agent shall be furnished by the Borrower with an estimate of the Cost to Repair accompanied by an independent architect's or engineer's certification as to such Cost to Repair and appropriate plans and specifications for the Repair Work;

(c) the subject Event of Loss was not a Major Event of Loss;

(d) the Administrative Agent in the exercise of its reasonable discretion, shall have determined that all rents from Leases of the subject

Collateral Property which are to abate pursuant to their terms are to be payable to the Borrowing Base Property Owner, subject to deductibles, if any, permitted pursuant to the insurance policies to be maintained pursuant to this Agreement, from Rent Loss Proceeds;

(e) in the Administrative Agent's good faith judgment, the Repair Work can reasonably be completed on or before the time required under applicable Laws; and

(f) if the Borrowing Base Property was a Stabilized Asset immediately prior to the Event of Loss, the Borrowing Base Property remains a Stabilized Asset.

**14.4 Conditions To Release of Insurance Proceeds.** If the Administrative Agent elects or is required to release insurance proceeds, the Administrative Agent may impose reasonable conditions on such release which shall include, but not be limited to, the following:

(a) Prior written approval by the Administrative Agent, which approval shall not be unreasonably withheld or delayed of plans, specifications, cost estimates, contracts and bonds for the Repair Work;

(b) Waivers of lien, architect's and/or engineer's certificates, and other evidence of costs, payments and completion as the Administrative Agent may reasonably require;

(c) The funds shall be released upon final completion of the Repair Work, unless the Borrower requests earlier funding, in which event partial monthly disbursements equal to 90% of the costs of the work completed prior to the certification by the applicable Lender's Consultant and if there is no Lender's Consultant, an independent architect or engineer retained by the Borrower, that the Repair Work is completed, and then upon final completion of the Repair Work as certified by such Lender's Consultant or independent architect or engineer, and the receipt by the Administrative Agent of satisfactory evidence of payment and release of all liens, the balance of the funds shall be released;

(d) Determination by the Administrative Agent that the undisbursed balance of such Net Proceeds on deposit with the Administrative Agent, together with additional funds deposited for the purpose, shall be at least sufficient to pay for the remaining Cost To Repair, free and clear of all liens and claims for lien;

(e) All work to comply with the Laws applicable to the construction of the Improvements; and

(f) The absence of any Default under any Loan Documents.

**14.5 Consultants.** The Administrative Agent shall have the right to hire, at the cost and expense of the Borrower, a Lender's Consultant to assist the Administrative Agent in the determination of the satisfaction of the conditions provided for herein for the release of the Net Proceeds, to pay the Costs to Repair and to periodically inspect the status of the construction of any Repair Work.

**14.6 Final Payments.** In the event that the Administrative Agent makes any Net Proceeds available to any Loan Party for the payment of Costs to Repair as provided for herein, upon the completion of the Repair Work as certified by the applicable Lender's Consultant and if there is no Lender's Consultant, an independent architect or engineer retained by the Borrower, and receipt by the Administrative Agent of satisfactory evidence of payment and release of all liens, any excess Net Proceeds still held by the Administrative Agent shall be remitted by the Administrative Agent to the Borrower provided that no Event of Default shall have occurred and be continuing;

**14.7 Lease Provisions.** The terms and provisions of this Article 14 shall be subject to the terms and provisions of any Lease as to which the Administrative Agent has agreed otherwise with respect to the use and disbursement of Net Proceeds in any subordination and non-disturbance agreement entered into between the tenant under such Lease and the Administrative Agent and shall also be subject to the terms and provisions of any condominium documents as to which a Collateral Property is subject.

**14.8 No Default.** The Administrative Agent acknowledges that provided that no Event of Default has occurred and is continuing, all Rent Loss Proceeds shall be payable to the Borrower or the applicable Loan Party.

**15. GENERAL PROVISIONS.**

**15.1 Notices.** (a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Administrative Agent or the L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received;

notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to a Lender or the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Section 2 if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials

through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent and the L/C Issuer may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent and the L/C Issuer. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities Laws.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

**15.2 Interest Rate Limitation.** Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the

interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

**15.3 [Reserved].**

**15.4 [Reserved].**

**15.5 Parties Bound.** The provisions of this Agreement and of each of the other Loan Documents shall be binding upon and inure to the benefit of the Borrower and the Administrative Agent and each of the Lenders and their respective successors and assigns, except as otherwise prohibited by this Agreement or any of the other Loan Documents.

This Agreement is a contract by and among the Borrower, the Administrative Agent and each of the Lenders for their mutual benefit, and no third Person shall have any right, claim or interest against either Administrative Agent, any of the Lenders or the Borrower by virtue of any provision hereof.

**15.6 Governing Law; Consent to Jurisdiction; Mutual Waiver of Jury Trial**

15.6.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK;

Provided that, notwithstanding the foregoing choice of law:

(a) The Mortgages and Assignments of Leases and Rents and the procedures governing the enforcement by Administrative Agent of its foreclosure and other remedies under the Security Documents and under the other Loan Documents with respect to each Collateral Property shall be governed by the laws of the State in which such Collateral Property is located;

(b) Administrative Agent shall comply with applicable law of the applicable State to the extent required by the law of such jurisdiction in connection with the foreclosure of the security interests and liens created under the Security Documents and the other Loan Documents with respect to each Collateral Property or other assets; and

(c) The Environmental Indemnity Agreements with respect to each Collateral Property shall be governed by Federal law and the laws of the State in which such Collateral Property is located, and the provisions of Federal law and the law of the applicable State shall apply in defining the terms Hazardous Materials, Environmental Legal Requirements and Legal Requirements applicable to each Collateral Property as

such terms are used in this Loan Agreement, the Environmental Indemnity and the other Loan Documents.

15.6.2 SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

15.6.3 WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

15.6.4 SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 15.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

15.6.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**15.7 Survival.** All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

**15.8 Cumulative Rights.** All of the rights of the Administrative Agent and the Lenders hereunder and under each of the other Loan Documents and any other agreement now or hereafter executed in connection herewith or therewith, shall be cumulative and may be exercised singly, together, or in such combination as Administrative Agent may determine in its sole good faith judgment.

**15.9 Expenses; Indemnity; Damage Waiver.**

15.9.1 Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Syndication Agent and the Co-Documentation Agents and their respective Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, the Syndication Agent and the Co-Documentation Agents), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the



other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

15.9.2 Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 2.8), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any environmental liability related in any way to CSC, the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

15.9.3 Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection 15.6.1 or 15.6.2 of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Commitment Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim,

damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this Section 15.9.3 are subject to the provisions of Section 12.2.

15.9.4 **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, and the Administrative Agent and each Lender shall not assert, and hereby waives any claim against a Loan Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in Section 15.9.2 above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from a claim described in clause (x) or (y) of Section 15.9.2.

15.9.5 **Payments.** All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

15.9.6 **Survival.** The agreements in this Section shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Total Commitments and the repayment, satisfaction or discharge of all the other Obligations.

**15.10 Regarding Consents.** Except to the extent expressly provided herein, any and all consents to be made hereunder by the Administrative Agent, Required Lenders, or Lenders shall be in the discretion of the Party to whom consent rights are given hereunder.

**15.11 Obligations Absolute.** Except to the extent prohibited by applicable law which cannot be waived, the Obligations of Borrower and the obligations of the Loan Parties under the Loan Documents shall be joint and several, absolute, unconditional and irrevocable and shall be paid strictly in accordance with the terms of the Loan Documents under all circumstances whatsoever, including, without limitation, the existence of any claim, set off, defense or other right which Borrower or any Loan Party may have at any time against the Administrative Agent or any of the Lenders whether in connection with the Loan or any unrelated transaction.

**15.12 Table of Contents, Title and Headings.** Any Table of Contents, the titles and the headings of sections are not parts of this Loan Agreement or any other Loan Document and shall not be deemed to affect the meaning or construction of any of its or their provisions.

**15.13 Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.1, this Agreement shall become effective when the Administrative Agent and the Borrower shall have received counterparts hereof that, when taken together, bear the signatures of each party hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

**15.14 Satisfaction of Commitment Letter.** The Loan being made pursuant to the terms hereof and of the other Loan Documents is being made in satisfaction of Administrative Agent's and each of the Lenders' obligations under the Commitment Letter. The terms, provisions and conditions of this Agreement and the other Loan Documents supersede the provisions of the Commitment Letter.

**15.15 Time Of the Essence** Time is of the essence of each provision of this Agreement and each other Loan Document.

**15.16 No Oral Change.** This Loan Agreement and each of the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought (except no such writing shall be required for any party which, pursuant to a specific provision of any Loan Document, is required to be bound by changes without such party's assent). In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealings or the like be effective to amend, terminate, extend or otherwise modify this Loan Agreement or any of the other Loan Documents.

**15.17 Monthly Statements.** While the Administrative Agent may issue invoices or other statements on a monthly or periodic basis (a "Statement"), it is expressly acknowledged and agreed that: (i) the failure of the Administrative Agent to issue any Statement on one or more occasions shall not affect the Borrower's obligations to make payments under the Loan Documents as and when due; (ii) the inaccuracy of any Statement shall not be binding upon Lenders and so the Borrower shall always remain obligated to pay the full amount(s) required under the Loan Documents as and when due notwithstanding any provision to the contrary contained in any Statement; (iii) all Statements are issued for information purposes only and shall never constitute any type of offer, acceptance, modification, or waiver of the Loan Documents or any of Lenders' rights or remedies thereunder; and (iv) in no event shall any Statement serve as the basis for, or a component of, any course of dealing, course of conduct, or trade practice which would modify, alter, or otherwise affect the express written terms of the Loan Documents.

**15.18 No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction completed hereby, the Borrower and each other Loan Party acknowledges and agrees that: (i) the credit facility provided for hereunder and any related arranging or other

services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent and the Arrangers, on the other hand, and the Borrower and each other Loan Party is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); and (ii) the Administrative Agent and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Borrower and the other Loan Parties hereby waives and releases, to the fullest extent permitted by Law, any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty.

**15.19 USA PATRIOT Act.** Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

**15.20 Treatment of Certain Information; Confidentiality.** Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives to the extent such parties require such information in connection with the transactions contemplated by this Agreement (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.1.1 or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative

transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

**15.21 Amendment and Restatement of Existing Loan Agreement.** The Borrower, the Administrative Agent and the lenders party to the Existing Loan Agreement each hereby agrees that, at such time as this Agreement shall have become effective, the Existing Loan Agreement automatically shall be deemed replaced and superseded by this Agreement and the Borrower and the lenders party to the Existing Loan Agreement shall no longer have any obligations thereunder (other than those obligations in the Existing Loan Agreement that expressly survive the termination of the Existing Loan Agreement) and instead all obligations under the Existing Loan Agreement are now evidenced by this Agreement. It is the intention of the parties to this Agreement that this Agreement not operate as a novation of the obligations under the Existing Loan Agreement and shall not operate as a novation or waiver of any right, power or remedy of the Agent or any Lender. The Security Documents with respect to the existing Borrowing Base Properties and the existing Borrowing Base Property Owners (as applicable) continue to create a valid security interest in, and Lien upon, the Collateral described therein, in favor of the Administrative Agent, for the benefit of the Lenders to secure the Obligations under this Agreement.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF this Agreement has been duly executed and delivered as of the date first written above.

**BORROWER:**

**CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P.**

By: Cedar Shopping Centers, Inc.,  
its general partner

By: /s/ Leo S. Ullman  
Name: Leo S. Ullman  
Title: President

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Bank of America, N.A.  
as Administrative Agent

By: /s/ Maria A. McClain  
Name: Maria A. McClain  
Title: Vice President

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Bank of America, N.A.

By: /s/ Theodore M. Becchetti

Name: Theodore M. Becchetti

Title: Vice President

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Manufacturers and Traders Trust Company

By: /s/ Peter J. Ostrowski

Name: Peter J. Ostrowski

Title: Vice President

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KeyBank National Association

By: /s/ James B. McLaughlin

Name: James B. McLaughlin

Title: Senior Vice President

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Regions Bank

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By: /s/ Lori Chambers

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Name: Lori Chambers

Title: Vice President

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Citizens Bank of Pennsylvania

By: /s/ Kellie Anderson

Name: Kellie Anderson

Title: Senior Vice President

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RAYMOND JAMES BANK, FSB

By: /s/ Steven F. Paley

Name: Steven F. Paley

Title: Senior Vice President

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Royal Bank of Canada

By: /s/Dan LePage

Name: Dan LePage

Title: Authorized Signatory

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Bank of Montreal

By: /s/ Aaron Lanski

Name: Aaron Lanski

Title: Vice President

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**COMMITMENTS  
AND COMMITMENT PERCENTAGES**

<b>Lender</b>	<b>Commitment</b>	<b>Commitment Percentage</b>
Bank of America, N.A.	\$ 44,000,000	16.603773585%
Manufacturers and Traders Trust Company	\$ 44,000,000	16.603773585%
KeyBank National Association	\$ 44,000,000	16.603773585%
Regions Bank	\$ 44,000,000	16.603773585%
Citizens Bank of Pennsylvania	\$ 25,000,000	9.433962264%
Raymond James Bank, FSB	\$ 24,000,000	9.056603774%
Royal Bank of Canada	\$ 20,000,000	7.547169811%
Bank of Montreal	\$ 20,000,000	7.547169811%
<b>Total</b>	<b>\$ 265,000,000</b>	<b>100.000000000%</b>

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EXISTING LETTERS OF CREDIT

Project	Amount	Expiration Date	Letter of Credit Number
Newport	\$ 36,000.00	9/30/2011	68029970
Campbelltown	\$ 80,000.00	8/31/2011	68028964
Camp Hill	\$ 287,800.00	10/1/2011	68030173
Limerick	\$ 266,090.22	6/30/2011	68031354
<b>Total</b>	<u>\$ 669,890.22</u>		

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**THEATER PARCEL**

**ALL THAT CERTAIN** lot or piece of ground, with the buildings and improvements thereon erected, **SITUATE** in the 1st Ward, City of Philadelphia, Commonwealth of Pennsylvania, being bounded and described according to a Plan of Survey, prepared by John J. Leapson, Professional Land Surveyor, dated February 19, 1997, last revised December 12, 2003, as follows:

**BEGINNING** at the intersection of the Northeast side of Dickinson Street (50 feet wide) with the Southeast side of Water Street (50 feet wide); thence along the same North 14 degrees 41 minutes 39 seconds East 331.03 feet to a point in line of Parcel "B" on said Plan; thence along the same the following two (2) courses and distances (1) South 63 degrees 36 minutes 02 seconds East passing partly through a party wall 61.271 feet to a point (2) North 14 degrees 41 minutes 39 seconds East 80.761 feet to a point on the Southwest side of Reed Street (80 feet wide); thence along the same South 75 degrees 13 minutes 21 seconds East 195.00 feet to a point on the Northwest side of Christopher Columbus Boulevard (formerly Delaware Avenue 150 feet wide); thence along the same South 14 degrees 41 minutes 39 seconds West 399.520 feet to a point on the previously mentioned Northeast side of Dickinson Street (50 feet wide); thence along the same North 75 degrees 13 minutes 21 seconds West 255.000 feet to the first mentioned point and place of beginning.

**CONTAINING** 97,401 square feet or 2.236 acres.

**BEING** known as #1400 South Christopher Columbus Boulevard (formerly Delaware Avenue).

**BEING Registry #9 S 16-93, 94**

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**AUTHORIZED OFFICERS**

1. Leo S. Ullman, Chief Executive Officer of Cedar Shopping Centers, Inc.
  2. Brenda J. Walker, Chief Operating Officer of Cedar Shopping Centers, Inc.
  3. Lawrence E. Kreider, Jr., Chief Financial Officer of Cedar Shopping Centers, Inc.
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**EXISTING BORROWING BASE PROPERTIES DOCUMENTS**

1. South Philadelphia Shopping Plaza — Survey
  2. Riverview Shopping Center — Survey
  3. Sunset Crossing Shopping Center — Survey
  4. Swede Square Shopping Center — Zoning Letter/PZR Report and Survey
  5. Point at Carlisle Shopping Center — Zoning Letter
  6. Fairview Commons — Survey
  7. Circle Plaza — Survey
  8. Virginia Center Commons — Survey
  9. The Shoppes at Salem Run — Survey
  10. Unit 2 of The Shops at Suffolk Downs Condominium — Survey and Structural Report
  11. First Merit Bank — Cuyahoga Falls — Survey
  12. Washington Center (Greentree) — Survey and Structural Report
  13. Valley Plaza Shopping Center — Zoning Letter/PZR Report
  14. St. James Shopping Center — Zoning Letter/PZR Report
  15. Kenley Village Shopping Center — Zoning Letter/PZR Report
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**REQUIRED PROPERTY, HAZARD AND OTHER INSURANCE**

Borrower or the applicable Loan Party shall at all times provide and maintain the following insurance coverages with respect to each Collateral Property and the Collateral issued by companies qualified to do business in the applicable jurisdictions where the Collateral Property is located, having a Best's Rating of not less than A-VIII and otherwise acceptable to Administrative Agent in its sole reasonable discretion:

- (i) physical insurance on an all-risk basis without exception (including, without limitation, flood required if property is in a "Special Flood Hazard Area" A or V, vandalism and malicious mischief, earthquake, collapse, boiler explosion, sprinkler coverage, mold infestation, cost of demolition, increased costs of construction and the value of the undamaged portion of the building and soft costs coverage) covering all the real estate, fixtures and personal property to the extent of the full insurable value thereof, on a builder's risk non-reporting form prior to completion and occupancy to Occupy Endorsement, having replacement cost and agreed amount endorsements (with deductibles not in excess of insurable value);
- (ii) rent loss or business interruption insurance in an amount equal to one year's projected rentals or gross revenues;
- (iii) public liability insurance, with underlying and umbrella coverages totaling not less than \$2,000,000.00 per occurrence and \$10,000,000.00 in the aggregate or such other amounts as may be determined by Administrative Agent from time to time;
- (iv) automobile liability insurance (including non-owned automobile) with a coverage of \$1,000,000 per occurrence during construction;
- (v) worker's compensation, employer's liability and other insurance required by law;
- (vi) such other insurance coverages in such amounts as Administrative Agent may request consistent with the customary practices of prudent developers and owners of similar properties.

An actual insurance policy or certified copy thereof, or a binder, certificate of insurance, or other evidence of property coverage in the form of Acord 27 (Evidence of Property Coverage), Acord 25 (Certificate of Insurance), or a 30-day binder in form acceptable to Administrative Agent with an unconditional undertaking to deliver the policy or a certified copy within thirty (30) days, shall be delivered at closing of the Loan and prior to the first Loan Advance.

Flood insurance shall be provided if the property or the collateral is located in a flood zone, flood risk or flood hazard area as designated pursuant to the Federal Flood Disaster Protection Act

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of 1973, as amended, and the Regulations thereunder, or if otherwise reasonably required by Administrative Agent.

Administrative Agent, on behalf of the Lenders, shall be named as first mortgagee on policies of all-risk-type insurance on the Collateral Property, as loss payee on the Collateral and its contents, and as first mortgagee on rent-loss or business interruption coverages related thereto.

Except with respect to public liability insurance, as to which Administrative Agent, on behalf of the Lenders, shall be named as an additional insured with respect to the Collateral Property or the Collateral, all other required insurance coverages shall have a so-called "Mortgagee's endorsement" or "Lenders' loss-payable endorsement" which shall provide in substance as follows:

A. Subject to the terms of this Agreement, loss or damage, if any, under the policy shall be paid to Administrative Agent and its successors and assigns in whatever form or capacity its interest may appear and whether said interest be vested in said Administrative Agent in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Administrative Agent.

B. The insurance under the policy, or under any rider or endorsement attached thereto, as to the interest only of Administrative Agent, its successors and assigns, shall not be invalidated nor suspended:

(a) by any error, omission or change respecting the ownership, description, possession or location of the subject of the insurance or the interests therein or the title thereto; or

(b) by the commencement of foreclosure or similar proceedings or the giving of notice of sale of any of the property covered by the policy by virtue of any mortgage, deed of trust, or security interest; or

(c) by any breach of warranty, act, omission, neglect, or noncompliance with any provisions of the policy by the named insured, or any one else, whether before or after a loss, which under the provisions of the policy of insurance, would invalidate or suspend the insurance as to the named insured, excluding, however, any acts or omissions of Administrative Agent while exercising active control and management of the insured property.

C. Insurer shall provide Administrative Agent and each of the Lenders with not less than thirty (30) days, prior written notice of cancellation of the policy (for non-payment or any other reason) or of the non-renewal thereof.

D. The insurer reserves the right to cancel the policy at any time, but only as provided by its terms. However, in such case this policy shall continue in force for the

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benefit of Administrative Agent for thirty (30) days after written notice of such cancellation is received by Administrative Agent and shall then cease.

E. Should legal title to and beneficial ownership of any of the property covered under the policy become vested in Administrative Agent or its agents, successors or assigns, insurance under the policy shall continue for the term thereof for the benefit of Administrative Agent.

F. All notices herein provided to be given by the insurer to Administrative Agent in connection with this policy and Administrative Agent's loss payable endorsement shall be mailed to or delivered to Administrative Agent by certified or registered mail, return receipt requested, as follows:

Bank of America, N.A.  
Agency Management  
101 N. Tryon Street  
Mail Code: NC1-001-15-14  
Charlotte, NC 28255  
Attention: Maria A. McClain

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**OWNERSHIP INTERESTS AND TAXPAYER IDENTIFICATION NUMBERS  
OF LOAN PARTIES**

<b>Legal Name of Loan Party</b>	<b>State of Organization</b>	<b>Partners/Members</b>	<b>Tax Identification Number</b>	<b>Borrowing Base Property Owner</b>
Cedar Shopping Centers Partnership, L.P.	Delaware	N/A	11-3440066	No
Cedar Shopping Centers, Inc.	Maryland	N/A	42-1241468	No
Cedar-South Philadelphia I, LLC	Delaware	Cedar-South Philadelphia II, LLC (100%)	90-0082050	Yes
Cedar-South Philadelphia II, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	90-0082060	No
Cedar-Riverview LP	Pennsylvania	Cedar-Riverview LLC (1% of common interests; general partner); CSC-Riverview LLC (99% of common interests; limited partner); Firehouse Realty Corp. (preferred limited partner); Reed Development Associates, Inc. (preferred limited partner); South River View Plaza, Inc. (preferred limited partner); River View Development Corp. (preferred limited partner); Riverview Commons, Inc. (preferred limited partner)	20-0422200	Yes



<b>Legal Name of Loan Party</b>	<b>State of Organization</b>	<b>Partners/Members</b>	<b>Tax Identification Number</b>	<b>Borrowing Base Property Owner</b>
Cedar-Riverview LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-0151534	No
CSC-Riverview LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-0151125	No
Cedar Lender LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-0447171	No
Cedar Sunset Crossing, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-0579586	Yes
Cedar Dubois, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-0768567	Yes
Swede Square Associates, L.P.	Pennsylvania	Swede Square, LLC (0.1%; general partner); Cedar Shopping Centers Partnership, L.P. (99.9%; limited partner)	02-0673581	Yes
Swede Square, LLC	Pennsylvania	Cedar Shopping Centers Partnership, L.P. (100%)	02-0673593	No
Cedar Brickyard, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-2011661	Yes
Cedar St. James, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-2311739	Yes
Cedar Kenley Village, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-2311870	Yes

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<b>Legal Name of Loan Party</b>	<b>State of Organization</b>	<b>Partners/Members</b>	<b>Tax Identification Number</b>	<b>Borrowing Base Property Owner</b>
Cedar-Valley Plaza, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	42-1596164	Yes
Cedar-Glen Allen UK, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3797757	Yes
Cedar-Fredericksburg UK, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3797657	Yes
Cedar-Salem Run, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3797596	Yes
Cedar-VA Commons, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3797692	Yes
Cedar-Revere LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3528504	Yes
Cedar-Carlisle, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3397838	Yes
Cedar-Oakhurst, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-5233216	Yes
Cedar-Palmyra, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-3897470	Yes
Cedar-Stadium Plaza LLC	Delaware	CIF-Loyal Plaza Associates, Corp. (0.01%; member); Cedar Shopping Centers Partnership, L.P. (99.99%; member)	20-2957198	Yes

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<b>Legal Name of Loan Party</b>	<b>State of Organization</b>	<b>Partners/Members</b>	<b>Tax Identification Number</b>	<b>Borrowing Base Property Owner</b>
CIF-Loyal Plaza Associates, Corp.	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	42-1597273	No
Cedar-Annie Land, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-5412150	Yes
Cedar-Arlington Road LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-2369571	Yes
Cedar-Zanesville LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-2369724	Yes
Cedar-Cuyahoga, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-5871202	Yes
Cedar-Fairview Commons, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-8241755	Yes
Cedar-Norwood, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-5610606	Yes
Cedar-Metro Square II, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-3478262	Yes
Cedar-Mason, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-1857485	Yes
Cedar-HD, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-1591415	Yes
Cedar-Hilliard, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-0337651	Yes

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<b>Legal Name of Loan Party</b>	<b>State of Organization</b>	<b>Partners/Members</b>	<b>Tax Identification Number</b>	<b>Borrowing Base Property Owner</b>
Cedar-Grove City, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-0285531	Yes
Cedar-Enon, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-1591182	Yes
Greentree Road L.L.C. 1	Delaware	Greentree Road L.L.C. 2 (100%)	11-3620398	Yes
Cedar-Bristol, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	20-8328145	Yes
Greentree Road L.L.C. 2	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	11-3620395	No
Cedar-Circle, LLC	Delaware	Cedar Shopping Centers Partnership, L.P. (100%)	26-0531641	Yes

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## BORROWING BASE PROPERTIES

<u>Borrowing Base Property</u>	<u>Legal Name of Owner(s)</u>	<u>Fee Simple or Leasehold Estate</u>	<u>Date of Appraisal</u>	<u>Actual Appraised Value</u>
South Philadelphia Shopping Plaza Philadelphia, Pennsylvania	Cedar-South Philadelphia I, LLC	Leasehold	June 17, 2009	\$ 44,500,000
Riverview Shopping Center Philadelphia, Pennsylvania	Cedar-Riverview LP	Leasehold	June 15, 2009	\$ 48,000,000
Sunset Crossing Shopping Center Dickson, Pennsylvania	Cedar Sunset Crossing, LLC	Fee Simple	June 17, 2009	\$ 11,000,000
Dubois Commons Shopping Center Sandy, Pennsylvania	Cedar Dubois, LLC	Fee Simple	March 13, 2008	\$ 20,500,000
Swede Square Shopping Center East Norriton, Pennsylvania	Swede Square Associates, L.P.	Fee Simple	June 11, 2009	\$ 15,800,000
Brickyard Shopping Center Berlin, Connecticut	Cedar Brickyard, LLC	Fee Simple	June 19, 2009	\$ 23,000,000
Valley Plaza Shopping Center, Hagerstown, Maryland	Cedar-Valley Plaza, LLC	Fee Simple	October 21, 2008	\$ 9,600,000
St. James Shopping Center, Hagerstown, Maryland	Cedar St. James, LLC	Fee Simple	June 15, 2009	\$ 4,200,000
Kenley Village Shopping Center, Hagerstown, Maryland	Cedar Kenley Village, LLC	Fee Simple	June 15, 2009	\$ 3,600,000
Ukrop's Shopping Center, Fredericksburg, Virginia	Cedar-Fredericksburg UK, LLC	Fee Simple	October 20, 2008	\$ 15,200,000

<b>Borrowing Base Property</b>	<b>Legal Name of Owner(s)</b>	<b>Fee Simple or Leasehold Estate</b>	<b>Date of Appraisal</b>	<b>Actual Appraised Value</b>
Ukrop's Shopping Center, Glen Allen, Virginia	Cedar-Glen Allen UK, LLC	Fee Simple	October 24, 2008	\$ 6,000,000
Virginia Center Commons Glen Allen, Virginia	Cedar-VA Commons, LLC	Fee Simple	October 24, 2008	\$ 4,000,000
The Shoppes at Salem Run Fredericksburg, Virginia	Cedar-Salem Run, LLC	Fee Simple	June 16, 2009	\$ 5,100,000
Unit 2 of The Shops at Suffolk Downs Condominium, Revere, Massachusetts	Cedar-Revere LLC	Fee Simple	October 18, 2008	\$ 15,200,000
Point at Carlisle Shopping Center Carlisle, Pennsylvania	Cedar-Carlisle, LLC	Fee Simple	October 20, 2008	\$ 12,200,000
Oakhurst Plaza Harrisburg, Pennsylvania	Cedar-Oakhurst, LLC	Fee Simple	October 10, 2008	\$ 16,900,000
Palmyra Shopping Center Palmyra, Pennsylvania	Cedar-Palmyra, LLC	Fee Simple	October 10, 2008	\$ 7,250,000
Stadium Plaza East Lansing, Michigan	Cedar-Stadium Plaza LLC	Fee Simple	October 20, 2008	\$ 8,300,000
Annie Land Plaza Lovington, Virginia	Cedar-Annie Land, LLC	Fee Simple	June 12, 2009	\$ 3,400,000
First Merit Bank Akron, Ohio	Cedar-Arlington Road LLC	Fee Simple	June 19, 2009	\$ 720,000
Family Dollar Zanesville, Ohio	Cedar-Zanesville LLC	Fee Simple	June 12, 2009	\$ 490,000
First Merit Bank Cuyahoga Falls, Ohio	Cedar-Cuyahoga, LLC	Fee Simple	June 23, 2009	\$ 990,000

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<b>Borrowing Base Property</b>	<b>Legal Name of Owner(s)</b>	<b>Fee Simple or Leasehold Estate</b>	<b>Date of Appraisal</b>	<b>Actual Appraised Value</b>
Fairview Commons Fairview Township, Pennsylvania	Cedar-Fairview Commons, LLC	Fee Simple	June 18, 2009	\$ 4,300,000
Hannaford Plaza Norwood, Massachusetts	Cedar-Norwood LLC	Fee Simple	June 12, 2009	\$ 7,830,000
Washington Center Shops, Washington, New Jersey	Greentree Road L.L.C. 1	Fee Simple	June 18, 2009	\$ 1,200,000
Enon Discount Drug Mart Plaza, Fairborn, Ohio	Cedar-Enon, LLC	Fee Simple	March 8, 2009	\$ 4,900,000
Grove City Discount Drug Mart Plaza, Grove City, Ohio	Cedar-Grove City, LLC	Fee Simple	March 4, 2009	\$ 5,500,000
Hilliard Discount Drug Mart, Hilliard, Ohio	Cedar-Hilliard, LLC	Fee Simple	March 4, 2009	\$ 5,250,000
Hills and Dales Discount Drug Mart Plaza, Canton, Ohio	Cedar-HD, LLC	Fee Simple	March 6, 2009	\$ 3,350,000
Mason Discount Drug Mart Plaza, Mason, Ohio	Cedar-Mason, LLC	Fee Simple	March 8, 2009	\$ 7,750,000
Circle Plaza, Shamokin Dam Borough, Pennsylvania	Cedar-Circle, LLC	Fee Simple	June 16, 2009	\$ 1,975,000
Oakland Commons, Bristol, Connecticut	Cedar-Bristol, LLC	Fee Simple	October 23, 2008	\$ 11,600,000
Metro Square at Owings Mills, Owings Mills, Maryland	Cedar-Metro Square II, LLC	Fee Simple	March 8, 2009	\$ 4,700,000

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**GROUND LEASES**

That certain Ground Lease, dated as of October 31, 2003, by and between SPSP Corporation, Passyunk Supermarket, Inc., and Twenty Fourth Street Passyunk Partners, L.P., as landlord, and Cedar-South Philadelphia I, LLC, as tenant.

That certain Lease, dated as of June 24, 1992, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain First Amendment to Lease, dated as of February 10, 1993, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain Lease, dated as of October 16, 1991, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain Assignment and Assumption of Lease Agreement and Estoppel Certificate, between Interstate Land Management Corporation and Riverview Commons, Inc. (with regard to the Lease dated June 24, 1992).

That certain Assignment and Assumption of Lease Agreement and Estoppel Certificate, between Interstate Land Management Corporation and Riverview Commons, Inc. (with regard to the Lease dated October 16, 1991).

As of the Closing Date, no ground lessor is an Affiliate of any Loan Party.

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## MAJOR LEASE LOCATIONS

	<b>Loan Party</b>	<b>Borrowing Base Property</b>	<b>Tenant(s)</b>	<b>Sq. Ft.</b>
1	Cedar-Annie Land, LLC	Annie Land Plaza	Food Lion	29,000
2	Cedar-Circle, LLC	Circle Plaza	K-Mart	92,171
3	Cedar-Enon, LLC	Enon Discount Drug Mart Plaza (Fairborn)	Discount Drug Mart	24,596
4	Cedar-Fairview Commons, LLC	Fairview Commons	Giant Foods	17,264
5	Cedar-Cuyahoga, LLC	First Merit Bank - Cuyahoga Falls	FirstMerit Bank	15,600
6	Cedar-Grove City, LLC	Grove City Discount Drug Mart Plaza	Discount Drug Mart	24,596
7	Cedar-Norwood, LLC	Hannaford Plaza	Dollar Tree Stores Hannaford Brothers Rocky's Ace Hardware	16,798 42,598 18,830
8	Cedar-Hilliard, LLC	Hilliard Discount Drug Mart Plaza	Discount Drug Mart	24,592
9	Cedar-HD, LLC	Hills and Dales Discount Drug Mart Plaza (Canton)	Discount Drug Mart	23,608
10	Cedar Kenley Village, LLC	Kenley Village Shopping Center	Dollar General Food Lion	11,144 29,000

	<b>Loan Party</b>	<b>Borrowing Base Property</b>	<b>Tenant(s)</b>	<b>Sq. Ft.</b>
11	Cedar-Mason, LLC	Mason Discount Drug Mart Plaza	Discount Drug Mart	24,596
12	Cedar-Oakhurst, LLC	Oakhurst Plaza	CVS Giant Foods	11,300 62,320
13	Cedar Bristol LLC	Oakland Commons	Bristol Ten Pin Shaw's	35,189 54,661
14	Cedar-Palmyra, LLC	Palmyra Shopping Center	Rite Aid Weis Markets	18,104 46,181
15	Cedar-Riverview LP	Riverview Shopping Center	United Artist Theater Avalon Carpet, Tile, Etc. Pep Boys	77,700 25,000 22,000
16	Cedar-South Philadelphia I, LLC	South Philadelphia Shopping Plaza	Bally Total Fitness Dollar Tree Stores Ross Dress for Less Shop Rite	31,000 6,930 31,349 54,388

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	<b>Loan Party</b>	<b>Borrowing Base Property</b>	<b>Tenant(s)</b>	<b>Sq. Ft.</b>
17	Cedar St. James, LLC	St. James Shopping Center	Food Lion	33,000
18	Cedar-Stadium Plaza LLC	Stadium Plaza	A&P	54,650
19	Cedar Sunset Crossing, LLC	Sunset Crossing Shopping Center	Giant Foods	54,332
20	Swede Square Associates, L.P.	Swede Square Shopping Center	LA Fitness	37,200
21	Cedar Brickyard, LLC	Brickyard Shopping Center	Home Depot	103,003
			Sym's Walmart	38,000 109,755
22	Cedar Bristol, LLC	Oakland Commons	Dollar Tree Stores Shop N Save The Bon-Ton	6,250 52,654 54,500
23	Cedar-Carlisle, LLC	Point at Carlisle Shopping Center	The Bon-Ton	59,925
			Dollar Tree Stores Dunham Sports Office Max	16,300 21,300 22,645
24	Cedar-Revere LLC	Unit 2 of The Shops at Suffolk Downs Condominium	Stop & Shop	74,977
25	Cedar-Fredericksburg UK, LLC	Ukrop's Shopping Center Fredericksburg	Ukrop's	63,000
26	Cedar-Glen Allen UK, LLC	Ukrop's Shopping	Ukrop's	43,000

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Loan Party	Borrowing Base Property	Tenant(s)	Sq. Ft.
27	Cedar-Valley Plaza, LLC	Center Glen Allen	
	Valley Plaza Shopping Center	K-Mart	95,810
		Ollie's Bargain Outlet Tractor Supply Company	41,888 32,095

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NOTICES

BORROWER:

Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Telecopier: (516) 767-6497  
Electronic Mail: LSU@cedarshoppingcenters.com  
Website Address: www.cedarshoppingcenters.com  
U.S. Taxpayer Identification Number: 11-3440066

and

Attention: Lawrence E. Kreider, Jr.  
Telecopier: (516) 767-6497  
Electronic Mail: lkreider@cedarshoppingcenters.com

with copies to:

Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Stuart Widowski, Esq.  
Telephone: (516) 944-4529  
Telecopier: (516) 767-6497  
Electronic Mail: swidowski@cedarshoppingcenters.com

and

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038-4982  
Attention: Karen Scanna, Esq.  
Telecopier: (212) 806-6006

---

ADMINISTRATIVE AGENT:

Administrative Agent's Office

(for payments and Requests for Credit Extensions):

Bank of America, N.A.

901 Main St

Mail Code: TX1-492-15-05

Dallas, TX 75202-3714

Attention: Betty L. Canales

Telephone: 214-209-2131

Telecopier: 214-290-8377

Electronic Mail: [betty.l.canales@bankofamerica.com](mailto:betty.l.canales@bankofamerica.com)

Account No.: 1292000883

Ref: Cedar Shopping Centers Partnership L.P.

ABA# 026009593

Other Notices as Administrative Agent

Bank of America, N.A.

Agency Management

101 N. Tryon Street

Mail Code: NC1-001-15-14

Charlotte, NC 28255

Attention: Maria A. McClain

Telephone: 980-388-1935

Telecopier: 704-409-0913

Electronic Mail: [maria.a.mcclain@bankofamerica.com](mailto:maria.a.mcclain@bankofamerica.com)

L/C ISSUER:

Bank of America, N.A.

Trade Operations

1 Fleet Way

Mail Code: PA6-580-02-30

Scranton, PA 18507

Attention: Michael A. Grizzanti, VP, Operations Manager

Telephone: 570-330-4214

Telecopier: 800-755-8743

Electronic Mail: [michael.a.grizzanti@bankofamerica.com](mailto:michael.a.grizzanti@bankofamerica.com)

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FORM OF  
LOAN NOTICE

Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"). The terms defined therein being used herein as therein defined), among Cedar Shopping Centers Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer.

The undersigned hereby requests (select one):

o A Loan Advance

o A conversion or continuation of Loans

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \$ \_\_\_\_\_
3. Comprised of \_\_\_\_\_  
[Type of Loan requested]
4. For a LIBO Rate Advance: an Interest Period of: \_\_ months

The undersigned hereby represents and warrants the following:<sup>1</sup>

1. The Loan Advance is for the purpose of: \_\_\_\_\_.
2. The Total Outstandings reflecting the funding of the Loan Advance being requested hereby are: \_\_\_\_\_.
3. Maximum Loan Amount pursuant to Section 2.1.1 (a) of the Agreement (lesser of Total Commitment and the Borrowing Base Value) is: \$ \_\_\_\_\_.

<sup>1</sup> Only include for a Loan Advance.

4. The aggregate remaining amount which may be funded under the Agreement is: \_\_\_\_\_.
5. Attached as Exhibit A hereto are calculations evidencing the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower.
6. The representations and warranties of the Borrower and each other Loan Party contained in Article 6 of the Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct in all material respects on and as of the date of the Credit Extension requested hereby, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this notice, the representations and warranties contained in Section 6.8 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2.1 and 7.2.2 of the Agreement.
7. No Default or Event of Default exists, or would result from the Loan Advance requested hereby or from the application of the proceeds thereof.

Note: Each request for a Loan Advance hereunder shall be for (a) a minimum amount as required by Section 2.3.6 of the Loan Agreement, and (b) an amount not to exceed (x) the Maximum Loan Amount less (y) the Total Outstandings (after giving effect to such Loan Advance).

Delivery of executed counterparts of this Loan Notice by telecopy or other electronic means shall be effective as an original.

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CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P., a Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general  
partner

By: \_\_\_\_\_  
Name:  
Title:

---

**EXHIBIT A**

[to be completed by Borrower]

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FORM OF  
NOTE

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to \_\_\_\_\_ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Loan from time to time made by the Lender to the Borrower or so much thereof as shall be outstanding from time to time under that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among the Borrower, the Lender, the other financial institutions named therein and from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity, the "Administrative Agent").

The Borrower promises to pay interest on the unpaid principal amount of each Loan Advance from the date of such Loan Advance until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due under the terms of the Agreement, such unpaid amount shall bear interest, to be paid in accordance with the terms of the Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is a Note as referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note may be declared to be, immediately due and payable, all as provided in the Agreement. Loan Advances made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date and amount of its Loan Advances and payments with respect thereto; provided, however, that if any of said schedules shall be inconsistent with the terms of the Agreement, the terms of the Agreement shall control.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note, except as otherwise provided in the Agreement.

The terms of Sections 13.4, 15.2, 15.6 and 15.16 of the Agreement are incorporated herein by reference, mutatis mutandis.

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THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Delivery of executed counterparts of this Note by telecopy or other electronic means shall be effective as an original.

Any notices given with respect to this Note shall be given in the manner provided for in the Loan Agreement.

---

CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P., a Delaware limited partnership

By: Cedar Shopping Centers, Inc., a  
Maryland corporation, its general  
partner

By: \_\_\_\_\_  
Name:  
Title:

---

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Cedar Shopping Centers Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

- 1. I am the duly elected/authorized \_\_\_\_\_ of Cedar Shopping Centers, Inc., general partner of the Borrower.
- 2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a review of the transactions and conditions of the Borrower during the accounting period covered by the attached financial statements.
- 3. The financial statements attached as Schedule 1 fairly present in all material respects the Consolidated financial condition of CSC. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below. .
- 4. The financial covenant analyses and information set forth on Schedule 2 attached hereto are true and accurate on and as of the date of this Certificate, except as set forth below.

Described below are the exceptions, if any, to paragraphs 3 and 4, listing the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

\_\_\_\_\_

- 5. Attached hereto on Schedule 3 are the following: (a) a report containing, to the extent not included in the deliveries under Sections 7.2.1, 7.2.2, or 7.2.3 of the Agreement for all Individual Properties, a summary listing of all Net Operating Income, revenues, rent roll,

\_\_\_\_\_

mortgage Debt, if any, and, in addition, for each Individual Property acquired during the quarter just ended, the cost basis and the amount and terms of any assumed Debt; (b) a listing of all filings by the Borrower or CSC with the SEC, including, without limitation, full copies of CSC's 10-Q and 10-K filings and (c) Cash Flow Projections, as required by Section 7.2.1 and 7.2.2 of the Agreement specifically identifying, without limitation, (i) any changes to the Cash Flow Projection provided in the immediately prior Officer's Certificate, (ii) any Distributions projected during the next one-hundred and eighty (180) days and (iii) a consolidated Adjusted FFO, (d) a list of any Major Leases entered into during the most recent fiscal quarter and any existing Leases that became Major Leases during the most recent fiscal quarter and (e) any material change in accounting policies required by GAAP or financial reporting practices by any Loan Party or their Subsidiaries.

Delivery of executed counterparts of this Compliance Certificate by telecopy or other electronic means shall be effective as an original.

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*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

CEDAR SHOPPING CENTERS PARTNERSHIP,  
L.P., a Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general  
partner

By: \_\_\_\_\_  
Name:  
Title:

---



SCHEDULE 1  
to the Compliance Certificate

For the Quarter/Year ended \_\_\_\_\_, \_\_\_\_\_

[Quarterly/Annual] Financial Statements

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SCHEDULE 2  
to the Compliance Certificate

For the Quarter/Year ended \_\_\_\_\_, \_\_\_\_

[FINANCIAL COVENANT CALCULATIONS TO BE ATTACHED BY BORROWER]

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SCHEDULE 3  
to the Compliance Certificate  
[TO BE ATTACHED BY BORROWER]

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**FORM OF  
ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the] [each] Assignor identified in item 1 below ([the] [each, an] "Assignor") and [the] [each]<sup>3</sup> Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>4</sup> hereunder are several and not joint.]<sup>5</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (the "Loan Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the] [each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor] [the respective Assignors] under the respective facilities identified below (including, without limitation, the Letters of Credit included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)] [the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the] [any] Assignor and, except as expressly

- 
- 2 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.
  - 3 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.
  - 4 Select as appropriate.
  - 5 Include bracketed language if there are either multiple Assignors or multiple Assignees.
-

provided in this Assignment and Assumption, without representation or warranty by [the] [any] Assignor.

1. Assignor[s]: \_\_\_\_\_  
\_\_\_\_\_
2. Assignee[s]: \_\_\_\_\_  
\_\_\_\_\_

[for each Assignee, indicate [Affiliate] [Approved Fund] of *[identify Lender]*]

3. Borrower: Cedar Shopping Centers Partnership, L.P.
4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Loan Agreement
5. Loan Agreement: Amended and Restated Loan Agreement, dated as of November 10, 2009, among Cedar Shopping Centers, L.P., the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer
6. Assigned Interest:

Assignor[s] <sup>6</sup>	Assignee[s] <sup>7</sup>	Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders <sup>8</sup>	Amount of Commitment /Loans Assigned	Percentage Assigned of Commitment/Loans <sup>9</sup>	CUSIP Number
		Commitment	\$ _____	\$ _____	%	
		Commitment	\$ _____	\$ _____	%	
		Commitment	\$ _____	\$ _____	%	

- 6 List each Assignor, as appropriate.
- 7 List each Assignee, as appropriate.
- 8 Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.
- 9 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

---

[7. Trade Date: \_\_\_\_\_]10

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Title:

ASSIGNEE  
[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Title:

[Consented to and]11 Accepted:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Title:

[Consented to:]12

By: \_\_\_\_\_  
Title:

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10 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

11 To be added only if the consent of the Administrative Agent is required by the terms of the Loan Agreement.

12 To be added only if the consent of the Borrower and/or other parties (L/C Issuer) is required by the terms of the Loan Agreement.

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STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The] [Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the] [[the relevant] Assigned Interest, (ii) [the] [such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under the Loan Agreement (subject to such consents, if any, as may be required under the Loan Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of [the] [the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the] [such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the] [such] Assigned Interest, or experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the terms of the Loan Agreement, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the] [such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the] [such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Loan Agreement, duly completed and executed by [the] [such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the] [any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii)

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it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the] [the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

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**FORM OF  
ESTOPPEL CERTIFICATE  
ESTOPPEL CERTIFICATE AND AGREEMENT**

WHEREAS, \_\_\_\_\_ a \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter, the "Landlord"), is the owner in fee simple of that certain parcel of real estate numbered \_\_\_\_\_, and commonly known as \_\_\_\_\_, as more particularly described in Exhibit A annexed hereto (hereinafter, the "Premises");

WHEREAS, the Landlord has leased the Premises to \_\_\_\_\_, a \_\_\_\_\_ having and address at \_\_\_\_\_ (hereinafter, the "Tenant"), pursuant to that certain ground lease dated as of \_\_\_\_\_, \_\_\_\_\_ (hereinafter, with any amendments, modifications, extensions, replacements or renewals, the "Lease"), a copy of which is attached hereto as Exhibit B and made a part hereof (*All capitalized terms used herein which are not otherwise defined shall have the meaning ascribed to such term under the Lease*);

WHEREAS, Bank of America, N.A., a national banking, as administrative agent (hereinafter, the "Agent") on behalf of itself and certain other lenders (hereinafter, individually and collectively referred to as the "Lender" or "Lenders"), has agreed to establish a loan arrangement (hereinafter, the "Loan Arrangement") with Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership (hereinafter, the "Borrower");

WHEREAS, the Tenant has substantial financial dealings with the Borrower and is affiliated with the Borrower (by ownership and by contractual relationship and/or other meaningful business relationship), and the extension of credit and the providing of financial accommodations to the Borrower will enhance and benefit the business activities and interests of the Tenant;

WHEREAS, as a condition to establishing the Loan Arrangement, the Agent and the Lenders require that, among other collateral to be granted, the Tenant grant to the Agent, on behalf of the Lenders, a leasehold mortgage in and to the rights of the Tenant to the Lease and the Premises and a security interest in other property of the Tenant, said leasehold mortgage and security interests to be created by the execution and delivery by the Tenant of that certain [DESCRIBE LEASEHOLD MORTGAGE AGREEMENT] (hereinafter, with any extensions, modifications and amendments, the "Leasehold Mortgage");

WHEREAS, as a further condition to establishing the Loan Arrangement, the Agent and the Lenders require that the Landlord certify, represent, covenant, and agree to the matters described in this Estoppel Certificate and Agreement (hereinafter, this "Estoppel Certificate"); and

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WHEREAS, it is in the best interest of the Landlord that the Loan Arrangement be established.

NOW, THEREFORE, in consideration of the foregoing, and upon the request of the Agent and the Lenders, Landlord and the Tenant hereby make the following representations and covenants:

1. The Landlord and Tenant represent that:
    - 1.1 the Lease is currently in full force and effect;
    - 1.2 the Lease has not been modified or amended;
    - 1.3 neither the Tenant nor Landlord is in default under the Lease, nor has any event occurred which is, or solely with the passage of time would be, an event of default under the Lease; and
    - 1.4 the term of the Lease commences on \_\_\_\_\_, \_\_\_ and expires on \_\_\_\_\_, \_\_\_.
  2. The Landlord represents that all rent presently due under the Lease has been paid in full, and no additional rent is presently due under the Lease; and as of the date of this Estoppel Certificate, there are no other payments due and payable from the Tenant to the Landlord under the Lease.
  3. The Landlord represents and warrants that its fee interest in the Premises is unencumbered, except as set forth in Exhibit C attached hereto.
  4. The Landlord acknowledges and agrees that the interest of the Landlord in and to the Premises and the Lease shall not be encumbered beyond that which such interests are encumbered as of the date hereof in any manner whatsoever without the prior written consent of the Agent.
  5. The Landlord hereby:
    - 5.1 acknowledges and consents to the granting of the Leasehold Mortgage, and acknowledges and recognizes that the Agent, as the mortgagee of the leasehold interest in the Lease, is entitled to the benefit of all of the rights and privileges provided to a leasehold mortgagee under the Lease;
    - 5.2 recognizes the rights of the Agent, and any successor, assignee or transferee of the Agent, in and to the Premises as described in the Leasehold Mortgage, and consents to the exercise by the Agent of its rights under the Leasehold Mortgage upon the occurrence of an event of default by the Tenant under the Leasehold Mortgage;
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- 5.3 recognizes the right of the Agent, and any successor, assignee or transferee of the Agent, to exercise any options, including, without limitation, any renewal or extension options or rights of first refusal provided to the Tenant under the Lease, and agrees that if, prior to the exercise by the Agent of its rights under the Leasehold Mortgage, the Tenant fails to exercise within the applicable time periods set forth in the Lease any option including, without limitation, any renewal or extension option or right of first refusal, the Landlord shall notify the Agent as attorney-in-fact for the Tenant and the Agent shall be authorized, at its option, to exercise any option or right within sixty (60) days of receipt of such notice and the Landlord shall recognize said exercise of any option or right by the Agent;
  - 5.4 agrees that the interest of the Landlord in and to the Premises and the Lease shall not be transferred or assigned unless the transferee or assignee provides a written agreement to the Agent that (i) said transfer or assignment is subject to the terms and conditions of the Lease, and this Estoppel Certificate, and (ii) the transferee or assignee assumes the obligations of the Landlord thereunder and hereunder;
  - 5.5 acknowledges that notwithstanding the occurrence of any event of default under the Lease, the Landlord will not terminate, or allow or suffer the termination of, the Lease, without the prior written consent of Agent; and
  - 5.6 agrees that notwithstanding the terms of the Lease, any and all insurance proceeds or eminent domain or condemnation awards or proceeds with respect to the Premises shall be subject to the approval of the Agent and shall be payable to the Agent, or otherwise made available for the repair or restoration of the Premises, all in accordance with the terms and provisions of the Leasehold Mortgage.
6. Upon notice to the Landlord by the Agent of the exercise of Agent's rights against Tenant (whether pursuant to the Leasehold Mortgage or otherwise) the Landlord shall:
    - 6.1 not interfere with any enforcement by the Agent of the Agent's rights in and to the personal property of the Tenant located on the Premises;
    - 6.2 not distraint nor assert any claim against the personal property of Tenant;
    - 6.3 permit the Agent to enter upon the Premises and remove the personal property from the Premises, provided, the Agent agrees that it shall promptly repair, at the Agent's expense, any physical damage to the Premises caused by said removal; and
    - 6.4 not interfere with the disposal of the personal property by sale (by public auction or otherwise) conducted on the Premises.
  7. Until such time as the Agent executes and records a discharge of the Leasehold Mortgage:
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- 7.1 no modifications, extensions, renewals or surrender of the Lease shall be effective without the prior written consent of the Agent;
  - 7.2 the Landlord shall not convey the Premises to the Tenant without the prior written consent of the Agent;
  - 7.3 any and all rights, easements and development agreements to be granted by, or entered into with, the Landlord relative to the Premises shall not be granted or entered into without the prior written consent of the Agent; and
  - 7.4 the Landlord shall waive any provisions of the Lease which provide that Tenant shall, upon request of the Landlord, subordinate the Lease to any lien of any present or future mortgages granted by the Landlord.
8. In the event of any default by the Tenant under the Lease, the Landlord shall:
- 8.1 cause a copy of any notice of default by the Tenant under the Lease or notice of termination of the Lease to be sent to the Agent, and the Landlord agrees that any such notice of default or termination shall not be deemed duly given and effective unless and until a copy of such notice is actually received by the Agent; and
  - 8.2 permit the Agent to cure or cause to be cured such default within thirty (30) days of the receipt of notice from the Landlord of Tenant's default if such default may be cured by the payment of money, or, otherwise, within sixty (60) days of the receipt of such notice.
9. If the Agent fails to cause any default of the Tenant under the Lease to be cured, or such default is incapable of being cured, during the applicable time period, the Landlord shall further refrain from exercising its rights and/or remedies under the Lease and shall not terminate the Lease if the Agent has provided the Landlord with written notice that either:
- 9.1 the Agent intends to cause the default to be cured and the Agent is diligently pursuing the cure of such default; or
  - 9.2 the Agent has or intends to make demand upon Tenant for payment or performance under any agreement between Tenant and the Agent pertaining to the Loan Arrangement and the Agent diligently pursues the exercise of its rights thereunder.
10. Any successor, assignee or transferee of the Agent shall have thirty (30) days from the consummation of such succession, assignment, or transfer within which to cure or cause to be cured any default of the Tenant under the Lease.
11. Any default of the Tenant under the Lease which is cured or which is caused to be cured by the Agent within the applicable cure period, shall be deemed to have been waived by
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the Landlord and the Landlord shall not be entitled to exercise any rights or remedies granted to Landlord under the Lease on account of the occurrence of such default.

- 12. In the event any default of Tenant under the Lease is incapable of being cured, the Landlord shall, upon the request of the Agent, execute a new lease with the Agent upon the same terms and conditions (but providing for the revival of any rights and/or options which may have lapsed due to the Tenant's action or inaction under the Lease) as the Lease and such new lease shall have the same relative priority in right, title and interest in and to the Premises as the Lease.
- 13. The Agent shall not become liable for the obligations of the Tenant under the Lease unless and until the Agent obtains possession of the Premises and expressly agrees to assume all such obligations, and then, only for the period during which the Agent is in possession of the Premises. Upon the sale, transfer or assignment by the Agent of its interest in the Lease and/or the Premises, the Agent shall have no further liability to the Landlord.
- 14. Whether or not the Agent assumes the obligations of Tenant pursuant to Section 13, above, the Agent shall have no liability to the Landlord for any obligations of Tenant under the Lease arising prior to such assumption by the Agent.
- 15. All notices under this Estoppel Certificate shall be sent certified mail, return receipt requested as follows:

If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to the Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_



If to the Agent:

Bank of America, N.A., in its capacity as Administrative Agent  
Agency Management  
101 N. Tryon Street  
Mail Code: NC1-001-15-14  
Charlotte, NC 28255  
Attention: Maria McClain

With a copy to:

Moore & Van Allen PLLC  
Suite 4700  
100 N. Tryon Street  
Charlotte, NC 28202-4003  
Attention: Justin M. Riess  
FAX No.: (704) 339-5882

All notices hereunder shall be deemed to have been received three (3) days after the date of mailing in accordance with the above described requirements.

16. Upon the request of the Agent, the Landlord will provide the Agent with estoppel certificates, in form acceptable to Agent, with respect to the status of the Lease and the compliance by the Landlord and/or Tenant with regard to specific terms, provisions and conditions set forth thereunder.
17. Each party hereto agrees to execute such documents as may be reasonably required from time to time to evidence or effectuate the terms and provisions hereof.
18. This Estoppel Certificate is binding on, and shall inure to the benefit of, the Tenant, the Agent, and the Landlord, and each of their successor and assigns.  
Delivery of executed counterparts of this Estoppel Certificate by telecopy or other electronic means shall be effective as an original.

[The balance of this page is intentionally left blank]

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It is intended that this Estoppel Certificate take effect as a sealed instrument as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LANDLORD:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENT:

BANK OF AMERICA, N.A., in its capacity as  
administrative agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
Premises  
(See Attached)

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**EXHIBIT B**

Lease

(See Attached)

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**EXHIBIT C**  
Encumbrances

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FORM OF  
CLOSING COMPLIANCE CERTIFICATE

Closing Date: November 10, 2009

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Cedar Shopping Centers Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer. All capitalized terms used herein which are not otherwise defined shall have the meaning ascribed to such term under the Agreement.

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower, and that:

1. No Default or Event of Default has occurred or would occur after giving effect to the Agreement, the Loan Documents and all Credit Extensions occurring on the Closing Date.
  2. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the date set forth therein.
  3. The Borrower, CSC and each of the Borrowing Base Property Owners (both before and after giving effect to the Credit Extensions occurring on the Closing Date) (a) is solvent, (b) has assets having a fair value in excess of the amount required to pay such Person's probable liabilities and existing Debts as such become absolute and mature, and (c) has adequate capital for the conduct of such Person's business and the ability to pay such Person's Debts from time to time incurred in connection therewith as such Debts mature.
  4. No change has occurred in the financial condition, business, affairs, operations or control of Borrower and/or the Loan Parties, since the date of their respective financial statements most recently delivered to Administrative Agent or any of the Lenders, which change has had or could reasonably be expected to have a Material Adverse Effect.
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5. All representations and warranties made by or on behalf of any of the Borrower and the other Loan Parties, or any of them, to the Administrative Agent or any of the Lenders are true, accurate and complete in all material respects and shall do not omit any material fact necessary to make the same not misleading.

6. There are not any actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of the Borrower's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, or the Borrower, any other Loan Party, or any other Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company or, to the extent not so covered, could (a) materially adversely affect a Borrowing Base Property or (b) have or reasonably be expected to have a Material Adverse Effect.

7. No Laws prohibit or adversely limit the capacity or authority of the Borrower or any Loan Party to enter into the Loan Documents and perform the obligations of such Person with respect thereto.

8. There has not been any material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising the Borrowing Base Properties.

9. No third party consents and/or agreements are required with respect to entering into the Loan Documents or performing the obligations thereunder.

10. On or before the date hereof, the Borrower shall have received gross cash proceeds from CSC of not less than \$39,999,996 as a result of the issuance of common equity interests by CSC (the "Equity Investment"). The proceeds of the Equity Investment have been applied by the Borrower to reduce not less than \$36,000,000 of debt under the Existing Loan Agreement.

Delivery of executed counterparts of this Compliance Certificate by telecopy or other electronic means shall be effective as an original.

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*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of the date and year set forth above.

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a  
Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland  
corporation, its general partner

By: \_\_\_\_\_  
Name:  
Title:

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SCHEDULE 1  
to the Closing Certificate  
[TO BE COMPLETED BY BORROWER]

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**FORM OF  
GUARANTY**

This unconditional guaranty (hereinafter, the "Guaranty") is given pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Shopping Centers Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity as Administrative Agent, the "Agent"). Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

FOR VALUE RECEIVED, and to induce Agent and the Lenders to extend credit to the Borrower as provided for in the Loan Agreement and the other Loan Documents, [INSERT GUARANTOR NAME] (hereinafter, the "Guarantor"), hereby unconditionally agrees as follows:

1. Guaranty. Guarantor, as a primary party and not merely as a surety, unconditionally and irrevocably guarantees the prompt and full payment (and not merely the collectibility), performance, and observance of all of the obligations, terms and conditions to be paid, performed or observed by Borrower under the Note, Loan Agreement and each other Loan Document, to or on behalf of the Agent, the Lenders, or any one of them, each as the same may be hereafter amended, modified, extended, renewed or recast, including, without limitation, all of the Obligations and the payment of all principal, interest, fees and other charges when due under the Note, the Loan Agreement and each other Loan Document (hereinafter, the "Guaranteed Obligations").

Upon the occurrence of and during the continuance of any Event of Default under the Loan Agreement, or any of the other Loan Documents, or if Agent has accelerated the Loan pursuant to a right to do so under the Loan Agreement, Agent may at its option proceed directly and at once, without notice (except as otherwise provided under the Loan Agreement), against Guarantor hereunder, without proceeding against Borrower, any other Guarantor, or any other person or other Collateral for the Obligations or the Guaranteed Obligations.

If Borrower, or Guarantor if so required, shall fail or refuse to perform or continue performance of all of the Obligations on the part of Borrower to be kept and performed, then, if an Event of Default exists on account thereof under the Loan Documents or this Guaranty, in addition to any other rights and remedies which Agent or any Lender may have hereunder or elsewhere, and not in limitation thereof, Agent or any Lender, at such party's option, may exercise any or all of its rights and remedies under the Loan Agreement and each other Loan Document.

This Guaranty shall survive and continue in full force and effect beyond and after the payment and satisfaction of the Guaranteed Obligations and the Obligations in the event Agent

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or any Lender is required to disgorge or return any payment or property received as a result of any laws pertaining to preferences, fraudulent transfers or fraudulent conveyances.

2. Waivers. Guarantor hereby waives and relinquishes to the fullest extent now or hereafter not prohibited by applicable law:

(a) all suretyship defenses and defenses in the nature thereof;

(b) any right or claim of right to cause a marshalling of the assets of Borrower or of any Collateral, or to cause Agent to proceed against any of the other security for the Guaranteed Obligations or the Obligations before proceeding under this Guaranty against Guarantor, or, if there shall be more than one Guarantor, to require Agent to proceed against any other Guarantor or any of Guarantors in any particular order;

(c) until satisfaction in full of the Obligations of the Borrower to the Agent and the Lenders, and the satisfaction in full of the Guaranteed Obligations, all rights and remedies, including, but not limited to, any rights of subrogation, contribution, reimbursement, exoneration or indemnification pursuant to any agreement, express or implied, or now or hereafter accorded by applicable law to indemnitors, guarantors, sureties or accommodation parties; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by any particular Guarantor shall not be effective to the extent that by virtue thereof such Guarantor's liability under this Guaranty or under any other Loan Document is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent transfers or conveyances or otherwise;

(d) notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest, or any and all notice of nonpayment, nonperformance, nonobservance or default, or other proof or notice of demand whereby to charge Guarantor therefor;

(e) the pleading of any statute of limitations as a defense to Guarantor's obligations hereunder; .

(f) the right to a trial by jury in any matter related to this Guaranty; and

(g) the benefit of all other provisions of law which may be validly waived.

GUARANTOR, AGENT AND LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS GUARANTY, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF AGENT OR ANY LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW,

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GUARANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GUARANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER IS GIVEN AS A MATERIAL INDUCEMENT TO AGENT AND THE LENDERS TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN.

3. Cumulative Rights. Agent's and any Lender's rights under this Guaranty shall be in addition to and not in limitation of all of the rights and remedies of Agent and any Lender under the Loan Documents. All rights and remedies of Agent and any Lender shall be cumulative and may be exercised in such manner and combination as Agent or any Lender may determine.

4. No Impairment. The liability of Guarantor hereunder shall in no way be limited or impaired by, and Guarantor hereby assents to and agrees to be bound by, any amendment or modification of the provisions of the Loan Documents to or with Agent or any Lender by Borrower or any other Guarantor or any person who succeeds Guarantor as owner of a Collateral Property (hereinafter, the "Property"). In addition, the liability of Guarantor under this Guaranty and the other Loan Documents shall in no way be limited or impaired by:

- (a) any extensions of time for performance required by any of the Loan Documents;
  - (b) any amendment to or modification of any of the Loan Documents;
  - (c) any sale or assignment of the Loan or any sale, assignment or foreclosure of the Security Documents, or any sale, transfer or exchange of all or part of the Property;
  - (d) any exculpatory, or nonrecourse, or limited recourse, provision in any of the Loan Documents limiting Agent's or any Lender's recourse to the Property secured by any Security Document, or to any other property, or limiting Agent's or any Lender's rights to a deficiency judgment against Borrower or any other person or entity;
  - (e) the accuracy or inaccuracy of any of the representations or warranties made by or on behalf of Borrower, any general partner, owner, principal, or agent of Borrower, or Guarantor, under any Loan Document or otherwise;
  - (f) the release of Borrower, any general partner, owner, principal, or agent of Borrower, or any other person or entity, from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law, Agent's or any Lender's voluntary act, or otherwise;
  - (g) the filing of any bankruptcy or reorganization proceeding by or against Borrower, any general partner, owner, principal, or agent of Borrower, Guarantor, or any subsequent owner of the Property;
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- (h) the release or substitution in whole or part of any collateral or security for the Obligations or the Guaranteed Obligations;
- (i) Agent's failure to record any Security Document or file any UCC financing statements, or Agent's improper recording or filing of any thereof, or Agent's failure to otherwise perfect, protect, secure, or insure any security interest or lien given as security for the Obligations or the Guaranteed Obligations;
- (j) the release of any other party now or hereafter liable upon or in respect of this Guaranty or any of the other Loan Documents; or
- (k) the invalidity or unenforceability of all or any portion of any of the Loan Documents as to Borrower, any Guarantor, or any other person or entity.

Any of the foregoing may be accomplished with or without notice to Borrower, any general partner, owner, principal, or agent of Borrower, or any Guarantor, and with or without consideration.

5. Delay Not Waiver. No delay on Agent's or any Lender's part in exercising any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of any such privilege, power or right. No waiver by Agent or any Lender in any instance shall constitute a waiver in any other instance.

6. Warranties and Representations. Guarantor warrants and represents to Agent and each of the Lenders for the express purpose of inducing Agent and the Lenders to enter into the Loan Agreement, to make each Loan Advance, to accept this Guaranty, and to otherwise complete the transactions contemplated by the Loan Agreement, as to such Guarantor, that as of the date of this Guaranty, upon the date of each Loan Advance, and at all times thereafter until the Loan is repaid and all Guaranteed Obligations to Agent and the Lenders have been satisfied in full, as follows:

(a) Incorporation by Reference. Each warranty and representation made by Guarantor in the Environmental Indemnity Agreement is true, accurate and complete and is incorporated herein by reference.

(b) Financial Information. Copies of the financial statements of Guarantor have been delivered to Agent and each Lender and each of the same fairly present Guarantor's financial condition as of the dates thereof and no material and adverse change has occurred in Guarantor's financial condition or business since the respective dates thereof; and each financial statement of Guarantor submitted in the future shall fairly present Guarantor's financial condition as of the dates thereof;

(c) No Violation. The payment and performance by Guarantor of the Guaranteed Obligations, Guarantor's obligations under the Loan Agreement, this Guaranty, the Security Documents, the Environmental Indemnity Agreement, and any other Loan Document, does not and shall not constitute a violation of any law, order, regulation, contract or agreement to which Guarantor is a party or by which Guarantor or Guarantor's property may be bound;

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(d) No Litigation. There is no material litigation now pending or, to the best of Guarantor's knowledge threatened in writing, against Guarantor which, if adversely decided would materially impair the ability of Guarantor to pay and perform the Guaranteed Obligations, Guarantor's obligations under the Loan Agreement, this Guaranty, the Security Documents, the Environmental Indemnity Agreement, or any other Loan Document.

(e) Entity Matters. The Guarantor is a duly organized, validly existing entity organized and in good standing under the laws of the State of [INSERT APPLICABLE STATE], and has all requisite power and authority to conduct its business and to own its property as now conducted or owned, and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law.

(f) Valid and Binding. Each of the Loan Documents to which Guarantor is a party constitutes Guarantor's legal, valid and binding obligation in accordance with the respective terms thereof, subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors and with respect to the availability of remedies of specific enforcement subject to the discretion of the court before which proceedings therefor may be brought.

(g) Solvency. Guarantor is solvent and is not rendered insolvent by the obligations undertaken in this Guaranty. Guarantor is not contemplating either the filing of a petition or proceeding under any state or federal bankruptcy or insolvency or reorganization laws or the liquidating of all or a major portion of Guarantor's property, and Guarantor has no knowledge of any such petition or proceeding being filed against any other Guarantor.

(h) Material Economic Benefit. The granting of the Credit Extensions to Borrower will constitute a material economic benefit to Guarantor.

7. Notices. Any notice or other communication in connection with this Guaranty shall be in writing and (i) deposited in the United States mail, postage prepaid by registered or certified mail, (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express, or (ii) sent by facsimile transmission if a FAX number is designated below, addressed as follows:

If to Guarantor:

[INSERT GUARANTOR ENTITY]  
44 South Bayles Avenue  
Port Washington, New York  
Attention: Leo S. Ullman  
FAX Number: (516) 767-6497

and

Attention: Lawrence E. Kreider, Jr.

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with copies by regular mail or such hand delivery or facsimile transmission to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Karen Scanna, Esquire  
FAX Number: (212) 806-6006

If to Agent:

Bank of America, N.A., in its capacity as Administrative Agent  
Agency Management  
101 N. Tryon Street  
Mail Code: NC1-001-15-14  
Charlotte, NC 28255  
Attention: Maria McClain

with copies by regular mail or such hand delivery or facsimile transmission to:

Moore & Van Allen PLLC  
Suite 4700  
100 N. Tryon Street  
Charlotte, NC 28202-4003  
Attention: Justin M. Riess  
FAX No.: (704) 339-5882

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of post-mark, or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day at the specified address, or (iii) if so mailed, on the date of actual receipt (or tender of delivery) as evidenced by the return receipt, or (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

8. No Oral Change. No provision of this Guaranty may be changed, waived, discharged, or terminated orally (in person or by telephone) or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge or termination is sought.

9. Parties Bound; Benefit. This Guaranty shall be binding upon Guarantor and Guarantor's respective successors, assigns, heirs and personal representatives and shall be for the benefit of Agent and each Lender, and of any subsequent holder of Agent's or any Lender's interest in the Loan and of any owner of a participation interest therein. In the event the interest

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of Agent or any other Lender under the Loan Documents is sold or transferred, then the liability of the Guarantor to Agent or such Lender shall then be in favor of both the Agent or Lender originally named herein and each subsequent holder of Agent's or Lender's interest therein, to the extent of their respective interests.

10. Joint and Several. If there is more than one (1) Guarantor, the obligations of each Guarantor, and such Guarantor's respective successors, assigns, heirs and personal representatives, shall be and remain joint and several.

11. Partial Invalidity. Each of the provisions hereof shall be enforceable against Guarantor to the fullest extent now or hereafter not prohibited by applicable law. The invalidity or unenforceability of any provision hereof shall not limit the validity or enforceability of each other provision hereof.

12. Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the internal laws of the State of New York. Agent or any Lender may enforce its rights hereunder and under the other Loan Documents, including, but not limited to, its rights to sue Guarantor or to collect any outstanding indebtedness in accordance with applicable law.

13. Consent to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS GUARANTY OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT AGAINST THE GUARANTOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. Guarantor hereby agrees and consents that in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York State or Federal Court located within the Southern District of the State of New York may be made by certified or registered mail, return receipt requested, directed to Guarantor at the address indicated in Section 7 above and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

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14. Additional Covenant of the Guarantor. Guarantor shall pay, perform, observe and comply with all of the obligations, terms, covenants and conditions set forth in this Guaranty, the Security Documents, the Environmental Indemnity Agreement, and the other Loan Documents to which Guarantor is a party, and by any provisions of the Loan Agreement specifically applicable to Guarantor.

15. Subordination.

(a) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, any indebtedness of Borrower to Guarantor, or to any affiliated entity, now or hereafter existing together with any interest thereon shall be, and such indebtedness is, hereby deferred, postponed and subordinated to the prior, full and Non-Contestable Payment and satisfaction of all Obligations of Borrower to the Agent and the Lenders. Payment and satisfaction of the Obligations shall be deemed "Non-Contestable Payment" only upon such payment and satisfaction and the expiration of all periods of time within which a claim for the recovery of a preferential payment, or fraudulent conveyance, or fraudulent transfer, in respect of payments received by Agent or any Lender as to the Obligations could be filed or asserted with: (A) no such claim having been filed or asserted, or (B) if so filed or asserted, the final, non-appealable decision of a court of competent jurisdiction denying the claim or assertion.

(b) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, at all times until the full and Non-Contestable Payment and satisfaction of the Obligations of Borrower to Agent and the Lenders with respect to the Loan (and including interest accruing on the Loan Advances after the commencement of a case by or against Borrower under any Debtor Relief Laws now or hereafter in effect, which interest the parties agree shall remain a claim that is prior and superior to any claim of Guarantor or any affiliated entity notwithstanding any contrary practice, custom or ruling in cases under the Debtor Relief Laws, as now or hereafter in effect, generally), Guarantor, and each affiliated entity, agrees not to accept any payment or satisfaction for any kind of indebtedness of Borrower to Guarantor, or any affiliated entity, and hereby assigns such indebtedness to Agent, on behalf of the Lenders, including, but not limited to, the right to file proofs of claim and to vote thereon in connection with any such case under any Debtor Relief Laws, as now or hereafter in effect, and the right to vote on any plan of reorganization.

(c) Any mortgage, security interest, lien or charge on the Collateral, all rights therein and thereto, and on the revenue and income to be realized therefrom, which Guarantor, or any affiliated entity, may have or obtain as security for any loans, advances, indebtedness or costs, shall be, and such mortgage, security interest, lien or charge hereby is, subordinated to the full and Non-Contestable Payment and satisfaction of all Obligations of Borrower to Agent and the Lenders.

(d) In addition to the foregoing, and not in limitation thereof, until the full payment and satisfaction of all Obligations of Borrower to Agent and the Lenders, any claims of Guarantor, or any affiliated entity, of subrogation, contribution, reimbursement, exoneration, indemnification, or reimbursement arising out of any payment made on this Guaranty, whether such claim is based upon an express or implied contract, or operation of law, are hereby waived;

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provided, however, unless Agent otherwise expressly agrees in writing, such waiver by Guarantor shall not be effective to the extent that by virtue thereof Guarantor's liability under this Guaranty or under any other Loan Document is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent conveyances or otherwise.

16. Legal Fees, Costs and Expenses. Guarantor further agrees to pay within thirty (30) days after demand all costs and expenses reasonably incurred by Agent and the Lenders, or their successors or assigns, in connection with enforcing any of the rights or remedies of Agent or any Lender, or such successors or assigns, under or with respect to this Guaranty including, but not limited to, attorneys' fees and the out-of-pocket expenses and disbursements of such attorneys. Any such amounts which are not paid within thirty (30) days of demand therefor shall bear interest at the Default Rate from the date of demand until paid.

17. Setoff. Subject to the terms of this Section 17, Guarantor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of Agent or Lender, or in transit to any of them. At any time, from and after the occurrence of and during the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of Guarantor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify Guarantor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

18. Delivery of executed counterparts of this Guaranty by telecopy or other electronic means shall be effective as an original.

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Witness the execution and delivery hereof as an instrument under seal as of the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

GUARANTOR:

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**FORM OF  
ENVIRONMENTAL INDEMNITY AGREEMENT**

This Environmental Compliance and Indemnity Agreement (hereinafter, the "Environmental Indemnity Agreement" or "Agreement") is given pursuant to the terms and conditions of a certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Shopping Centers Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity as Administrative Agent, the "Agent"). *Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.*

As used herein:

(A) The term "Environmental Legal Requirements" shall mean all applicable present or future federal, state, county and local laws, by-laws, rules, regulations, codes and ordinances, or any judicial or administrative interpretations thereof, and the requirements of any governmental agency or authority having or claiming jurisdiction with respect thereto, applicable to the regulation or protection of the environment, the health and safety of persons and property and all other environmental matters and shall include, but not be limited to, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation, generation, storage, management or disposal thereof, or otherwise regulating or providing for the protection of the environment applicable to the Property and relating to Hazardous Materials, or to the existence, use, discharge, release or disposal thereof. Environmental Legal Requirements presently include, but are not limited to, the following laws: Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Public Health Service Act (42 U.S.C. §300(f) et seq.), the Pollution Prevention Act (42 U.S.C. §13101 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Clean Water Act (33 U.S.C. §1251 et seq.), The Federal Clean Air Act (42 U.S.C. §7401 et seq.), and the applicable laws and regulations of the State of [insert applicable state].

(B) The term "Hazardous Materials" shall mean asbestos, mold, flammable materials, explosives, radioactive or nuclear substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, radon gas, urea formaldehyde, chemicals, gases, solvents, pollutants, contaminants, and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any present or future federal, state or local laws, by-laws, rules, regulations, codes or ordinances or any judicial or administrative interpretation thereof.

(C) The term "Property" shall mean the land known as [INSERT AS APPLICABLE].

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(D) The term "Surrounding Property" shall mean any property located within one hundred (100) feet of the perimeter of the Property.

(E) The term "Guarantor" shall mean, jointly and severally, [INSERT GUARANTOR NAME]

(F) The term "Indemnitors" shall mean Borrower and Guarantor.

(G) The term "Indemnified Party" shall mean: (i) Agent and each of the Lenders; (ii) all those claiming by, through or under Agent or any Lender, including any subsequent holder of the Loan and any present or future owner of a participation interest therein; (iii) any subsequent owner or tenant of all or any portion of the Property following the exercise by Agent of its rights under the Loan Agreement, the Guaranty or the other Loan Documents, including, but not limited to, a foreclosure sale or deed in lieu thereof; and (iv) as to each of the foregoing, their respective affiliate, parent and subsidiary corporations, and, as applicable, the respective officers, directors, stockholders, agents, employees, accountants and attorneys of any one or more of them, and any person, firm or entity which controls, is controlled by, controlling, or under common control with, any one or more of them.

(H) The term "Environmental Enforcement Action" shall mean all actions, orders, requirements or liens instituted, threatened in writing, required, completed, imposed or placed by any governmental authority and all claims made or threatened in writing by any other person against or with respect to the Property, or any present or past owner or occupant thereof, arising out of or in connection with any of the Environmental Legal Requirements, any environmental condition, or the assessment, monitoring, clean-up, containment, remediation or removal of, or damages caused or alleged to be caused by, any Hazardous Materials (i) located on or under the Property, or (ii) emanating from the Property.

(I) The terms "generated," "stored," "transported," "utilized," "disposed," "managed," "released" and "threat of release," and all conjugates thereof, shall have the meanings and definitions set forth in the Environmental Legal Requirements.

(J) The term "Environmental Reports" shall mean those written reports with respect to environmental matters affecting the Property furnished to the Agent prior to the execution of this Agreement.

FOR VALUE RECEIVED, and to induce Agent and the Lenders to grant the Loan and extend credit to the Borrower as provided for in the Loan Agreement and the other Loan Documents, Indemnitors hereby unconditionally agree as follows:

1. Compliance with Environmental Legal Requirements:

(a) Compliance. Until the full satisfaction of the Obligations, and full satisfaction of the Guaranteed Obligations (as defined in the Guaranty executed by the Guarantor), as applicable, the Indemnitors hereby guaranty that the Indemnitors shall comply in all materials respects with all Environmental Legal Requirements applicable to the Property, and that the Indemnitors shall take all remedial action necessary to avoid any liability of the Indemnitors or any Indemnified Party, or any subsequent owner of the Property, and to avoid the imposition of,

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or to discharge (by payment, bonding, or otherwise), any liens on the Property, as a result of any failure to comply with Environmental Legal Requirements applicable to the Property.

(b) Prohibitions. Without limitation upon the generality of foregoing, Indemnitors and each of them agree that they:

- (i) shall not release or permit any release of any Hazardous Materials on the Property;
- (ii) shall not generate or permit any Hazardous Materials to be generated on the Property;
- (iii) shall not except in strict compliance with all Environmental Legal Requirements, store, or utilize, or permit any Hazardous Materials to be stored or utilized on the Property;
- (iv) shall not dispose of or permit any Hazardous Materials to be disposed of on the Property;
- (v) shall not fail to operate, maintain, repair and use the Property in accordance with all Environmental Legal Requirements; or
- (vi) shall use commercially reasonable efforts not to allow, permit or suffer any other person or entity to operate, maintain, repair and use the Property except in accordance with Environmental Legal Requirements.

2. Notice of Conditions. Indemnitors shall provide Agent with prompt written notice, but in no event later than ten (10) Business Days after obtaining any actual knowledge or actual notice thereof, of any of the following conditions: (i) the presence, or any release or threat of release, of any Hazardous Materials on, under or from the Property, whether or not caused by any of the Indemnitors; (ii) any Environmental Enforcement Action instituted or threatened with respect to the Property; or (iii) any condition or occurrence on the Property that may constitute a violation of any of the Environmental Legal Requirements with respect to the Property.

3. Indemnitors' Agreement to take Remedial Actions.

(a) Remedial Actions. Upon any of the Indemnitors becoming aware of the violation of any Environmental Legal Requirement related to the Property, or the presence, or any release or any threat of release, of any Hazardous Materials on, under, or from the Property, whether or not caused by any of the Indemnitors, Indemnitors shall, subject to the rights to contest set forth in Section 6, immediately take all actions to cure or eliminate any such violation of any such Environmental Legal Requirement and, where required by any such Environmental Legal Requirement, to arrange for the assessment, monitoring, clean-up, containment, removal, remediation, or restoration of the Property.

(b) Security For Costs. If the potential costs associated with the actions required in Section 3(a), the release of any lien against the Property, and the release or other satisfaction of the liability, if any, of any of the Indemnitors with respect to the Property arising under or related

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to any of the Environmental Legal Requirements or any Environmental Enforcement Action are determined by Agent, in good faith, to exceed \$500,000.00, Agent shall have the right to require the Indemnitors to provide, and the Indemnitors shall provide, within thirty (30) days after written request therefor, a bond, letter of credit or other similar financial assurance, in form and substance satisfactory to Agent, in its good faith judgment, evidencing to Agent's reasonable satisfaction that the necessary financial resources will be unconditionally available to pay for all of the foregoing.

(c) Environmental Assessments. Agent shall have the right to require the Indemnitors, at their own cost and expense, to obtain a professional environmental assessment of the Property in accordance with Agent's then standard environmental assessment requirements and sufficient in scope to comply with the requirements of Section 4 upon the occurrence of any one or more of the following events: (i) an Event of Default, or (ii) upon receipt of any notice of any of the conditions specified in Section 2 of this Agreement.

#### 4. Agent's Rights to Inspect the Property and Take Remedial Actions.

(a) Agent's Rights. So long as any of the Loan Documents shall remain in force and effect, Agent shall have the right, but not the obligation, through such representatives or independent contractors as it may designate, to enter upon the Property, at reasonable times and upon reasonable notice to the Indemnitors and subject to the rights of any tenants at the Property, and to expend funds to:

(i) Assessments. Cause one (1) or more environmental assessments of the Property to be undertaken, if Agent in its reasonable discretion determines that any of the conditions set forth in Section 2 exists. Such environmental assessments may include, without limitation, (A) detailed visual inspections of the Property, including without limitation all storage areas, storage tanks, drains, drywells and leaching areas; (B) the taking of soils and surface and sub-surface water samples; (C) the performance of soils and ground water analysis; and (D) the performance of such other investigations or analysis as are reasonably necessary and consistent with sound professional environmental engineering practice in order for Agent to obtain a complete assessment of the compliance of the Property and the use thereof with all Environmental Legal Requirements and to make a determination as to whether or not any of the conditions set forth in Section 2 exists;

(ii) Cure. Cure any breach of the representations, warranties, covenants and conditions made by or imposed upon Indemnitors under this Agreement including without limitation any violation by any of Indemnitors, or by the Property, or by any other occupant, prior occupant or prior owner thereof, of any of the Environmental Legal Requirements applicable to the Property;

(iii) Prevention and Precaution. Take all actions as are necessary to (A) prevent the migration of Hazardous Materials on, under, or from the Property to any other property; (B) clean-up, contain, remediate or remove any Hazardous Materials on, under, or from any other property which Hazardous Materials originated on, under, or from the

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Property; or (C) prevent the migration of any Hazardous Materials on, under, or from any other property to the Property;

(iv) Environmental Enforcement Actions. Comply with, settle, or otherwise satisfy any Environmental Enforcement Action including, but not limited to, the payment of any funds or penalties imposed by any governmental authority and the payment of all amounts required to remove any lien or threat of lien on or affecting the Property; provided, however, that the Agent shall not be permitted to take any such action so long as (i) the Borrower, or any other Indemnitor, is exercising its rights under Section 6 of this Agreement, and (ii) no Event of Default has occurred and is continuing; and

(v) General. Comply with, settle, or otherwise satisfy any Environmental Legal Requirement and correct or abate any environmental condition on, or which threatens, the Property and which could cause damage or injury to the Property or to any person; provided, however, that the Agent shall not be permitted to take any such action so long as (A) the Borrower, or any other Indemnitor, is exercising its rights under Section 6 of this Agreement, and (B) no Event of Default has occurred and is continuing.

(b) Recovery of Costs. Any amounts paid or advanced by Agent or any Lender and all costs and expenditures incurred in connection with any action taken pursuant to the terms of this Agreement, including but not limited to reasonable environmental consultants' and experts' fees and expenses, reasonable attorneys' fees and expenses, court costs and all costs of assessment monitoring clean-up, containment, remediation, removal and restoration, with interest thereon at the Default Rate, shall be a demand obligation of Indemnitors to Agent and, to the extent not prohibited by law, and so long as the Borrower's Obligations and the Guaranteed Obligations are outstanding, shall be added to the obligations secured by the Security Documents when paid by Agent or any Lender and shall be secured by the lien on the Collateral and the other Security Documents as fully and as effectively and with the same priority as every other obligation secured thereby.

(c) Agent and the Lenders Not Responsible. The exercise by Agent or any Lender of any one or more of the rights and remedies set forth in this Section 4 shall not operate or be deemed (i) to place upon Agent or any Lender any responsibility for the operation, control, care, service, management, maintenance or repair of the Property, or (ii) make Agent or any Lender the "owner" or "operator" of the Property or a "responsible party" within the meaning of any of the Environmental Legal Requirements.

(d) Agent's and the Lenders' Subrogation. Furthermore, Agent and/or any Lender by making any such payment or incurring any such costs shall be subrogated to all rights of each of Indemnitors or any other occupant of the Property to seek reimbursement from any other person including, without limitation, any predecessor, owner or occupant of the Property who may be a "responsible party" under any of the Environmental Legal Requirements in connection with the presence of Hazardous Materials on or under or which emanated from, the Property.

(e) Agent/Lender May Stop. Without limiting the generality of the other provisions of this Agreement, any partial exercise by Agent or any Lender of any one or more the rights and remedies set forth in this Section 4 including, without limitation, any partial undertaking on the

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part of Agent or any Lender to cure any failure by any of the Indemnitors, or of the Property, or any other occupant, prior occupant or prior owner thereof, to comply with any of the Environmental Legal Requirements shall not obligate Agent or any Lender to complete such actions taken or require Agent or any Lender to expend further sums to cure such non-compliance.

5. Indemnification. At all times, both before and after the repayment of the Loan, Indemnitors hereby jointly and severally agree that they shall at their sole cost and expense indemnify, defend, exonerate, protect and save harmless each Indemnified Party against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgment, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' and experts' fees and disbursements, which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnified Party and arising from or out of:

(a) Hazardous Materials. Any Hazardous Materials on, in, under, affecting or emanating from all or any portion of the Property on or before the date hereof, or which may hereafter affect all or any portion of the Property, whenever discovered;

(b) Environmental Legal Requirements. The violation of any Environmental Legal Requirement by any Indemnitor, or with respect to the Property, existing on or before the date hereof or which may so exist in the future, whenever discovered;

(c) Breach of Warranty, Representation or Covenant. Any breach of warranty or representation or covenant made by any Indemnitor under or pursuant to this Agreement; and

(d) General. The enforcement of this Agreement or the assertion by any Indemnitor of any defense to the obligations of any Indemnitor hereunder, whether any of such matters arise before or after foreclosure of the Mortgage or other taking of title to or possession of all or any portion of the Property by Agent or any other Indemnified Party, and specifically including therein, without limitation, the following: (i) costs incurred for any of the matters set forth in Section 4 of this Agreement; and (ii) costs and expenses incurred in ascertaining the existence or extent of any asserted violation of any Environmental Legal Requirements relating to the Property and any remedial action taken on account thereof including, without limitation, the reasonable costs, fees and expenses of engineers, geologists, chemists, other scientists, attorneys, surveyors, and other professionals, or testing and analyses performed in connection therewith.

(e) Limitation. Notwithstanding the foregoing provisions of this Section 5, the obligation of the Indemnitors to indemnify, defend, exonerate, protect and save harmless each Indemnified Party, as more particularly set forth herein, shall not be applicable to any damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind which are a direct result of the willful misconduct or gross negligence of any Indemnified Party.

6. Right to Contest. Borrower, or any other Indemnitor, may contest in good faith any claim, demand, levy or assessment under any Environmental Legal Requirements, including, but not limited to, any claim with respect to Hazardous Materials, by any person or entity if:

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- (a) Material Question In Good Faith. The contest is based upon a material question of law or fact raised by Borrower or such other Indemnitor in good faith;
  - (b) Diligent Pursuit. Borrower or such other Indemnitor properly commences and thereafter diligently pursues the contest;
  - (c) No Impairment. The contest will not materially impair the taking of any required remedial action with respect to such claim, demand, levy or assessment;
  - (d) Adequate Resources. Borrower, or such other Indemnitor, demonstrates to Agent's reasonable satisfaction that Borrower, or such other Indemnitor, has the financial capability to undertake and pay for such contest and any remedial action then or thereafter necessary;
  - (e) Resolve By Maturity. There is no reason to believe that the contest will not be resolved prior to the Maturity Date; and
  - (f) No Event Of Default. No Event of Default exists under the Loan Documents.
7. Waivers. Until the full satisfaction of the Obligations and full satisfaction of the Guaranteed Obligations, Indemnitors each hereby waive and relinquish to the fullest extent now or hereafter not prohibited by applicable law:
- (a) Suretyship Defenses. All suretyship defenses and defenses in the nature thereof;
  - (b) Marshalling. Any right or claim of right to cause a marshalling of any Indemnitor's assets or to cause Agent to proceed against any of the Collateral for the Loan before proceeding under this Agreement against any Indemnitor, or to require Agent to proceed against Indemnitors in any particular order;
  - (c) Contribution. All rights and remedies against any other Indemnitor, including, but not limited to, any rights of subrogation, contribution, reimbursement, exoneration or indemnification pursuant to any express or implied agreement, or now or hereafter accorded by applicable law to indemnitors, guarantors, sureties or accommodation parties; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by any particular Indemnitor shall not be effective to the extent that by virtue thereof such Indemnitor's liability under this Indemnity Agreement or under any other Loan Document is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent transfers or conveyances or otherwise;
  - (d) Notice. Notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest, or any and all notice of nonpayment, nonperformance, nonobservance or default or other proof or notice of demand whereby to charge Indemnitors therefor;
  - (e) Statute of Limitations. The pleading of any statute of limitations as a defense to such Indemnitor's obligations hereunder; and
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(f) Jury Trial. The right to a trial by jury in any matter related to this Environmental Indemnity Agreement.

EACH INDEMNITOR, AGENT AND THE LENDERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTIES; THIS WAIVER BEING A MATERIAL INDUCEMENT FOR AGENT AND THE LENDERS TO ACCEPT THIS AGREEMENT AND TO MAKE THE LOAN;

8. Cumulative Rights. Agent's rights under this Agreement shall be in addition to and not in limitation of all of the rights and remedies of Agent under the other Loan Documents. All rights and remedies of Agent shall be cumulative and may be exercised in such manner and combination as Agent may determine.

9. No Impairment. The liability of Indemnitors hereunder shall in no way be limited or impaired by, and each Indemnitor hereby assents to and agrees to be bound by, any amendment or modification of the provisions of the Loan Documents to or with Agent and the Lenders by Borrower or any Indemnitor or any person who succeeds Borrower as owner of the Property. In addition, the liability of Indemnitors under this Agreement shall in no way be limited or impaired by:

(a) Extensions. Any extensions of time for performance required by any of the Loan Documents;

(b) Amendments. Any amendment to or modification of any of the Loan Documents;

(c) Transfer. Any sale or assignment of the Loan, or any sale, assignment or foreclosure of the Mortgage, or any sale or transfer of all or part of the Property;

(d) Exculpatory Language. Any exculpatory, or nonrecourse, or limited recourse, provision in any of the Loan Documents limiting Agent's or any Lenders' recourse to the Property encumbered by the Security Documents or to any other property or limiting Agent's or any Lenders' rights to a deficiency judgment against Borrower or any other party;

(e) Inaccuracies. The accuracy or inaccuracy of any of the representations or warranties made by or on behalf of any Indemnitor under the Loan Documents or otherwise;

(f) Release. The release of any Indemnitor, or of any other person or entity, from performance or observance of any of the agreements, covenants, terms or conditions contained in this Agreement or any of the other Loan Documents by operation of law, Agent's or any Lenders' voluntary act, or otherwise;

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(g) Bankruptcy or Reorganization. The filing of any bankruptcy or reorganization proceeding by or against any Indemnitior, any general partner or owner of any Indemnitior, or any subsequent owner of the Property;

(h) Substitution. The release or substitution in whole or part of any collateral or security for the Loan;

(i) Failure To Perfect. Agent's failure to record any Security Document or file any UCC financing statements (or Agent's improper recording or filing of any thereof) or to otherwise perfect, protect, secure, or insure any security interest or lien given as security for the Loan; or

(j) Invalidity. The invalidity or unenforceability of all or any portion of any of the Loan Documents as to any Indemnitior or to any other person or entity.

Any of the foregoing may be accomplished with or without notice to Borrower or any Indemnitior (except as otherwise required pursuant to the terms and conditions of the Loan Agreement) or with or without consideration.

10. Delay Not Waiver. No delay on Agent's part in exercising any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of any such privilege, power or right. No waiver by Agent in any instance shall constitute a waiver in any other instance.

11. Warranties and Representations. Subject to Section 6.14.3 of the Loan Agreement, the Indemnitors each represent and warrant to Agent, the same to be true and correct in all material respects throughout the period that any of the Loan Documents shall remain in force and effect:

(a) No Hazardous Materials at Property. No Hazardous Materials have been or are currently generated, stored, transported, utilized, disposed of, managed, released or located on, under or from the Property, whether or not in reportable quantities, or in any manner introduced onto the Property including without limitation any septic, sewage or other waste disposal systems servicing the Property;

(b) No Violations Claimed Re Property or Indemnitors. None of the Indemnitors has received any notice from the [insert the appropriate state] Environmental Protection Agency, the United States Environmental Protection Agency or any other governmental authority claiming that (i) the Property or any use thereof violates any of the Environmental Legal Requirements or (ii) any of the Indemnitors or any of their respective employees or agents have violated any of the Environmental Legal Requirements with respect to the Property or any Surrounding Property;

(c) No Liability to Governmental Authorities. None of the Indemnitors has incurred any liability to [insert the appropriate state], the United States of America or any other governmental authority under any of the Environmental Legal Requirements;

(d) No Lien on Property. No lien against the Property has arisen under or related to any of the Environmental Legal Requirements;

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(e) No Enforcement Actions. There are no Environmental Enforcement Actions pending, or to the best of the Indemnitors' information, knowledge and belief after due inquiry, threatened in writing;

(f) No Knowledge of Hazardous Materials at Surrounding Property. None of the Indemnitors has any knowledge, after due inquiry, that any Hazardous Materials have been or are currently generated, stored, transported, utilized, disposed of, managed, released or located on, under or from the Surrounding Property in violation of or allegedly in violation of any of the Environmental Legal Requirements;

(g) No Knowledge of Violations Regarding Surrounding Property. None of the Indemnitors has any knowledge, after due inquiry, of any action or order instituted or threatened by any person or governmental authority arising out of or in connection with the Environmental Legal Requirements involving the assessment, monitoring, cleanup, containment, remediation or removal of or damages caused or alleged to be caused by any Hazardous Materials generated, stored, transported, utilized, disposed of, managed, released or located on, under or from any Surrounding Property;

(h) No Underground Storage Tanks. There are no underground storage tanks on or under the Property;

(i) No Dangerous Conditions. No environmental condition exists on the Property which could cause any damage or injury to the Property or to any person;

(j) Valid and Binding. This Agreement constitutes the legal, valid and binding obligation of each of the Indemnitors in accordance with the respective terms hereof, subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors, and with respect to the availability of the remedy of specific enforcement subject to the discretion of the court before which proceedings therefor may be brought;

(k) Entity Matters. That each Indemnitor is a duly organized validly existing entity in good standing under the laws of its organization and has all requisite power and authority to conduct its business and to own its properties as now conducted or owned;

(l) No Violations. To the knowledge of the Indemnitors, the performance of the obligations evidenced hereby will not constitute a violation of any law, order, regulation, contract, organizational document or agreement to which the Indemnitors or any of them is a party or by which any one or more of them or their property is or may be bound;

(m) No Litigation. There is no material litigation or administrative proceeding now pending or threatened against the Indemnitors or any of them which if adversely decided could materially impair the ability of any one or more of the Indemnitors to pay or perform their respective obligations hereunder; and

(n) Material Economic Benefit. The granting of the Loan to Borrower will constitute a material economic benefit to each Indemnitor.

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12. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Each of the counterparts shall constitute but one in the same instrument and shall be binding upon each of the parties individually as fully and completely as if all had signed but one instrument so that the joint and several liability of each of the Indemnitors hereunder shall be unaffected by the failure of any of the undersigned to execute any or all of said counterparts.

13. Notices. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a FAX Number in designated below, addressed as follows:

If to the Indemnitors:

[INSERT APPLICABLE CONTACT INFORMATION]

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with copies by regular mail or such hand delivery or facsimile transmission to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Karen Scanna, Esquire  
FAX Number: (212) 806-6006

If to Agent:

Bank of America, N.A., in its capacity as Administrative Agent  
Agency Management  
101 N. Tryon Street  
Mail Code: NC1-001-15-14  
Charlotte, NC 28255  
Attention: Maria McClain

with copies by regular mail or such hand delivery or facsimile transmission to:

Moore & Van Allen PLLC  
Suite 4700  
100 N. Tryon Street  
Charlotte, NC 28202-4003  
Attention: Justin M. Riess  
FAX No.: (704) 339-5882

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of postmark; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day at the specified address; or (iii) if so mailed, on the date of actual receipt (or tender of delivery) as evidenced by the return receipt; or (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

14. No Oral Change. No provision of this Agreement may be changed, waived, discharged, or terminated orally by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge or termination is sought.

15. Parties Bound; Benefit. This Agreement shall be binding upon the Indemnitors and their respective successors, assigns, heirs and personal representatives and shall be for the benefit of Agent and the Lenders, and of any subsequent holder of the Loan and of any owner of a participation interest therein. In the event the Loan is sold or transferred, then the liability of the

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Indemnitors to Agent and the Lenders shall then be in favor of both Agent and the Lenders originally named herein and each subsequent holder of the Loan and any of interest therein.

16. Joint and Several. The obligations of each of the Indemnitors and their respective successors, assigns, heirs and personal representatives shall be joint and several.

17. Partial Invalidity. Each of the provisions hereof shall be enforceable against each Indemnitor to the fullest extent now or hereafter permitted by law. The invalidity or unenforceability of any provision hereof shall not limit the validity or enforceability of each other provision hereof.

18. Governing Law and Consent to Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of [\_\_\_\_\_] without giving effect to principles of conflicts of law, and insofar as Environmental Legal Requirements are concerned, in accordance with applicable federal law as well; provided, however, insofar as formation of the parties hereunder requires the law of the jurisdiction of the state of formation to apply with respect to matters of authorization to enter into the transaction contemplated by this Agreement, such state law shall govern. The parties further agree that Agent may enforce its rights under this Agreement and the other Loan Documents including, but not limited to, the rights to sue any Indemnitor in accordance with applicable law.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM OR ANY FEDERAL COURT LOCATED WITHIN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

19. Survival. The provisions of this Agreement shall continue in effect and shall survive (among other events) any payment and satisfaction of the Loan and the Obligations, any termination or discharge of the Security Documents granted to the Agent on the Property, foreclosure, a deed-in-lieu transaction, or release of the Property.

20. Counterparts. Delivery of executed counterparts of this Agreement by telecopy or other electronic means shall be effective as an original.

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Witness the execution and delivery hereof as an instrument under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

INDEMNITORS:

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a  
Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general  
partner

By: \_\_\_\_\_

Name:

Title:

[INSERT ADDITIONAL INDEMNITOR]

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**FORM OF  
PLEDGE AND SECURITY AGREEMENT**

PLEDGE AND SECURITY AGREEMENT (hereinafter, the "Pledge Agreement"), dated as of [INSERT APPLICABLE DATE], by and between CEDAR SHOPPING CENTERS PARTNERSHIP, L.P. (hereinafter, the "Borrower"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent under that certain Amended and Restated Loan Agreement, dated as of November 10, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among the Borrower, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity as Administrative Agent, the "Agent").

WITNESSETH

WHEREAS, pursuant to the Loan Agreement, the Agent and the Lenders have agreed to make certain financial accommodations upon the terms and subject to the conditions set forth therein.

WHEREAS, the Borrower owns, directly, a 100% ownership interest in the following entity: [INSERT APPLICABLE ENTITY] (hereinafter, the "Borrower Subsidiary").

WHEREAS, the Borrower Subsidiary has substantial financial dealings with the Borrower and is affiliated with the Borrower (by ownership and by contractual relationship and/or other meaningful business relationship), and the extension of credit and the providing of financial accommodations to the Borrower will enhance and benefit the business activities and interests of the Borrower Subsidiary.

WHEREAS, as a condition to extending the Loan to the Borrower, the Agent and the Lenders have required the Borrower to execute and deliver this Pledge Agreement to secure the Obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Loan under the Loan Agreement, the Borrower hereby agrees with Agent and the Lenders as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined (which defined terms are expressly incorporated herein by reference), and the following terms shall have the following meanings:

"Agent": as defined in the first paragraph of this Pledge Agreement.

"Borrower": as defined in the first paragraph of this Pledge Agreement.

"Borrower Subsidiary": as defined in the recitals of this Pledge Agreement.

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“Collateral”: means the Pledged Interests, the Pledged Obligations and all Proceeds thereof.

“Consent”: shall mean that certain Consent from the Borrower Subsidiary referenced in Section 4 of this Pledge Agreement.

“Lender” or “Lenders”: as defined in the first paragraph of this Pledge Agreement.

“Loan”: as defined in the recitals of this Pledge Agreement.

“Loan Agreement”: as defined in the first paragraph of this Pledge Agreement.

“Obligations”: means all indebtedness, obligations and liabilities of the Borrower to the Agent and/or any of the Lenders, whether now existing or hereafter arising, direct or indirect, absolute or contingent, under any one or more of: (i) this Pledge Agreement; (ii) the Loan Agreement, Note or any other Loan Document; and (iii) each of the same as hereafter modified, amended, extended or replaced, including, without limitation, the Obligations (as defined in the Loan Agreement).

“Pledge Agreement”: means this Pledge and Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Pledged Interests”: means all right, title and interest of the Borrower, whether now owned or hereafter acquired, as the holder of the direct or indirect interests in the Borrower Subsidiary referred to in the recitals of this Pledge Agreement, together with all interests, certificates, options or rights of any nature whatsoever which may be issued or granted to the Borrower by the Borrower Subsidiary in respect thereof.

“Pledged Obligations”: means all right, title and interest of the Borrower, whether now owned or hereafter acquired, in and to any and all obligations owed to the Borrower by the Borrower Subsidiary, whether now existing or hereafter incurred, and in and to all collateral granted to the Borrower or for the benefit of the Borrower as collateral security for such obligations.

“Proceeds”: means (i) the Borrower’s right, title and interest in and to all distributions, monies, fees, payments, compensations and proceeds now or hereafter payable in respect of the Pledged Interests and the Pledged Obligations, whether payable as profits, distributions, asset distributions, repayment of loans or capital or otherwise and including all “proceeds” as such term is defined in Section 9-102(a) of the UCC; (ii) all books, records, electronically stored data and information relating to the Pledged Interests and the Pledged Obligations and all rights of access to such books, records and information; (iii) all contract rights, general intangibles, instruments (as each such term is defined in Section 9-102(a) of the UCC), claims, powers, privileges, benefits and remedies of the Borrower relating to the foregoing; (iv) all additions to the Pledged Interests and the Pledged Obligations, all substitutions therefor and all replacements thereof; and (v) all cash or non-cash proceeds of any of the foregoing.

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“UCC”: means the Uniform Commercial Code from time to time in effect in the State of New York; provided, that if by mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest granted hereunder in the Collateral is governed by the Uniform Commercial Code of a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of provisions hereof relating to such perfection or effect of perfection or non-perfection.

2. Pledge; Grant of Security Interest. As security for the full and punctual payment and performance of the Obligations when due and payable (whether upon stated maturity, by acceleration or otherwise), Borrower hereby transfers, assigns, grants, bargains, sells, conveys, hypothecates, pledges, sets over, endorses over and delivers to Agent, on behalf of the Lenders, all the Pledged Interests, and Borrower hereby grants, pledges, hypothecates, transfers and assigns to Agent, on behalf of the Lenders, a continuing lien on and security interest in all of the Collateral.

3. Delivery of Certificates, Instruments, Etc. The Borrower shall deliver to Agent:

(a) all original certificates, instruments and other documents, if any, evidencing or representing the Pledged Interests, concurrently with the execution and delivery of this Pledge Agreement; and

(b) the original certificates, instruments or other documents, if any, evidencing or representing all other Collateral (except for such Collateral which this Pledge Agreement specifically permits the Borrower to retain) within five (5) days after the Borrower’s receipt thereof.

4. Powers and Transfer Instruments. Concurrently with the delivery to the Agent of this Pledge Agreement and each certificate, if any, representing the Pledged Interests, the Borrower shall deliver a duly executed Consent from the Borrower Subsidiary.

5. Representations and Warranties. The Borrower represents and warrants that:

(a) Except for the Consent, and any other consents as may be required in connection with any disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally or as otherwise contemplated by the Loan Agreement, no consent of any other person or entity (including, without limitation, any owner or creditor of the Borrower), and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing (other than the filing of financing statements under the UCC in order to perfect a security interest in that portion of the Collateral in which a security interest is perfected by filing) or declaration with any governmental instrumentality is required in connection with (i) the execution, delivery, performance, validity or enforceability of this Pledge Agreement, (ii) the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest) or (iii) the exercise by the Agent of any rights provided for in this Pledge Agreement;

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(b) The Pledged Interests in the Borrower Subsidiary constitute all of the ownership interests owned by the Borrower in the Borrower Subsidiary;

(c) All of the Pledged Interests have been duly and validly issued and are fully paid. No certificate or other instrument has been issued at any time to evidence the Pledged Interests. None of the ownership interests comprising the Collateral are dealt in or traded on securities exchanges or in securities markets, and none by its terms expressly provides that it is a security governed by Article 8 of the UCC or that it is an investment company security, and none is held in a securities account (as defined in Section 8-501 of the UCC);

(d) The Borrower is the sole holder of record and sole beneficial of, and has good and valid title to, the Pledged Interests in the Borrower Subsidiary, free of any and all liens or options in favor of, or claims of, any other Person, except the lien created by this Pledge Agreement;

(e) Upon the filing of the Form UCC-1 Statements referred to in Section 13 of this Pledge Agreement in the place or office of public record lawfully required to perfect a security interest therein, the lien granted pursuant to this Pledge Agreement will constitute a valid, perfected first priority lien with respect to that portion of the Collateral in which a security interest is perfected by the filing of a financing statement, enforceable as such against all creditors of Borrower and any persons purporting to purchase any of such Collateral from Borrower, subject to bankruptcy, insolvency, moratorium, and other similar laws of general applicability affecting creditors rights and general equity principles; and

(f) There are no restrictions on the transfer of the Collateral to the Agent hereunder, or with respect to any subsequent transfer thereof or realization thereupon by the Agent and/or the Lenders (or, if there are any such restrictions, such transfer restrictions have been duly waived by all required parties or consented to pursuant to the Consent), and, as set forth in the Consent, the Borrower has obtained all consents needed in connection with any such transfer or subsequent transfer, subject to matters resulting from the operation of law.

6. Covenants. The Borrower covenants and agrees with Agent and the Lenders that from and after the date of this Pledge Agreement until this Pledge Agreement shall be terminated:

(a) If the Borrower shall, as a result of its ownership of the Pledged Interests, become entitled to receive or shall receive (i) any membership interests (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights, (ii) any stock, (iii) any limited or general partnership interests (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights, or (iv) any property other than cash, whether in addition to, in substitution of, as a

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conversion of, or in exchange for any of the Pledged Interests, or otherwise in respect thereof, the Borrower shall accept the same as Agent's agent, hold the same in trust for Agent and deliver the same forthwith to Agent in the exact form received, duly endorsed by the Borrower to Agent, if required, and, to the extent the same is in the form of a certificate, together with an undated assignment or power covering such certificate, duly executed in blank and with, if Agent so requests, signature guaranteed, to be held by Agent hereunder as additional security for the Obligations.

(b) Without the prior written consent of Agent, the Borrower shall not, directly or indirectly (i) vote to enable, or take any other action to permit, the issuer(s) of the Pledged Interests to issue any interests or shares, as applicable, or to issue any other securities convertible into or granting the right to purchase or exchange for any interests of the issuer(s) of the Pledged Interests, or (ii) sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral, or (iii) create, incur or permit to exist any lien or option in favor of, or any claim of any person or entity with respect to, any of the Collateral, or any interest therein, except for the lien provided for by this Pledge Agreement and liens permitted under the Loan Agreement. The Borrower will defend the right, title and interest of Agent in and to the Collateral against the claims and demands of all Persons whomsoever.

(c) At any time and from time to time, upon the written request of Agent, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver such further instruments and documents and take such further actions as Agent may reasonably request for the purposes of obtaining or preserving the full benefits of this Pledge Agreement and of the rights and powers herein granted. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note, other instrument or chattel paper, such note, instrument or chattel paper shall be promptly delivered to Agent, duly endorsed in a manner reasonably satisfactory to Agent, to be held as Collateral pursuant to this Pledge Agreement.

(d) The Borrower agrees to pay, and to indemnify and save Agent harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes (other than income taxes on the income of Agent or any of the Lenders) which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Pledge Agreement.

(e) The Borrower shall not exercise any right with respect to the Collateral which would dilute or adversely affect Agent's rights in the Collateral.

(f) Except as permitted in the Loan Agreement, the Borrower shall not enter into or consent to any amendment or modification of, or with respect to, the operating agreements of the Borrower Subsidiary without Agent's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

#### 7. Cash Dividends; Distributions; Voting Rights

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(a) Notwithstanding the preceding terms of this Pledge Agreement, unless an Event of Default shall have occurred and be continuing, the Borrower shall be permitted to exercise all voting rights with respect to the Pledged Interests; provided, however, that the Borrower shall not, without the prior written consent of Agent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, vote the Collateral in favor of, or consent to, any resolution or action which does or might:

(i) impose any restrictions upon the sale, transfer or disposition of the Collateral other than restrictions, if any, the application of which is waived to the full satisfaction of the Agent as to the Collateral; or

(ii) result in the issuance of any additional interest in the Borrower Subsidiary, or of any class or series of security, which issuance might adversely affect the value of the Collateral; or

(iii) vest additional powers, privileges, preferences or priorities to any other class or series of interest in the Borrower Subsidiary to the detriment of the value of, or rights accruing to, the Collateral; or

(iv) to the extent prohibited in the Loan Agreement without Agent's consent, permit the Borrower Subsidiary to sell, transfer, assign, pledge, mortgage or otherwise encumber any property owned by any of them, or to incur any new indebtedness in respect of such property, unless Agent has given its prior written consent.

(b) Notwithstanding the preceding terms of this Pledge Agreement, but subject to the terms and provisions hereof relating to the rights and remedies of the Agent, so long as there is no Event of Default that is continuing, cash dividends, distributions and other payments in respect of the Collateral may be made by the to the Borrower, and may be retained, used and enjoyed by the Borrower.

#### 8. Rights of Agent.

(a) If an Event of Default shall have occurred and be continuing, Agent shall have the right to receive any and all cash dividends or distributions or other payments paid in respect of the Collateral and make application thereof to the Obligations, in such order as Agent, in its sole discretion, may elect. In connection therewith, if an Event of Default shall have occurred and be continuing, the Agent shall have the right to direct the issuer(s) of the Pledged Interests, and the obligors with respect to the Pledged Obligations, to pay all such cash dividends or distributions or other payment directly to the Agent or as otherwise directed by the Agent.

(b) If an Event of Default shall have occurred and be continuing, then all registered Pledged Interests, at Agent's option, shall be registered in the name of Agent or its nominee, and Agent or its nominee may thereafter exercise (x) all voting and other rights pertaining to such Pledged Interests, and (y) any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Interests as if Agent were the absolute owner thereof (including, without

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limitation, the right to exchange at its discretion any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the organizational structure of the Borrower, or upon the exercise by the Borrower or Agent of any right, privilege or option pertaining to such Pledged Interests, and in connection therewith, the right to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine), all without liability except to account for property actually received by it, but Agent shall have no duty to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) The rights of Agent hereunder shall not be conditioned or contingent upon the pursuit by Agent of any right or remedy against the Borrower or against any other person or entity which may be or become liable in respect of all or any part of the Obligations or against any other Collateral, any security therefor, any guarantee thereof, or right of offset with respect thereto. Agent shall not be liable for any failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so, nor shall it be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or any other person or entity or to take any other action whatsoever with regard to the Collateral or any part thereof.

9. Actions By Agent. The Borrower hereby designates Agent as the attorney-in-fact of the Borrower to: (a) endorse in favor of Agent any of the Collateral following an Event of Default which is continuing; (b) cause the transfer of any of the Collateral in such name as Agent may from time to time determine following an Event of Default which is continuing; (c) renew, extend or roll over any Collateral following an Event of Default which is continuing; (d) make, demand and initiate actions to enforce any of the Collateral or rights therein following an Event of Default which is continuing; and (e) take any other action to effectuate the terms and provisions of this Pledge Agreement following an Event of Default which is continuing. Following an Event of Default which is continuing, Agent may take such action with respect to the Collateral as Agent may reasonably determine to be necessary to protect and preserve its interest in the Collateral. Except as otherwise provided herein, all of the rights, remedies, powers, privileges and discretions included in this Section 9 may be exercised by Agent whether or not the Obligations are then due provided that an Event of Default has occurred and is continuing. The within designation and grant of power of attorney is coupled with an interest, is irrevocable until the lien created by this Pledge Agreement is terminated by a written instrument executed by a duly authorized officer of Agent or is required to be so terminated by the terms of the Loan Agreement. The power of attorney shall not be affected by subsequent disability or incapacity of the Borrower. Agent shall not be liable for any act or omission to act pursuant to this Section 9, except for any act or omission to act which is in actual bad faith, or constitutes gross negligence or willful misconduct.

10. Remedies.

(a) If an Event of Default shall have occurred and be continuing, Agent may exercise, in addition to all other rights and remedies granted in this Pledge Agreement and in any other instrument or agreement securing, evidencing or relating to the

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Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent, if an Event of Default shall have occurred and be continuing, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or required by the Loan Agreement) to or upon the Borrower, or any other person or entity (all and each of which demands, presentments, protests, advertisements or notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, in the over-the-counter market, at any exchange, broker's board or office of Agent or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived or released. Agent shall apply any Proceeds from time to time held by it and the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Agent hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Agent may elect, and only after such application and after the payment by Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a) of the UCC, need Agent account for, and/or turnover, any surplus to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands Borrower may acquire against Agent arising out of the exercise by Agent of any of its rights hereunder, except for any claims, damages and demands Borrower may have against Agent arising from the gross negligence or willful misconduct of Agent. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by Agent to collect such deficiency.

(b) If any Event of Default, or other event which would entitle Agent or any of the Lenders to accelerate the Loan, occurs and is continuing, any deposits, balances or other sums credited by or due from Agent, or any of the Lenders, or from any affiliate of Agent or any of the Lenders or any of their respective Affiliates, to the Borrower may, to the fullest extent not prohibited by applicable law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, and without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which are hereby waived to the fullest extent permitted by law, be set off, appropriated and applied by Agent against any or all of the Obligations irrespective of whether demand shall have been made and although

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such Obligations may be unmatured, in such manner as Agent in its sole and absolute discretion may determine. Within three (3) Business Days of making any such set off, appropriation or application, Agent agrees to notify Borrower thereof, provided the failure to give such notice shall not affect the validity of such set off or appropriation or application. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY OF THE LENDERS TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

11. Private Sales.

(a) The Borrower recognizes that Agent may be unable to effect a public sale of any or all the Pledged Interests, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Borrower acknowledges and agrees that any such private sale may result in prices and other terms less favorable to Agent than if such sale were a public sale. Agent shall be under no obligation to delay a sale of any of the Pledged Interests for the period of time necessary to permit the Borrower to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the Borrower would agree to do so.

(b) From and after the occurrence, and during the continuation, of an Event of Default, the Borrower further agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make any sale or sales of all or any portion of the Pledged Interests pursuant to this Section 11 valid and binding and in compliance with any and all other applicable requirements of law; provided, however, that the Borrower shall not be under any obligation to register the Pledged Interests for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws. The Borrower further agrees that a breach of any of the covenants contained in this Section 11 will cause irreparable injury to Agent, that Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 11 shall be specifically enforceable against the Borrower, subject to bankruptcy, insolvency, moratorium, and other similar laws of general applicability affecting creditor's rights and general equity principles, and the Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred with respect to the Obligations.

12. Limitation on Duties Regarding Collateral. Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Agent deals with similar securities and property for its own account. Neither Agent nor any of its directors,

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officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower, or otherwise.

13. Financing Statements; Other Documents.

(a) This Pledge Agreement constitutes an authenticated record, and the Borrower hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral, without the signature of Borrower, in such filing offices as the Agent shall reasonably deem appropriate, and the Borrower shall pay the Agent's reasonable costs and expenses incurred in connection therewith.

(b) The Borrower hereby agrees that a carbon, photographic, or other reproduction of this Pledge Agreement or of a financing statement signed by the Borrower shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) The Borrower agrees to deliver any other document or instrument which Agent may reasonably request in connection with the administration and enforcement of this Pledge Agreement or with respect to the Collateral for the purposes of obtaining or preserving the full benefits of this Pledge Agreement and of the rights and powers herein granted.

14. Powers Coupled with an Interest. All authorizations and agencies and powers herein contained with respect to the Collateral are irrevocable and coupled with an interest.

15. Security Interest Absolute. All rights of the Agent hereunder, the grant of a security interest in the Collateral and all obligations of the Borrower, shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Loan Agreement, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or any other agreement or instrument, (iii) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations, or (iv) any other circumstance which might otherwise constitute a defense available to (other than the defense of indefeasible payment), or a discharge of, the Borrower in respect of the Obligations or in respect of this Pledge Agreement.

16. Fees and Expenses. To the extent provided in the Loan Agreement, the Borrower shall be obligated to pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents which the Agent or any Lender may incur in connection with (i) the sale of, collection from, or other realization upon, any of the Collateral, or (ii) during the continuance of an Event of Default, the exercise or enforcement of any of the rights of the Agent hereunder. Any such amounts payable as provided hereunder or thereunder shall be additional obligations secured hereby.

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17. Termination. Upon the payment in full of the Obligations, in immediately available funds, including, without limitation, all unreimbursed costs and expenses, for which the Borrower is responsible, of the Agent and of each Lender, the Agent shall release the Collateral granted to the Agent as provided for herein. However, such release by the Agent shall not be deemed to terminate or release the Borrower from any obligation or liability under this Pledge Agreement which specifically by its terms survives the payment in full of the Obligations.

18. Severability. Any provision of this Pledge Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render

unenforceable such provision in any other jurisdiction.

19. Paragraph Headings. The paragraph headings used in this Pledge Agreement are for convenience of reference only and are not to affect the construction, or be taken into consideration in interpreting, this Pledge Agreement.

20. No Waiver; Cumulative Remedies. Agent shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

21. Waivers and Amendments; Successors and Assigns; Governing Law; Venue. None of the terms or provisions of this Pledge Agreement may be waived, amended, or otherwise modified except by a written instrument executed by the party against which enforcement of such waiver, amendment, or modification is sought. This Pledge Agreement shall be binding upon the Borrower and Agent, and the successors and assigns of each, and shall inure to the benefit of Agent and the Lenders, and their successors and assigns, and to the benefit of the Borrower and the Borrower's successors and permitted assigns; provided that the Borrower shall not have any right to (i) assign this Pledge Agreement or any interest herein, or (ii) assign any interest in the Collateral or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral or any part thereof, or any cash or property held by the Borrower as Collateral under this Pledge Agreement if any such assignment, pledge, encumbrance or grant would constitute a violation of the Loan Agreement. The rights of Agent under this Pledge Agreement shall automatically be transferred to any transferee to which Agent transfers the Note and the Loan Agreement pursuant to the terms thereof. The construction, interpretation, validity, enforceability and effect of all provisions of this Pledge Agreement including, but not limited to, the payment of the Obligations and the legality of the interest rate and other charges shall be construed and enforced in accordance with the internal laws of the State of New York. The terms of Section 15.6 of the Loan Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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22. Executive Offices. The Borrower shall not (i) change the location of its chief executive offices or sole place of business from the location as of the date hereof or remove its books and records from such location, or (ii) change its name, identity or structure if, in either case, such change is prohibited by the Loan Agreement.

23. Notices. All notices required or permitted to be given under this pledge Agreement shall be in conformance with Section 15.1 of the Loan Agreement

24. Entire Understanding. Agent acknowledges that this Pledge Agreement, the Note and the other Loan Documents and Security Documents set forth the entire agreement and understanding of Agent and the Borrower with respect to the Loan and that no oral or other agreements, understanding, representation or warranties exist with respect to the Loan, other than those set forth in this Pledge Agreement, the Note and the other Loan Documents.

25. Counterpart Signatures. This Pledge Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, delivery of executed counterparts of this pledge agreement by telecopy or other electronic means shall be effective as an original.

26. Governing Law. This Pledge Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the internal laws of the State of New York.

27. Consent to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PLEDGE AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION

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IN WITNESS WHEREOF, the undersigned have caused this Pledge Agreement to be duly executed and delivered as an instrument under seal as of the date first above written.

**BORROWER:**

**CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P.,**  
a Delaware limited partnership

By: Cedar Shopping Centers, Inc., a  
Maryland corporation, its general partner

By: \_\_\_\_\_

Name:

Title:

**AGENT:**

**BANK OF AMERICA, N.A.,**  
a national banking association, as  
Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**CEDAR SHOPPING CENTERS, INC.**  
**Projected Operating Budget**  
**Funds From Operations (“FFO”) and Adjusted Funds From Operations (Cash Flow — “AFFO”)**  
**Year Ending June 30, 2010**  
**(unaudited)**

	<b>Consolidated totals</b>
<b>Revenues:</b>	
Rent	\$ 159,758,000
Expense recoveries	35,805,000
Other	298,000
<b>Total revenues</b>	<u>195,861,000</u>
<b>Expenses:</b>	
Operating, maintenance and management	35,761,000
Real estate and other property-related taxes	22,323,000
General and administrative	10,541,000
Interest expense (including amortization of deferred financing costs)	60,208,000
Depreciation and amortization	46,907,000
Interest income and income from unconsolidated joint venture	(1,025,000)
<b>Total expenses</b>	<u>174,715,000</u>
<b>Income before minority and limited partners’ interests</b>	21,146,000
Minority interests	(2,735,000)
Limited partners’ interest	(663,000)
<b>Net income</b>	17,748,000
Preferred stock distribution requirements	(7,877,000)
<b>Net income applicable to common shareholders</b>	9,871,000
Add/deduct:	
Real estate depreciation and amortization	46,606,000
Limited partners’ interest	663,000
Minority interests	2,735,000
Minority interests’ share of FFO	(10,238,000)
Equity in income of unconsolidated joint venture	(1,025,000)
FFO from unconsolidated joint venture	1,412,000
<b>FFO</b>	50,024,000
Add/deduct:	
Pro rata share of straight-line rents	(1,142,000)
Pro rata share of amortization of intangible lease liabilities	(11,640,000)
Pro rata share of cap-x @ \$0.55/sq.ft/year (excluding development/redevelopment properties)	(5,709,000)
Amortization of deferred compensation costs, net	3,300,000
Guaranteed rent payments	659,000
Transaction costs and other	—
Pro rata share of scheduled debt amortization payments	(8,938,000)
Non-real estate depreciation and amortization	4,787,000
<b>AFFO (Cash Flow)</b>	<u>\$ 31,341,000</u>

**FORM OF  
MORTGAGE/DEED OF TRUST**

[MORTGAGE/DEED OF TRUST] AND SECURITY AGREEMENT

[INSERT MORTGAGE/DEED OF TRUST SPECIFIC PROVISIONS]

The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after this Mortgage is delivered to the Recorder for record. Such loan advances may be evidenced by a note or notes of the Borrower.

KNOW ALL MEN BY THESE PRESENTS that [ ] a [ ] having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, the "Mortgagor") for consideration paid, hereby grants, bargains, conveys, sells, transfers, assigns, mortgages and confirms unto BANK OF AMERICA, N.A., a national banking association having an address at 100 N. Tryon Street, Mail Code: NCI-001-15-14, Charlotte, NC 28255, in its capacity as Administrative Agent under that certain Amended and Restated Loan Agreement dated as of November 10, 2009 (hereinafter, as amended, and as may be further amended from time to time, the "Loan Agreement"), by and among CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, the "Borrower", which Borrower is not a party to this Mortgage), Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement (Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement are collectively referred to as the "Lenders" and individually as the "Lender"), and BANK OF AMERICA, N.A., as Administrative Agent (hereinafter, the "Agent"), with MORTGAGE COVENANTS, the Mortgaged Property (as defined below) to secure the Obligations (as defined below).

The terms "Mortgagor" and "Borrower" shall include, wherever the context permits, their successors and assigns. The terms "Agent" and "Lenders" shall include, wherever the context permits, their successors and assigns as the holder for the time being of this [ Mortgage/Deed of Trust] and Security Agreement, and the Obligations hereby secured.

This [Mortgage/Deed of Trust] and Security Agreement (hereinafter, the "Mortgage") is granted pursuant to the terms, provisions and conditions of the Loan Agreement. *Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.*

The term "Mortgaged Property" shall mean and include all of the following described property:

A. Real Estate. The land more particularly described on Exhibit A which is annexed hereto and made a part hereof (hereinafter, the "Land") together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called

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the "Improvements") with a street address of [ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ ], together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto (hereinafter, the "Real Estate");

B. Fixtures. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Mortgagor, or in which Mortgagor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration (hereinafter, the "Fixtures");

C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Real Estate and all right, title and interest of Mortgagor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Mortgagor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights (hereinafter, the "Additional Appurtenances");

D. Awards. All of the right, title and interest of Mortgagor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property (hereinafter, the "Awards");

E. Leases. All leases now or hereafter entered into of the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Mortgagor thereunder, including, without limitation, purchase or sale options, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents and other payments due thereunder (hereinafter, the "Leases");

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F. Purchase and Sale Agreements. All purchase and sale agreements now or hereafter entered into of the Real Estate, or any portion thereof, or any condominium units into which the Real Estate may be converted including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the purchasers of their obligations thereunder (hereinafter, the "Purchase and Sale Agreements"); and

G. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Mortgagor of every nature and description, and whether or not used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, the Purchase and Sale Agreements or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the State of [\_\_\_\_\_] and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Agent; any cash collateral deposited with Agent; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Mortgagor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property (hereinafter, the "Insurance Proceeds"); all Awards; all Leases; all Purchase and Sale Agreements; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any of the Mortgaged Property (hereinafter, collectively, the "Personal Property").

The term "Obligations" shall mean and include:

- A. The Guaranteed Obligations, as such term is defined in that certain Guaranty of even date executed by the Mortgagor in favor of the Agent on behalf of the Lenders;
  - B. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Mortgagor under and pursuant to this Mortgage, the Guaranty, the Loan Documents, or any other document executed in connection therewith;
  - C. The payment of all costs, expenses, legal fees and liabilities incurred by Agent and the Lenders in connection with the enforcement of any of Agent's or any Lenders' rights or remedies under this Mortgage, the Guaranty, the Loan Documents, or any other instrument, agreement or document which evidences or secures any other obligations or collateral therefor, whether now in effect or hereafter executed; and
  - D. The payment, performance, discharge and satisfaction of each liability and obligation of Mortgagor to Agent or any Lender under any one or more of the Loan Documents and any amendment, extension, modification, replacement or recasting of any one or more of the
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instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby.

Mortgagor hereby grants to Agent, on behalf of the Lenders, a continuing security interest in all of the Mortgaged Property in which a security interest may be granted under the Uniform Commercial Code as such is in effect in the State of [\_\_\_\_\_], including, without limitation, the Fixtures, the Personal Property and the Purchase and Sale Agreements, together with all proceeds and products, whether now or at any time hereafter acquired and whether or not used in any way in connection with the development, construction, marketing or operation of the Real Estate to secure all Obligations.

This instrument is intended to take effect as a mortgage pursuant to [\_\_\_\_\_] law and as a security agreement pursuant to the UCC and is to be filed with the Office of the Recorder of [\_\_\_\_\_] County, [\_\_\_\_\_] as a fixture financing statement pursuant to the UCC.

Mortgagor covenants, warrants, represents and agrees with Agent, its successors and assigns, and the Lenders, that:

(ii) Title. Mortgagor has good record title to the Mortgaged Property and has good right, full power and lawful authority to grant and convey the same in the manner aforesaid; and that the Mortgaged Property are free and clear of all encumbrances and exceptions, except for the permitted title exceptions, if any, as set forth on Exhibit B which is annexed hereto and made a part hereof. Mortgagor shall make any further assurances of title that Agent may in good faith require including, without limitation, such further instruments as may be requested by Agent to confirm the assignment to Agent of all Awards.

(iii) Performance of Obligations. Mortgagor shall perform and observe all of the obligations and conditions set forth in each of the Guaranty, this Mortgage, the Assignment of Leases and Rents, the Environmental Indemnity Agreement, and each of the other Loan Documents or other agreements, if any, executed by Mortgagor in connection with the Loan.

(iv) Protection and Maintenance. Mortgagor shall protect and maintain, or cause to be maintained, in good, first-class and substantial order, repair and tenantable condition at all times, the buildings and structures now standing or hereafter erected on the Mortgaged Property, and any additions and improvements thereto, and all Personal Property now or hereafter situated therein, and the utility services, the parking areas and access roads, and all building fixtures and equipment and articles of personal property now or hereafter acquired and used in connection with the operation of the Mortgaged Property. Mortgagor shall promptly replace any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of first-class character.

(v) Insurance Coverages. Mortgagor shall insure the Mortgaged Property and the operation thereof with such coverages and in such amounts as are required by the provisions of the Loan Agreement and shall at all times keep such insurance in full force and effect and pay all premiums therefor in accordance with the terms and conditions of the Loan Agreement. The original or certified copies of all such policies of insurance (or certificates or binders thereof

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issued by the insurer in form, content and manner of execution reasonably satisfactory to Agent) shall be delivered to Agent and the Lenders, and Mortgagor shall deliver to the Agent and the Lenders a new policy or certified copy thereof (or such a certificate) as replacement for an expiring policy (or such a certificate) required to be deposited hereunder together with proof of payment of the premiums therefor in accordance with the terms and conditions of the Loan Agreement. Mortgagor hereby irrevocably appoints Agent its true and lawful attorney-in-fact, with full power of substitution, to assign any such policy in the event of the foreclosure of this Mortgage.

(vi) Insurance Proceeds. The proceeds of any hazard insurance shall be applied in accordance with Article 14 of the Loan Agreement relating to the application of insurance proceeds, which provisions are expressly incorporated by reference herein. Notwithstanding anything in this Section (vi) to the contrary, however, if the insurer denies liability to Mortgagor, Mortgagor shall not be relieved of any obligation under Section (iv) of this Mortgage.

(vii) Eminent Domain. The Awards of damages on account of any condemnation for public use of, or injury to, the Mortgaged Property shall be applied in accordance with Article 14 of the Loan Agreement relating to the application of condemnation proceeds, which provisions are expressly incorporated by reference herein.

(viii) No Waste; Compliance With Law. Mortgagor shall not commit or suffer any intentional waste of the Mortgaged Property, or any portion thereof, or any violation of any law, rule, regulation, ordinance, license or permit, or the requirements of any licensing authority affecting the Mortgaged Property or any business conducted thereon, and shall not commit or suffer any material (for purposes of this section, "material" shall mean an activity in excess of \$500,000.00) demolition, removal or alteration of any of the Mortgaged Property (except for customary renovations or alterations performed in connection with Leases or the replacement of Fixtures and Personal Property in the ordinary course of business, so long as items of comparable value and quality are installed free and clear of liens in favor of any other party), without the express prior written consent of Agent in each instance which consent shall not be unreasonably withheld or delayed, and shall not violate nor suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property, and in all respects Mortgagor shall do all things necessary to comply with, and keep in full force and effect all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes, including, without limitation express or implied, the licenses, permits and authorizations referenced in the Loan Agreement.

(ix) Environmental and Related Matters; Indemnification. Mortgagor shall at all times comply with all of the terms, conditions and provisions imposed on the Indemnitors (as defined in the Environmental Indemnity Agreement) under the Environmental Indemnity Agreement and indemnify, exonerate and save harmless Agent, and each of the Lenders and each other Indemnified Party (as defined in the Environmental Indemnity Agreement) in accordance with the terms of the Environmental Indemnity Agreement.

(x) Payment of Taxes and Prevention of Liens. Mortgagor shall pay in accordance with the terms of the Loan Agreement, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged

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Property or any part thereof, or upon the rents, issues, income or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes. Mortgagor may apply for tax abatements and prosecute diligently and in good faith claims for refund and any such taxes, assessment, and charges, provided the requirements of Section 8.2.3 of the Loan Agreement are satisfied.

(xi) Due On Sale; No Other Encumbrances; No Transfer of Ownership Interests; Failure to Comply with Permitted Exceptions. The Borrower shall comply with the terms and conditions of the Loan Agreement with respect to permitted transactions.

(xii) Agent's and Lenders' Rights. If Mortgagor shall neglect or refuse: (a) to maintain and keep in good repair the Mortgaged Property or any part thereof as required by this Mortgage or the Loan Agreement, taking into account all applicable grace and cure periods, or (b) to maintain and pay the premiums for insurance which may be required by this Mortgage or the Loan Agreement, taking into account all applicable grace and cure periods, or (c) subject to Mortgagor's right to contest as set forth in the Loan Agreement, to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as required by this Mortgage or the Loan Agreement, taking into account all applicable grace and cure periods, or (d) to pay the sums required to be paid by this Mortgage or the Loan Agreement, taking into account all applicable grace and cure periods, or (e) to satisfy any other terms or conditions of this Mortgage, or any instrument secured hereby, taking into account all applicable grace and cure periods, Agent may, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days prior written notice (except in the case of (i) an emergency where there is danger to person or property, or (ii) required insurance coverage would lapse, or (iii) an Event of Default exists, in each of which events no notice shall be required except notice of such Event of Default), cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges, and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale (or lease) of any property included as a part of the Mortgaged Property, and pay any amounts as Agent deems reasonably necessary or appropriate to satisfy any term or condition of this Mortgage, which Mortgagor shall have failed to satisfy, or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by Agent or the Lenders at the Default Rate as provided in the Loan Agreement shall be immediately due and payable by Mortgagor to Agent and the Lenders and until paid shall be secured hereby equally and ratably, and the same may be collected as part of said principal debt in any suit hereon. No payment by Agent or the Lenders shall relieve Mortgagor from any default hereunder or impair any right or remedy of Agent consequent thereon.

(xiii) Tax Reserve and Insurance Reserve. Mortgagor shall, upon the request of Agent, from time to time while an Event of Default is existing, pay to Agent on dates upon which installments of interest are payable under the Loan Agreement, such amount as Agent from time to time estimates as necessary to create and maintain a reserve fund from which to pay before the same become due: (a) all taxes, assessments, liens and charges on or against the Mortgaged Property, and (b) all premiums for insurance policies which are required by this Mortgage. Such payments, if so requested, shall be invested in a non-interest bearing account which shall be held

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by Agent as cash collateral. Any part or all of such reserve fund may be applied, at the option of Agent, to (i) cure the existing Event of Default, (ii) pay down any part of the indebtedness hereby secured, or (iii) pay to the taxing authority or the insurer the applicable real estate taxes or insurance premiums then due on behalf of Mortgagor. Payments from such reserve fund for said purposes may be made by Agent in accordance with this Section (xiii) even though subsequent owners of the property described herein may benefit thereby. In refunding any part of said reserve fund, Agent may deal with whomever is the record owner of such property at that time.

(xiv) Certain Expenses. If any action or proceeding is commenced, including, without limitation, an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding Agent or any Lender is made a party by reason of the execution of this Mortgage, or by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage, or if in Agent's reasonable judgment it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage, all sums reasonably paid or incurred by Agent or any Lender for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage or any other Loan Document, shall be paid by Mortgagor, or may at the option of Agent, if not so paid, be added to the debt secured hereby and shall be secured hereby equally and ratably and shall bear interest until paid at the Default Rate set forth in the Loan Agreement.

(xv) Regarding Leases. Mortgagor shall comply with the terms and conditions set forth in the Loan Agreement with respect to any leases or occupancy agreements with respect to the Mortgaged Property.

(xvi) Declaration of Subordination. At the option of Agent, which may be exercised at any time or from time to time, by written notice to Mortgagor and to any applicable tenant, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or condemnation proceeds), to any and all leases of all or any part of the Mortgaged Property upon the execution by Agent and recording or filing thereof, at any time hereafter in the appropriate official records of the county/registry of deeds wherein the Mortgaged Property are situated of a unilateral declaration to that effect.

(xvii) Further Assignment by Mortgagor. Mortgagor hereby further assigns to Agent as security for the Obligations the lessor's interests in any or all leases, now or hereafter outstanding, and to the extent it may lawfully do so Mortgagor's interests in all agreements, contracts, licenses and permits, now or hereafter outstanding, affecting all or any portion of the Mortgaged Property. Mortgagor shall execute, acknowledge and deliver such further or confirmatory assignments thereof, by instruments in form reasonably satisfactory to the Agent, as Agent may reasonably require. Mortgagor hereby authorizes Agent in the event of foreclosure, to sell and assign said interests to the purchaser at foreclosure, but neither such assignment nor any such future assignment shall be construed as binding Agent to any lease, agreement, contract, license or permit so assigned, or to impose upon Agent any obligations with respect thereto. Mortgagor hereby irrevocably appoints Agent, or any agent designated by Agent, the true and lawful attorney-in-fact of Mortgagor, with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Mortgagor which Mortgagor

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fails or refuses to do. In the event of any conflict between the provisions of this Section and the provisions of the Collateral Assignment of Leases and Rents, or any of the other Loan Documents, the provisions of the Collateral Assignment of Leases and Rents shall govern.

(xviii) UCC Filing. Mortgagor, upon Agent's written request, shall promptly cause this Mortgage and any required financing statements to be recorded and re-recorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or reasonably deemed advisable by Agent to create, preserve or protect the priority hereof and of any lien created hereby upon the Mortgaged Property or any part thereof; and Mortgagor shall from time to time do and cause to be done all such things as may be required by Agent, or required by law, including all things which may from time to time be necessary under the Uniform Commercial Code of the State of [ ] to fully create, preserve and protect the priority hereof and of any lien created hereby upon said property. Mortgagor hereby irrevocably appoints Agent, or any agent designated by Agent, the true and lawful attorney-in-fact of Mortgagor, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Mortgagor which Mortgagor fails or refuses to do.

(xix) Right to Deal with Successor. Agent may, without notice to any person, deal with any successor in interest of Mortgagor herein regarding this Mortgage in all respects as it might deal with Mortgagor herein, without in any way affecting the liability hereunder of any predecessor in interest of the person so dealt with; and no sale of the premises hereby mortgaged, nor any forbearance on the part of Agent, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the equity owner at the time of such sale or forbearance.

(xx) Acceleration of Debt. If there is an Event of Default, or if an event occurs which pursuant to which Agent is entitled to exercise its rights and remedies under the Guaranty, then, at the option of Agent, the entire indebtedness hereby secured shall become immediately due and payable without further notice.

(XXI) ADDITIONAL RIGHTS OF AGENT

a. Enter and Perform. Mortgagor authorizes Agent, in addition to all other rights granted by law or by this Mortgage, or by any of the other instruments executed in connection herewith, whenever and as long as any Event of Default shall exist and remain uncured, and without notice beyond the notice, if any, required to be given by the terms of such instrument, to enter and take possession of all or any part of the Mortgaged Property and to use, lease, operate, manage and control the same and conduct the business thereof, and perform lessor's obligations under any lease or the seller's obligations under any Purchase and Sale Agreement or Mortgagor's obligations under any other agreement affecting all or any part of the Mortgaged Property, perform the obligations of the seller under any contracts, and collect the rents, profits and all receipts of every nature therefrom as Agent shall deem best.

b. Repairs and Improvements. Upon every such entry pursuant to Section a, Agent may from time to time at the expense of Mortgagor make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as Agent may deem necessary, but in no event shall Agent be obligated to do so, and may, but shall not be obligated

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to, exercise all rights and powers of Mortgagor, either in the name of Mortgagor, or otherwise as Agent shall determine. Without limitation, express or implied, upon the generality of the foregoing, Agent shall have the right to do all things necessary in order to keep in full force and effect all applicable licenses, permits and authorizations and any amendments thereto.

c. Pay Costs and Expenses. Upon such entry pursuant to Section a, Agent may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary for the holding and operating of the Mortgaged Property, the conduct of any business thereon, the maintenance, repair, replacement, alteration, addition and improvement of the Mortgaged Property, including without limitation payments of taxes, assessments, insurance, wages of employees connected with the Mortgaged Property or any business conducted thereon, charges and reasonable compensation for services of Agent, its attorneys and accountants and all other persons engaged or employed in connection with the Mortgaged Property or of any business conducted thereon and, in addition, Agent, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession.

d. Add to Secured Indebtedness. All obligations so paid or incurred by Agent pursuant to Section c shall be reimbursed or paid for by Mortgagor upon demand, and prior to the repayment thereof shall be added to the debt secured hereby and shall bear interest at the Default Rate, and shall be secured hereby equally and ratably. Agent may also reimburse itself therefor from the income or receipts of the Mortgaged Property or any business conducted thereon, or from the sale of all or any portion of the Mortgaged Property. Agent may also apply toward any of the Obligations any tax or insurance reserve account, deposit or any sum credited or due from Agent to Mortgagor without first enforcing any other rights of Agent against Mortgagor or against any endorser or other guarantor or against the Mortgaged Property.

e. Attorney-In-Fact. Mortgagor hereby irrevocably constitutes and appoints Agent, or any agent designated by Agent, for so long as this Mortgage remains undischarged of record, as attorney-in-fact of Mortgagor to execute, acknowledge, seal and deliver all instruments, agreements, deeds, certificates and other documents of every nature and description in order to carry out or implement the exercise of Agent's rights under this Section (xxi).

(xxii) Setoff. Subject to the terms of this Section (xxii), Mortgagor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of AGENT OR ANY LENDER, or in transit to any of them. At any time, from and after the occurrence of and during the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of Mortgagor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify Mortgagor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT

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TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE MORTGAGOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

(xxiii) Contest of Laws. Mortgagor shall have the right to contest by appropriate legal proceedings the validity of any legal requirements affecting the Mortgaged Property in accordance with the provisions of Section 9.1 of the Loan Agreement.

(xxiv) Notices. Any demand, notice or request by either party to the other shall be given in the manner provided therefor in the Loan Agreement.

(xxv) Agent/Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating Agent or any Lender to take any action or incur any liability with respect to the Mortgaged Property or any business conducted thereon, and all options given to Agent are for its benefit and shall and may be exercised in such order and in such combination as Agent in its sole discretion may from time to time decide.

(xxvi) Severability. In case any one or more of the provisions of this Mortgage, the Guaranty, the Assignment of Leases and Rents, the Environmental Indemnity Agreement, or any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Agent to the fullest extent now or hereafter not prohibited by applicable law.

(xxvii) No Waiver. No consent or waiver, express or implied, by Agent to or of any Default by Mortgagor shall be construed as a consent or waiver to or of any other Default at the same time or upon any future occasion.

(xxviii) Foreclosure and Other Remedies. From and after the occurrence of and during the continuance of an Event of Default, Agent may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the indebtedness secured hereby, with interest at the rate(s) stipulated in the Loan Agreement, together with all other sums due in accordance with the provisions of the Loan Agreement, including all sums which may be advanced after the date of this Mortgage, all sums which may have been advanced by the Agent for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance of the Mortgaged Property after the date of this Mortgage (including the period after the entry of any judgment in mortgage foreclosure or other judgment entered pursuant to this Mortgage or the Loan Agreement), and all costs of suit, including reasonable counsel fees. From and after the occurrence of and during the continuance of an Event of Default, Mortgagor authorizes Agent at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Agent to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

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(xxix) Waivers By Mortgagor. Mortgagor, to the fullest extent that Mortgagor may do so, hereby: (a) agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay or extension, or any redemption after foreclosure sale, and waives and releases all rights of redemption after foreclosure sale, valuation, appraisal, stay of execution, notice of election to mature or declare due the debt secured hereby; and (b) waives all rights to a marshalling of the assets of Mortgagor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of a sale hereunder of the Mortgaged Property, and agrees not to assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, or other matters whatever to defeat, reduce or affect the right of Agent under the terms of this Mortgage to a sale of the Mortgaged Property.

(xxx) Business Loan; Not Personal Residence Mortgagor covenants, warrants and represents that all of the proceeds of the Loan secured hereby shall be used for business or commercial purposes, none of the proceeds of the Loan secured hereby shall be used for personal, family or household purposes, and that no individual liable for the Loan resides or intends to reside in any portion of the Mortgaged Property.

(xxxi) Certification. The undersigned hereby certifies that Mortgagor is a duly organized, validly existing [\_\_\_\_\_] organized and in good standing under the laws of the State of [\_\_\_\_\_] and that the execution and delivery hereof and of all of the other instruments executed in connection herewith by Mortgagor has been duly authorized by all requisite [\_\_\_\_\_] actions of Mortgagor.

(xxxii) Headings. Headings and captions in this Mortgage are for convenience and reference only and the words and phrases contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of any of the provisions hereof.

(xxxiii) Time of Essence. Time shall be of the essence of each and every provision of this Mortgage and each of the other instruments executed herewith.

(xxxiv) Governing Law; Mutual Waiver of Jury Trial.

a. Governing Law. This Mortgage shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of [\_\_\_\_\_] without regard to principles of conflicts of law.

b. SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT HAVING JURISDICTION FROM AN APPEAL THEREFROM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY

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JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS MORTGAGE OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

c. JURY TRIAL WAIVER. MORTGAGOR, AGENT, AND EACH OF THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS MORTGAGE, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR MORTGAGOR, AGENT AND EACH OF THE LENDERS TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

(XXXV) LOCAL LAW PROVISIONS.

a. [INSERT STATE-SPECIFIC PROVISIONS]

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered at as a sealed instrument as of the [\_\_\_\_] day of [\_\_\_\_], [\_\_\_\_].

MORTGAGOR:

[\_\_\_\_\_]

By: [SIGNATURE BLOCK OF MORTGAGOR]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

And now, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Vice President of Cedar Shopping Centers, Inc., a Maryland corporation, as general partner of Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership and [\_\_\_\_\_] of [\_\_\_\_\_], a [\_\_\_\_\_], and that s/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of such partnership, corporation, and company.

In witness whereof, I hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

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EXHIBIT "A" ANNEXED TO AND MADE A PART OF THE  
OPEN-END MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION

Property Address: [\_\_\_\_\_] [\_\_\_\_\_]  
[\_\_\_\_\_]

ADDRESS: [\_\_\_\_\_]

PERMANENT PARCEL NO. \_\_\_\_\_

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EXHIBIT "B" ANNEXED TO AND MADE A PART OF THE  
OPEN-END MORTGAGE AND SECURITY AGREEMENT

PERMITTED TITLE EXCEPTIONS

Those matters noted in Schedule B, Part I, of Agent's Title Insurance Loan Policy

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**FORM OF  
ASSIGNMENT OF LEASES AND RENTS**

ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (hereinafter, this "Assignment") made as of this [\_\_\_\_\_] day of [\_\_\_\_], [\_\_\_\_] by [\_\_\_\_], a [\_\_\_\_] having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, together with any successors and assigns, the "Assignor") to BANK OF AMERICA, N.A., a national banking association having an address at 100 N. Tryon Street, Mail Code: NC1-001-15-14, Charlotte, NC 28255, in its capacity as Administrative Agent under a certain Amended and Restated Loan Agreement (as now or hereafter amended, hereinafter, the "Loan Agreement") dated as of November 10, 2009, by and among CEDAR SHOPPING CENTERS PARTNERSHIP, L.P. (hereinafter, the "Borrower", which Borrower is not a party to this Assignment), Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement (Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement are collectively referred to as the "Lenders" and individually as the "Lender"), and Bank of America, N.A., as Administrative Agent (hereinafter, together with any successors and assigns, the "Agent"), as the holder of this Assignment, and the Obligations (as defined below) secured hereby.

WITNESSETH THAT:

(XXXVI) GRANT OF ASSIGNMENT. THIS ASSIGNMENT IS GRANTED PURSUANT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE LOAN AGREEMENT. CAPITALIZED TERMS USED HEREIN WHICH ARE NOT OTHERWISE SPECIFICALLY DEFINED SHALL HAVE THE SAME MEANING HEREIN AS IN THE LOAN AGREEMENT.

Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby absolutely and unconditionally grants, transfers and assigns to Agent and the Lenders, and grants to Agent and the Lenders a continuing pledge of and security interest in, the entire present and future interest of Assignor in, to and under: (a) all leases, subleases, rental agreements or other occupancy agreements to which Assignor is a party (hereinafter, the "Leases") now or hereafter in existence, with respect to all or any portion of the real property known as [\_\_\_\_\_] (hereinafter, the "Property"); (b) all rents, income and profits of any kind arising from such interests in the Leases and any renewals or extensions thereof for the use and occupation of all or any portion of the Property; (c) all guaranties of and security for the Leases; and (d) all proceeds of the foregoing.

Assignor is the owner of the Property. A legal description of the Property is annexed hereto as Exhibit A.

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(XXXVII) OBLIGATIONS SECURED. THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF SECURING THE "OBLIGATIONS" AS FOLLOWS:

- i. The Guaranteed Obligations, as such term is defined in that certain Guaranty of even date executed by the Assignor in favor of the Agent on behalf of the Lenders;
- ii. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Assignor under and pursuant to this Assignment, the Guaranty, the Loan Documents, or any other document executed in connection therewith;
- iii. The payment of all costs, expenses, legal fees and liabilities incurred by Agent or any Lender in connection with the enforcement of any of Agent's or any Lender's rights or remedies under this Assignment, the Guaranty, the Loan Documents, or any other instrument, agreement or document which evidences or secures any other obligations or collateral therefor, whether now in effect or hereafter executed; and
- iv. The payment, performance, discharge and satisfaction of all other liabilities and obligations of Assignor to Agent and the Lenders, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including, but without limitation express or implied upon the generality of the foregoing, each such liability and obligation of Assignor under this Assignment, the Guaranty, the Loan Documents, and each amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby.

(XXXVIII) WARRANTIES AND REPRESENTATIONS. ASSIGNOR WARRANTS AND REPRESENTS THAT IT IS AND SHALL BE IN THE FUTURE THE SOLE OWNER OF THE ENTIRE INTERESTS DESCRIBED IN SECTION (XXXVI) ABOVE AND THAT NO RENT RESERVED IN THE LEASES HAS BEEN OR WILL BE IN THE FUTURE OTHERWISE ASSIGNED OR ANTICIPATED, AND THAT NO RENT FOR ANY PERIOD SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT WILL BE COLLECTED MORE THAN ONE (1) MONTH IN ADVANCE EXCEPT FOR SECURITY DEPOSITS AND LAST MONTH'S RENTS TAKEN IN THE USUAL COURSE OF BUSINESS PURSUANT TO LEASES.

Assignor further warrants and represents that as of the date hereof: (a) true and complete copies, together with all amendments and modifications, of all Leases presently in full force and effect have been delivered to Agent; (b) to Assignor's knowledge, and except as disclosed to Agent no default exists on the part of any of the lessees or tenants or of Assignor as lessor in the performance on the part of either of the terms, covenants, provisions or agreements in the Leases contained; (c) except as disclosed to Agent, Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the lessees or Assignor under the Leases; and (d) no security deposit or advance rental payment has been made by any lessee under the Leases except as has been previously disclosed by Assignor

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to Agent, or as may be specifically designated in the copies of the Leases previously furnished to Agent.

(XXXIX) COVENANTS. THE ASSIGNOR SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT WITH RESPECT TO ALL PRESENT AND FUTURE LEASES OF THE PROPERTY.

(XL) FURTHER TERMS, COVENANTS AND CONDITIONS. THIS ASSIGNMENT IS MADE ON THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

a. Prior to Default. So long as no Event of Default (as defined in the Loan Agreement) exists (hereinafter, collectively, a "Continuing Default"): Assignor shall have the right and license to manage and operate the Property and to collect at the time of, but not more than one (1) month prior to (except for security deposits and first or last month's rent taken in the usual course of business -pursuant to the Leases), the date provided for the payment thereof, all rents, income and profits arising under the Leases or from the premises described therein and, subject to the provisions of the other Loan Documents, to retain, use and enjoy the same.

b. After Default. At any time when a Continuing Default exists, Agent, without in any way waiving such default, may at its option, without notice (except for the notice of default), and without regard to the adequacy of the security for the Obligations secured hereby and by the Mortgage revoke the right and license granted above to Assignor and:

1. Authorize and direct the lessees named in any existing Leases or any other or future lessees or occupants of the Property, upon receipt from Agent of written notice to the effect that Agent is or the Lenders are then the holder of the Mortgage and this Assignment and that a Continuing Default exists thereunder, to pay over to Agent all rents, income and profits arising or accruing under the Leases or from the Property and to continue to do so until otherwise notified in writing by Agent. Assignor agrees that every lessee and occupant shall have the right to rely upon any such statement and request by Agent that lessee or occupant shall pay such rents to Agent without any obligation or right to inquire as to whether such Continuing Default actually exists notwithstanding any notice from or claim of Assignor to the contrary and that Assignor shall have no right or claim against lessees or occupants for any such rent so paid by lessees or occupants to Agent after such notice to the lessee or occupant by Agent;

2. Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Agent may reasonably deem proper and, either with or without taking possession of the Property in its own name, demand, sue for, or otherwise collect and receive, all rents, income and profits of the Property, including those past due and unpaid, with full power to make from time to time all improvements,

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alterations, renovations, repairs and replacements thereto or thereof as may seem proper to Agent; and

3. Apply such rents, income and profits to the payment of:

a. all reasonable expenses of managing the Property including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Agent may deem necessary, and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for all insurance which Agent may deem necessary, the payment or refund of security deposits, or interest thereon, and the cost of all improvements, alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and

b. all sums which Assignor is responsible to pay under the Mortgage, and the principal sum, interest and indebtedness secured hereby and by the Mortgage, and all other Obligations together with all reasonable costs and reasonable attorneys' fees, in such order of priority as to any of the items mentioned in this clause (b), as Agent in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding.

The exercise by Agent of the option granted it in this Section b and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver by Agent of any Default under the other Loan Documents, or the Guaranty, or the Leases, or this Assignment.

c. Continuing Effect. Upon the satisfaction of the Obligations secured hereby and by the Mortgage, (a) this Assignment shall become and be void and of no effect, but the affidavit of any officer, agent, or attorney of Agent or the Lenders made in good faith showing any part of said Obligations to remain unsatisfied, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon and (b) Agent shall execute termination of this Assignment at Assignor's cost. The discharge of record of the Mortgage dated as of even date given by Assignor to Agent shall constitute a discharge of this Assignment and a release of Agent's and the Lenders' interest in the Leases and rents assigned hereby and the reassignment thereof (without recourse to Agent or any Lender) to Assignor and all those claiming of record by, through or under Assignor.

d. No Waiver; Concurrent Rights. Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Agent of its rights and remedies hereunder or any one or more of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Agent under the terms of any of

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the other Loan Documents. The right of Agent to collect said principal sums, interest and indebtedness and to enforce any other security therefore held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

e. No Liability. Neither Agent nor any Lender shall be liable for any loss sustained by Assignor resulting from Agent's failure to let the Property after default or from any other act or omission of Agent in managing the Property after default unless such loss is caused by the gross negligence or willful misconduct of Agent. Agent shall not be obligated to perform or discharge, nor does Agent hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall, and does hereby agree to, indemnify Agent and each of the Lenders for, and to defend and hold Agent and each of the Lenders harmless from, any and all liability, loss or damage which may or might be incurred under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Agent or any Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Agent or any Lender incur any such liability under the Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and by the Mortgage and by the other collateral for the Obligations and Assignor shall reimburse Agent and the Lenders therefor within thirty (30) days after demand and upon the failure of Assignor so to do, Agent may, at its option, declare all sums secured hereby immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said Property upon Agent, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Agent responsible or liable for any waste committed on the Property by tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Notwithstanding the foregoing, Agent and the Lenders shall not be indemnified on account of, or exculpated from acts of, their own gross negligence or willful misconduct.

f. Effect of Foreclosure Deed. Unless Agent otherwise elects in the instance of a Lease which is subordinate to the Mortgage and is thus terminated by the foreclosure, upon the issuance of any deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument and such deed or deeds, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Agent, and its successors and assigns, as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds as may be necessary or desirable for such purpose.

g. Rights Contained in Mortgage. This Assignment is intended to be in addition to, and not in substitution for, or in derogation of, any assignment of rents to

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secure the Obligations contained in the Mortgage or in any other Loan Document. In the event of any conflict between this Assignment and any of the other Loan Documents, the provisions of this Assignment shall govern.

h. Notices. Any notice or communications in connection herewith shall be sufficiently given only if given in the manner provided for in the Loan Agreement.

i. Grace Periods and Notice. The grace period and notice provisions set forth in the Loan Agreement shall be applicable to any Default under this Assignment.

j. Setoff. Subject to the terms of this Section j, Assignor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of Agent or any Lender, or in transit to any of them. At any time, from and after the occurrence of and during the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of Assignor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify Assignor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE ASSIGNOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

(XLI). GOVERNING LAW; MUTUAL WAIVER OF JURY TRIAL

a. Governing Law. This Assignment shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of [\_\_\_\_\_] without regard to principles of conflicts of law.

b. JURY TRIAL WAIVER. ASSIGNOR, AGENT, AND EACH OF THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS ASSIGNMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR ASSIGNOR, AGENT AND EACH OF THE LENDERS TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

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c. SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT HAVING JURISDICTION FROM AN APPEAL THEREFROM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS ASSIGNMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(XLII) LOCAL LAW.

a. [INSERT STATE-SPECIFIC PROVISIONS]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as a sealed instrument as of the date first written above.

ASSIGNOR:

[SIGNATURE BLOCK OF ASSIGNOR]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

And now, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Vice President of Cedar Shopping Centers, Inc., a Maryland corporation, as general partner of Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership and [\_\_\_\_\_] of [\_\_\_\_\_], a [\_\_\_\_\_] and that s/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of such partnership, corporation, and company.

\_\_\_\_\_  
Notary Public  
My commission expires:

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EXHIBIT A ANNEXED TO AND MADE A PART OF THE  
COLLATERAL ASSIGNMENT OF LEASES AND RENTS

LEGAL DESCRIPTION

Property Address: [\_\_\_\_\_]

[\_\_\_\_\_]

ADDRESS: [\_\_\_\_\_]

PERMANENT PARCEL NO. \_\_\_\_\_

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**FORM OF  
COLLATERAL ASSIGNMENT OF CONTRACTS  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
IN RESPECT OF CONTRACTS, LICENSES AND PERMITS**

1. **PARTIES.** [\_\_\_\_\_] , a [\_\_\_\_\_] having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, the "Assignor") hereby assigns, transfers, sets over, pledges and, if applicable, delivers, to BANK OF AMERICA, N.A., a national banking association having an address at 100 N. Tryon Street, Mail Code: NCI-001-15-14, Charlotte, NC 28255, as agent under that certain Amended and Restated Loan Agreement dated as of November 10, 2009 (hereinafter, as amended, and as may be further amended from time to time, the "Loan Agreement") by and among Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, the "Borrower"), Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement (Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement are collectively referred to as the "Lenders" and individually as the "Lender"), and BANK OF AMERICA, N. A., as Agent (hereinafter, together with any successors and assigns thereof, the "Agent"), and hereby grants to Agent a continuing security interest in the Assigned Contracts and Permits (as defined herein) to secure the Obligations (as defined herein).

2. **LOAN AGREEMENT; DEFINED TERMS.** This Collateral Assignment and Security Agreement in Respect of Contracts, Licenses and Permits (hereinafter, this "Collateral Assignment") is given pursuant to the terms, provisions and conditions of the Loan Agreement. *Capitalized terms not otherwise specifically defined herein shall have the same meaning herein as in the Loan Agreement.*

3. **ASSIGNED CONTRACTS AND PERMITS.** The term "Assigned Contracts and Permits" shall mean all of the contracts, licenses, permits, approvals, agreements and warranties, and all of Assignor's right, title and interest therein, whether now owned or hereafter acquired, and all proceeds and products thereof, and all accounts, contract rights and general intangibles related thereto, which are in any manner related to the land known as [\_\_\_\_\_] (hereinafter, the "Land") (more particularly described in Exhibit A hereto) and the improvements (hereinafter, the "Improvements") on or to be constructed on the Land (such Land and Improvements are hereinafter, collectively, referred to as the "Property").

4. **OBLIGATIONS.** The term "Obligations" shall mean all obligations of Assignor to Agent and the Lenders, whether now existing or hereafter arising, direct or indirect, under each of the following instruments, documents and agreements, each dated as of even date herewith and as the same may be hereafter modified and amended: (i) the Guaranty; (ii) the Mortgage; (iii) the Assignment of Leases and Rents; (iv) this Assignment; and (v) each other Loan Document.

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5. COVENANTS, WARRANTIES AND REPRESENTATIONS. Assignor covenants with, and warrants and represents to, Agent that:

5.1 Assignor is and shall be the owner of the Assigned Contracts and Permits free and clear of all pledges, liens, security interests and other encumbrances of every nature whatsoever except in favor of Agent;

5.2 Assignor has the full right, power and authority to assign, and to grant the pledge of and security interest in, the Assigned Contracts and Permits as herein provided;

5.3 To Assignor's knowledge, the execution, delivery and performance of this Collateral Assignment by Assignor does not and will not result in the violation of any mortgage, indenture, contract, instrument, agreement, judgment, decree, order, statute, rule or regulation to which Assignor is subject or by which it or any of its property is bound;

5.4 Assignor shall not make any other assignment of, or permit any pledge, lien, security interest or encumbrance to exist with respect to, the Assigned Contracts and Permits except in favor of Agent, and Assignor shall not otherwise transfer, assign, sell or exchange its interest in the Assigned Contracts and Permits;

5.5 To the extent the same is in possession of Assignor, a true and complete executed counterpart, or certified copy, of each Assigned Contract and Permit which now exists and which is evidenced by a written agreement or document has been delivered to Agent, and a true and complete counterpart, or certified copy, of each Assigned Contract and Permit which becomes effective or is issued in the future shall be promptly delivered to Agent;

5.6 To Assignor's knowledge, each Assigned Contract and Permit presently in existence is in full force and effect, is valid and enforceable in accordance with its terms, has not been modified, and no default exists thereunder on the part of any party thereto. Each Assigned Contract and Permit which comes into existence after the date hereof shall be valid and enforceable in accordance with its terms;

5.7 No Assigned Contract and Permit shall be amended, modified or changed in any material respect, have any of its material terms waived by Assignor, or cancelled or terminated if such amendment, modification, waiver, cancellation or termination could reasonably be expected to have a Material Adverse Effect, without Agent's prior written consent in each instance; and

5.8 Assignor shall pay and perform in all material respects all of its material obligations under or with respect to each Assigned Contract and Permit and not permit any default by it to exist with respect thereto if such failure or default could reasonably be expected to have a Material Adverse Effect. Assignor shall exercise all commercially reasonable efforts necessary to enforce or secure performance by any other party to any Assigned Contract and Permit if such other party's failure to perform could reasonably be expected to have a Material Adverse Effect.

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6. RIGHTS OF ASSIGNOR PRIOR TO DEFAULT. So long as there is no Event of Default, Assignor shall have and may exercise all rights as the owner or holder of the Assigned Contracts and Permits which are lawful and are not inconsistent with the provisions of the Loan Documents, Immediately upon the occurrence of and during the continuance of any Event of Default, the right described in the preceding sentence shall cease and terminate, and in such event Agent is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to Assignor under any one or more of the Assigned Contracts and Permits as fully as Assignor could itself.

7. IRREVOCABLE DIRECTION. Assignor hereby irrevocably directs the contracting party to, or grantor or licensor of, any such Assigned Contract and Permit, to the extent not prohibited by either such Assigned Contract and Permit or applicable law, or to the extent permitted under any recognition or other agreement executed by such grantor or licensor, upon demand and after notice from Agent of the occurrence of an Event of Default under any of the Loan Documents, to recognize and accept Agent as the holder of such Assigned Contract and Permit for any and all purposes as fully as it would recognize and accept Assignor and the performance of Assignor thereunder. Assignor does hereby constitute and appoint Agent, while this Assignment remains in force and effect, irrevocably, and with full power of substitution and revocation, its true and lawful attorney for and in its name, place and stead, after the occurrence of and during the continuance of such an Event of Default, to demand and enforce compliance with all the terms and conditions of the Assigned Contracts and Permits and all benefits accrued thereunder, whether at law, in equity or otherwise.

8. UCC RIGHTS AND REMEDIES. Further, and without limitation of the foregoing rights and remedies, upon and during the continuance of an Event of Default, Agent shall have the rights and remedies of a secured party under the Uniform Commercial Code (the "UCC"), as enacted in the State of [\_\_\_\_], with respect to the Assigned Contracts and Permits, in addition to the rights and remedies otherwise provided for herein or by law or in equity or in any other Loan Document. The Agent shall give Assignor ten (10) days' prior written notice of the time and place of any public sale of any such Assigned Contract and Permit or the time after which any private sale or any other intended disposition is to be made. After deducting all reasonable expenses incurred in connection with the enforcement of its rights hereunder, Agent shall cause the proceeds of the Assigned Contracts and Permits to be applied to the Obligations in such order as Agent may determine and Assignor shall remain liable for any deficiency. Any surplus shall be remitted by the Agent pursuant to Section 9-615 of the UCC.

9. INDEMNIFICATION. Assignor hereby agrees to indemnify and to defend and hold Agent and the Lenders harmless against and from all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur by reason of this Collateral Assignment, or by reason of any commercially reasonable action taken in good faith by Agent hereunder or with respect to the Assigned Contracts and Permits, and against and from any and all claims and demands whatsoever which may be asserted against Agent or any Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Contracts and Permits. Should Agent or any Lender incur any such liability, loss, damage or expense, the amount thereof,

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together with interest thereon at the Default Rate of interest under the Loan Agreement, shall be payable by Assignor to Agent and the Lenders within thirty (30) days of demand, or at the option of Agent, Agent may reimburse itself therefor out of any receipts, rents, income or profits of the Property collected by Agent before the application of such receipts, rents, income or profits to any other Obligations. Any such amounts which are not paid within thirty (30) days of demand therefor shall bear interest at the Default Rate from the date of demand until paid.

10. AGENT/LENDER NOT OBLIGATED. Nothing contained herein or elsewhere shall operate to obligate, or be construed to obligate, Agent or any Lender to perform any of the terms, covenants or conditions contained in the Assigned Contracts and Permits or otherwise to impose any obligation upon Agent with respect to the Assigned Contracts and Permits prior to written notice by Agent to Assignor of Agent's election to assume Assignor's obligations under one or more of the Assigned Contracts and Permits. Prior to written notice from Agent of such election, this Collateral Assignment shall not operate to place upon Agent any responsibility for the operation, control, care, management or repair of the Property or for the payment, performance or observance of any obligation, requirement or condition under any such Assigned Contract and Permit, or under any agreement in respect to any such Assigned Contract and Permit, and the execution of this Collateral Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property as well as the payment, performance or observance of any obligation, requirement or condition under the Assigned Contracts and Permits is and shall be that of Assignor, prior to written notice from Agent of such election. Even if Agent does exercise its rights, it may only be liable to the Architect, the Contractor, or any of the other parties only during the period that it is exercising the rights of Assignor under the Assigned Contracts and Permits, and at all times Assignor retains the obligation to reimburse Agent in accordance with Section 9 above otherwise pay when due all obligations incurred in connection with the Assigned Contracts and Permits.

11. FURTHER ASSURANCES; UCC FILINGS. Assignor agrees to execute and deliver to Agent, at any time or times during which this Collateral Assignment shall be in effect, such further instruments as Agent in good faith may deem necessary to make effective this Collateral Assignment, the security interest created hereby and the covenants of Assignor herein contained. To evidence such security interest, at the request of Agent, Assignor shall, in a form reasonably satisfactory to Agent, execute and deliver one or more financing statements, and any continuation thereof, pursuant to the provisions of the Uniform Commercial Code as enacted in the State of [ ] and shall pay the cost for filing thereof.

12. NO WAIVER; CUMULATIVE RIGHTS. Failure of Agent to avail itself of any of the terms, covenants, and conditions of this Collateral Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Agent under this Collateral Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Agent shall have under or by virtue of the Obligations and the Loan Documents. The rights and remedies of Agent hereunder may be exercised from time to time and as often as such exercise is deemed expedient by Agent.

13. AGENT/LENDER: RIGHT TO ASSIGN. Assignor agrees that upon any sale or transfer by Agent and the Lenders of the Loan Documents and the indebtedness evidenced

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thereby, or upon any person acquiring the Property or any interest therein, Agent may deliver to the purchaser or transferee the Assigned Contracts and Permits and may assign to such purchaser or transferee the rights of Agent hereunder, who shall thereupon become vested with all powers and rights given to Agent and the Lenders in respect thereto (and subject to Agent's obligations hereunder), and Agent and the Lenders shall be forever relieved and fully discharged from any liability or responsibility thereafter accruing in connection therewith. In no event shall Agent be liable with respect to, or on account of, the Assigned Contracts and Permits, except for the safekeeping of any instruments delivered to Agent pursuant hereto and as otherwise expressly set forth in this Collateral Assignment, and Agent shall specifically have no obligation to enforce any rights against any contractor, or grantor or issuer.

14. TERMINATION AND REASSIGNMENT. Upon full payment and performance of the obligations and liabilities set forth or contained in this Collateral Assignment and the other Loan Documents (excluding only any liabilities which might arise in the future under the Environmental Indemnity), this Collateral Assignment shall become and be void and of no effect and, in that event, upon the request of Assignor, Agent covenants to execute and deliver to Assignor instruments effective to evidence the termination of this Collateral Assignment and the reassignment (without recourse) to Assignor of the Assigned Contracts and Permits and the rights, title, interest, power and authority assigned herein; provided, however, that any affidavit, certificate or other written statement of any officer of Agent stating that any part of said indebtedness remains unpaid shall be and constitute conclusive evidence of the then validity, effectiveness and continuing force of this Collateral Assignment and any person, firm, or corporation receiving any such affidavit, certificate or statement may, and is hereby authorized to rely thereon.

15. COPIES OF DEFAULT NOTICES. Assignor agrees to provide Agent promptly, but in any event within five (5) Business Days after receipt thereof by Assignor, with copies of any and all notices received by Assignor which allege, either directly or indirectly, that Assignor is in default of, or deficient in the performance of the terms of any obligation of Assignor under, any Assigned Contract and Permit, or that any fact or circumstance exists which could reasonably lead to the termination, suspension, revocation or loss of any Assigned Contract and Permit.

16. NOTICES. Any notices given pursuant to this Collateral Assignment shall be sufficient only if given in the manner provided for in the Loan Agreement.

17. SUCCESSORS AND ASSIGNS. All of the agreements, obligations, undertakings, representations and warranties herein made by Assignor shall inure to the benefit of Agent, each Lender, and their successors and assigns, and shall bind Assignor and its successors and assigns.

18. CAPTIONS AND HEADINGS. Captions and headings in this Collateral Assignment are intended solely for the convenience of the parties and shall not be considered in the determination of the meaning of any provision hereof.

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19. GRACE PERIODS AND NOTICE. The grace period and notice provisions set forth in the Loan Agreement shall be applicable to any Default under this Collateral Assignment.

20. COUNTERPARTS. This Collateral Assignment may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of such collateral assignment is sought.

21. SETOFF. Subject to the terms of this Section 21, Assignor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of Agent or Lender or in transit to any of them. At any time, from and after the occurrence of and during the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of Assignor even though unmaturing and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify Assignor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE ASSIGNOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

22. GOVERNING LAW. This Collateral Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to principles of conflicts of law, except insofar as formation of the Assignor under [ ] law requires [ ] law to apply with respect to matters of authorization to enter into the transaction contemplated by this Collateral Assignment. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of the State of [ ] is not intended, nor shall it be deemed, in any way to derogate the parties' choice of law as set forth herein. Agent or any Lender may enforce its rights hereunder and under the other Loan Documents, including, but not limited to, its rights to sue Assignor or to collect any outstanding indebtedness in accordance with applicable law. It is understood and agreed that this Collateral Assignment, and all of the other Loan Documents, were negotiated, executed and delivered in the State of New York which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

23. CONSENT TO JURISDICTION. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York located within the First Department of the New York State Unified Court System or any federal court located within the Southern District of the State of New York, in any action or proceeding arising out of or relating to this Agreement, or for recognition or

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enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment to be duly executed and delivered as a sealed instrument as of the [\_\_\_\_\_] day of [\_\_\_\_], [\_\_\_\_\_].

ASSIGNOR:

[\_\_\_\_\_]

By: [SIGNATURE BLOCK OF ASSIGNOR]

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**EXHIBIT A**  
Legal Description of Land

Property Address: [ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]]

ADDRESS: [ \_\_\_\_\_ ]

PERMANENT PARCEL NO. \_\_\_\_\_

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**FORM OF  
CONSENT**  
CONSENT

As of [\_\_\_\_\_, \_\_\_\_]

Bank of America, N.A., as Agent  
100 N. Tryon Street  
Mail Code: NC1-001-15-14  
Charlotte, NC 28255

Re: Loan Arrangement with Cedar Shopping Centers Partnership, L.P.

Ladies and Gentlemen:

This Consent (hereinafter, the "Consent") is being delivered to Bank of America, N. A., as agent under that certain Amended and Restated Loan Agreement dated as of November 10, 2009, (hereinafter, as amended, and as may be further amended from time to time, the "Loan Agreement") by and among Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership having an address c/o Cedar Shopping Centers, Inc., 44 South Bayles Avenue, Suite 304, Port Washington, New York 11050 (hereinafter, the "Borrower"), Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement (Bank of America, N.A. and the other lending institutions which are or become parties to the Loan Agreement are hereinafter, collectively, referred to as the "Lenders" and individually as the "Lender"), and Bank of America, N.A., as Agent (hereinafter, the "Agent"), pursuant to the terms and conditions of that certain Pledge and Security Agreement dated as of the date hereof (hereinafter, the "Pledge Agreement") by and between the Borrower and the Agent, on behalf of the Lenders, at the request of the Borrower, by the undersigned entity (hereinafter, the "Consenting Party"). *Terms not otherwise defined herein shall have the meanings ascribed to them in the Pledge Agreement.*

The Borrower and the Consenting Party acknowledge and agree that as a condition to extending the Loan to the Borrower, the Agent and the Lenders have required that this Consent be executed and delivered to the Agent, on behalf of the Lenders, and that the Lenders are relying on the provisions hereof in agreeing to make the Loan. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Consenting Party hereby acknowledges, covenants, and agrees as follows:

1. Consent to Pledge and Security Interest of Collateral

- a. The Consenting Party hereby consents to the pledge and security interest granted to the Agent, on behalf of the Lenders, of the Collateral pursuant to the terms and
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conditions of the Pledge Agreement, including, without limitation, all of the Borrower's right, title, and interest in and to the Pledged Interests.

b. The Consenting Party hereby consents to the pledge and security interest granted to the Agent, on behalf of the Lenders, of the Pledged Obligations pursuant to the terms and conditions of the Pledge Agreement, as follows:

All right, title and interest of the Borrower, whether now owned or hereafter acquired, in and to any and all obligations owed to the Borrower by the Borrower Subsidiary, whether now existing or hereafter incurred, and in and to all collateral granted to the Borrower or for the benefit of the Borrower as collateral security for such obligations.

c. The Consenting Party hereby acknowledges receipt of a complete copy of the fully executed Pledge Agreement and agrees to be bound thereby and to comply with the terms and conditions thereof, as such terms and conditions are now or may hereafter be applicable to the Consenting Party.

d. The existence of the foregoing pledges and security interests created pursuant to the Pledge Agreement have been registered as of the date hereof in the Agent's name in the books and records of the Consenting Party.

e. Effective upon notice from the Agent (or any successor or assign of the Agent) of the transfer, sale, or assignment of, foreclosure on, or other disposition or realization of the respective Pledged Interests by the Agent pursuant to the Pledge Agreement, the Agent and/or, as may be applicable, any nominee, successor or assign of the Agent and/or any purchaser or transferee of the Pledged Interests or any portion thereof, without further action of any kind by the Consenting Party or any other Person, shall become for all purposes a partner and/or member and/or shareholder, respectively, under the applicable formation documents (hereinafter, the "Formation Documents") of the Consenting Party, and shall be fully admitted and recognized by the Consenting Party and shall be entitled to all the benefits, rights, powers, and privileges of a partner and/or member and/or shareholder, respectively, under such Formation Documents, including, without limitation, (i) the right to receive in respect of the Pledged Interests all distributions and/or any other payments which such a partner and/or member and/or shareholder is or may be entitled to receive and (ii) the right to exercise any and all voting rights granted to such a partner, member or shareholder under the respective Formation Documents. In the event of any such transfer, sale, assignment or other disposition, the Agent and any such nominee, successor, assignee, purchaser or transferee shall not be liable for any liability of any nature whatsoever under the Formation Documents or with respect to such Pledged Interest arising prior to the date of the acquisition of such Pledged Interest, including, without limitation, any capital contribution with respect thereto. Further, upon subsequent assignment or transfer by the Agent and/or the Lenders of the Pledged Interests, the Agent and/or Lenders, respectively, shall be automatically released from any liability of any nature whatsoever with respect

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thereto arising from and after the date of such assignment or transfer by the Agent and/or the Lenders of the Pledged Interests.

f. The Consenting Party hereby irrevocably waives any and all limitations and restrictions contained in the respective Formation Documents on the right, power and ability of the Agent, or any transferee or purchaser from the Agent, respectively, to: (a) be granted a pledge and security interest respecting the Pledged Interests, (b) acquire any or all of the Pledged Interests (through purchase, foreclosure or otherwise), (c) foreclose upon or exercise any other remedies pursuant to the Pledge Agreement, any other Loan Document, at law or in equity, or otherwise, in respect of the Pledged Interests, or (d) sell or otherwise dispose of, any or all of the Pledged Interests. The Consenting Party hereby represents and warrants that all conditions precedent under applicable law and the respective Formation Documents to the pledge of the Pledged Interests have been satisfied or hereby have been waived.

## 2. Regarding Distributions.

a. The Consenting Party hereby acknowledges and agrees as follows:

i. At no time shall the Consenting Party:

(1) accept any direction or instruction from the Borrower and/or any other Person to make (nor shall the Consenting Party make) any distributions or payments on behalf of the Pledged Interests or the Pledged Obligations to any Person contrary to the provisions of the Loan Agreement, the Pledge Agreement, and the provisions herein; and/or

(2) set-off against or assert any claim or demand respecting, or otherwise reduce the amount of, distributions or payments on behalf of the Pledged Interests or the Pledged Obligations payable to the Borrower.

ii. Immediately upon receipt of written notice from the Agent, the Consenting Party shall thereafter make all distributions and all other payments directly or indirectly payable on account of the respective Pledged Interests or Pledged Obligations as specifically directed by the Agent in accordance with the terms of the Loan Agreement.

b. The Consenting Party hereby represents and warrants to the Agent and the Lenders that, to their knowledge, none of the Pledged Interests, Pledged Obligations or the distributions payable on account thereof, has been assigned, pledged, or otherwise transferred to any other Person except to the Agent, for the benefit of the Lenders, as set forth in the Pledge Agreement. The Consenting Party has not received notice of any pledge of the respective Pledged Interests, Pledged Obligations or any rights to distributions with respect thereto, other than the pledge to the Agent pursuant to the Pledge Agreement.

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3. Additional Consents. To the extent that the Agent hereafter reasonably determines to be necessary and appropriate, the Consenting Party hereby covenants and agrees to execute and deliver to the Agent, on behalf of the Lenders, such additional consents and waivers, in form and substance reasonably satisfactory to the Agent, as and when the Agent may request from time to time.

4. Agreements Irrevocable. Each of the foregoing agreements by the Consenting Party hereunder are and shall be irrevocable and may not be rescinded without the express prior written consent from Agent.

5. Notices and Instructions by Agent; Communication with Agent and Lenders. None of the representatives of the Consenting Party need inquire, directly or indirectly, with respect to any matter relative to any written notice or instruction from or provided by the Agent hereunder, including, without limitation, with respect to the underlying reason for the furnishing by Agent of said written notice or instruction, and the Consenting Party shall be entitled to rely conclusively on any and all such notices and instructions given by Agent. The Consenting Party, directly or indirectly through any representative or other agent, may communicate with the Agent and/or the Lenders and their representatives with respect to any and all matters directly or indirectly set forth herein and may rely fully on the provisions hereof.

6. Submission to Jurisdiction. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York located within the First Department of the New York State Unified Court System or any federal court located within the Southern District of the State of New York, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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This Consent, dated as of the date first above written is intended to take effect as a sealed instrument, and shall be construed, governed, and enforced pursuant to and in accordance with the laws of the State of New York. This Consent shall be binding upon the Consenting Party and its respective successors and assigns and shall inure to the benefit of the Agent, the Lenders, and their successors and assigns.

CONSENTING PARTY:

[SIGNATURE BLOCK OF CONSENTING PARTY]

Acknowledged and Agreed:

Cedar Shopping Centers Partnership, L.P.,  
a Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

Bank of America, N.A.,  
a national banking association,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LOAN AGREEMENT

Dated as of November 1, 2004

Between

CEDAR-FRANKLIN VILLAGE LLC,

as Borrower

and

EUROHYPO AG, NEW YORK BRANCH,

as Lender

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of November 1, 2004 (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Agreement**"), between EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation, having an address at 1114 Avenue of the Americas, Twenty-Ninth Floor, New York, New York 10036 (together with its permitted successors and assigns, "**Lender**"), and CEDAR-FRANKLIN VILLAGE LLC, a Delaware limited liability company, having an address at c/o Cedar Shopping Centers Partnership, L.P., 44 South Bayles Avenue, Suite 304, Port Washington, NY 11050 (together with its permitted successors and assigns "**borrower**").

All other capitalized terms used herein shall have the respective meanings set forth in Article I hereof.

### WITNESSETH:

WHEREAS, Borrower desires to obtain the Loan from Lender; and

WHEREAS, Lender is willing to make the Loan to Borrower, subject to and in accordance with the conditions and terms of this Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, represent and warrant as follows:

### **I. DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

#### **Section 1.1 Definitions.**

For all purposes of this Agreement, except as otherwise expressly provided:

"**Access Laws**" shall have the meaning set forth in Section 4.1.18.

"**Additional Collateral**" shall mean U.S. Obligations, that provide payments on a portion of the Loan in the principal amount of \$3,200,000 which are (i) paid on or prior to, but as close as possible to, the Business Day immediately preceding all Monthly Payment Dates and other scheduled payment dates, hereunder and (ii) in amounts equal to the scheduled payments of interest up to and including the Permitted Repayment Date (including, the payment of principal in the amount of \$3,200,000.00 on the Permitted Repayment Date), and all other payments, if any, required, under the Loan Documents for servicing fees, and other similar charges.

"**Accounts**" shall have the meaning set forth in Section 3.1.35(a).

"**Acquired Property Statements**" shall have the meaning set forth in Section 9.1(c)(i).

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“**Affiliate**” shall mean, as to any Person, any other Person that, directly or indirectly, owns more than forty percent (40%) of, is in control of, is controlled by or is under common ownership or control with such Person or is a director or officer of such Person or of an Affiliate of such Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Affiliated Manager**” shall mean any managing agent in which Borrower, Borrower Principal, any SPC Party (if any) or any Affiliate of such Persons has, directly or indirectly, any legal, beneficial or economic interest.

“**Agent**” shall mean PNC Bank, National Association and any successor Eligible Institution thereto.

“**Allocated Loan Amount**” shall mean with respect to the release of the Release Parcel pursuant to Section 2.5.2, \$4,785,000.

“**ALTA**” shall mean American Land Title Association, or any successor thereto.

“**Alteration Threshold**” shall mean an amount equal to five percent (5%) of the original principal amount of the Loan.

“**Annual Budget**” shall mean the operating and capital budget for the Property setting forth Borrower’s good faith estimate of Gross Income from Operations, Operating Expenses, and Capital Expenditures for the applicable Fiscal Year.

“**Approved Property Manager**” shall mean (i) Cedar Shopping Centers Partnership L.P. , a Delaware limited partnership, for so long as that entity is an Affiliate or sole member of Borrower and controlled by Cedar Shopping Centers, Inc., a Maryland corporation or (ii) a reputable and experienced management organization possessing experience in managing properties similar in size, scope and value to the Property, provided that with respect to an Approved Property Manager under clause (ii), (A) prior to a Securitization, Borrower shall have obtained the prior written consent of Lender for such entity, which consent shall not be unreasonably withheld and (B) after a Securitization, Borrower shall have obtained prior written confirmation from the Rating Agencies that management of the Property by such entity will not, in and of itself, cause a downgrade, withdrawal or qualification of the then current ratings of the Securities issued pursuant to the Securitization.

“**Assignment of Leases**” shall mean that certain first priority Assignment of Leases and Rents, dated as of the date hereof, from Borrower, as assignor, to Lender, as assignee, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“**Assignment of Management Agreement**” shall mean that certain Assignment of Management Agreement and Subordination of Management Fees dated the date hereof among Borrower, Manager and Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**“Award”** shall mean any compensation paid by any Governmental Authority in connection with a Condemnation in respect of all or any part of the Property.

**“Bankruptcy Code”** shall mean Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors’ rights.

**“Basic Carrying Costs”** shall mean the sum of the following costs associated with the Property for the relevant Fiscal Year or payment period: (i) Taxes and (ii) Insurance Premiums.

**“Borrower Principal”** shall mean Cedar Shopping Centers Partnership, L.P.

**“Business Day”** shall mean any day other than a Saturday, a Sunday or a legal holiday on which national banks are not open for general business in (i) the State of New York, (ii) the state where the corporate trust office of the Trustee is located, or (iii) the state where the servicing offices of the Servicer are located.

**“Capital Expenditures”** for any period shall mean amounts expended for replacements and alterations to the Property and required to be capitalized according to GAAP.

**“Capital Expenditure Funds”** shall have the meaning set forth in Section 6.4.1.

**“Capital Expenditures Work”** shall mean any labor performed or materials installed in connection with any Capital Expenditure.

**“Cash Management Agreement”** shall mean that certain Cash Management Agreement of even date herewith among Lender, Borrower, Manager and Agent.

**“Casualty”** shall mean the occurrence of any casualty, damage or injury, by fire or otherwise, to the Property or any part thereof.

**“Casualty Consultant”** shall have the meaning set forth in Section 5.3.2(c).

**“Casualty Retainage”** shall have the meaning set forth in Section 5.3.2(d).

**“Closing Date”** shall mean the date of funding the Loan.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

**“Condemnation”** shall mean a temporary or permanent taking by any Governmental Authority as the result or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain, of all or any part of the Property, or any interest therein or right accruing thereto, including any right of access thereto or any change of grade affecting the Property or any part thereof.

“**Control**” shall mean the power to direct the management and policies of a Restricted Party, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

“**Debt**” shall mean the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums (including the Yield Maintenance Premium) due to Lender in respect of the Loan under the Note, this Agreement, the Mortgage, the Environmental Indemnity or any other Loan Document.

“**Debt Service**” shall mean, with respect to any particular period of time, scheduled interest payments under the Note.

“**Debt Service Coverage Ratio**” shall mean a ratio for the applicable period in which:

- (i) the numerator is the Net Cash Flow for such period as set forth in the financial statements required in accordance with this Agreement; and
- (ii) the denominator is the Debt Service due for such period.

“**Default**” shall mean the occurrence of any event hereunder or under any other Loan Document which, but for the giving of notice or passage of time, or both, would be an Event of Default.

“**Default Rate**” shall mean, with respect to the Loan, a rate per annum equal to the lesser of (i) the maximum rate permitted by applicable law, or (ii) five percent (5%) above the Interest Rate.

“**Defeasance Collateral**” shall mean the Total Defeasance Collateral or the Partial Defeasance Collateral, as the case may be.

“**Defeasance Collateral Account**” shall have the meaning set forth in Section 2.5.3.

“**Defeasance Date**” shall mean the Total Defeasance Date or the Partial Defeasance Date, as the case may be.

“**Defeasance Event**” shall mean a Total Defeasance Event or a Partial Defeasance Event, as the case may be.

“**Defeased Note**” shall have the meaning set forth in Section 2.5.2(a)(iv) hereof.

“**Disclosure Document**” shall have the meaning set forth in Section 9.2(a).

“**Disclosure Document Date**” shall have the meaning set forth in Section 9.1(c)(iv).

**“Eligible Account”** shall mean a separate and identifiable account from all other funds held by the holding institution that is either (i) an account or accounts maintained with a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution or (ii) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company acting in its fiduciary capacity which, in the case of a state chartered depository institution or trust company is subject to regulations substantially similar to 12 C.F.R. § 9.10(b), having in either case a combined capital and surplus of at least \$50,000,000.00 and subject to supervision or examination by federal and state authority. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.

**“Eligible Institution”** shall mean a depository institution or trust company insured by the Federal Deposit Insurance Corporation the short term unsecured debt obligations or commercial paper of which are rated at least A-1 by S&P and having at least the equivalent rating from one of the two other Rating Agencies in the case of accounts in which funds are held for thirty (30) days or less or, in the case of Letters of Credit or accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least “AA” by Fitch and S&P and “Aa2” by Moody’s.

**“Environmental Indemnity”** shall mean that certain Environmental Indemnity Agreement, dated as of the date hereof, executed by Borrower and Guarantor in connection with the Loan for the benefit of Lender.

**“Equipment”** shall have the meaning set forth in the granting clause of the Mortgage.

**“ERISA”** shall have the meaning set forth in [Section 4.2.7](#).

**“Event of Default”** shall have the meaning set forth in [Section 10.1](#).

**“Exchange Act”** shall have the meaning set forth in [Section 9.2\(a\)](#).

**“Exchange Act Filing”** shall have the meaning set forth in [Section 9.1\(c\)\(vii\)](#).

**“Executive Order”** shall have the meaning set forth in the definition of “Prohibited Person”.

**“Exxon Remediation”** shall mean those certain remediation efforts at the Property made or to be made by Exxon Mobil in connection with a petroleum release from an underground storage tank located on the Property, which remediation efforts include that certain Phase III Remedial Action Plan and that certain Phase VI Remedy Implementation Plan developed by Groundwater & Environmental Services, Inc. in accordance with Environmental Law as enforced by the New Jersey Department of Environmental Protection.

**“Fiscal Year”** shall mean each twelve month period commencing on January 1 and ending on December 31 during each year of the term of the Loan.

**“Fitch”** shall mean Fitch, Inc. and its successors.

**“GAAP”** shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

**“Governmental Authority”** shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

**“Gross Income from Operations”** shall mean, for any period, all income, computed in accordance with GAAP, derived from the ownership and operation of the Property from whatever source during such period, including, but not limited to, Rents, utility charges, escalations, forfeited security deposits, interest on credit accounts, service fees or charges, license fees, parking fees, rent concessions or credits, and other pass-through or reimbursements paid by tenants under the Leases of any nature but excluding Rents from month-to-month tenants or tenants that are debtors in any proceeding under the Bankruptcy Code, sales, use and occupancy or other taxes on receipts required to be accounted for by Borrower to any Governmental Authority, refunds and uncollectible accounts, sales of furniture, fixtures and equipment, Net Proceeds (other than business interruption or other loss of income insurance), and any disbursements to Borrower from the Tax Funds, Insurance Funds, the Capital Expenditure Funds, the Rollover Funds, or any other escrow fund established by the Loan Documents.

**“Guaranties”** shall have the meaning set forth in Section 8.3 hereof.

**“Guarantor”** shall mean Cedar Shopping Centers Partnership, L.P.

**“Guaranty”** shall mean that certain Guaranty of even date herewith from Guarantor for the benefit of Lender.

**“Improvements”** shall have the meaning set forth in the granting clause of the Mortgage.

**“Indebtedness”** shall mean, for any Person, without duplication: (i) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its assets is liable, (ii) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable if such amounts were advanced thereunder, (iii) all amounts required to be paid by such Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (iv) all indebtedness guaranteed by such Person, directly or indirectly, (v) all obligations under leases that constitute capital leases for which such Person is liable, and (vi) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

**“I&G Funds”** shall mean the constituent entities (and their wholly owned subsidiaries) from time to time of the fund marketed as the “J.P. Morgan U.S. Real Estate Income and Growth Fund,” of which JPMorgan Investment Management Inc. (or JPMorgan Chase Bank, or any of their affiliates) and/or their successors and assigns is the investment advisor and, as of the date hereof includes, without limitation, JPM I&G Domestic REIT, Inc., J.P. Morgan U.S. Real Estate Income and Growth Direct, LP, J.P. Morgan U.S. Real Estate Income and Growth Corp. (Cayman), J.P. Morgan U.S. Real Estate Income and Growth Finance Corp (Cayman), J.P. Morgan U.S. Real Estate Income and Growth Investment Corp (Cayman), J.P. Morgan U.S. Real Estate Income and Growth GmbH & Co. KG, and J.P. Morgan U.S. Real Estate and Growth Domestic, LP.

**“Indemnified Liabilities”** shall have the meaning set forth in [Section 11.13\(b\)](#).

**“Independent Director”** shall have the meaning set forth in [Section 3.1.24\(p\)](#).

**“Interest Rate”** shall mean a rate per annum equal to four and eighty-one hundredths percent (4.81%).

**“Insolvency Opinion”** shall mean that certain bankruptcy non-consolidation opinion letter, dated the date hereof, rendered by Lavenfeld Pearlstein, LLC in connection with the Loan.

**“Insurance Funds”** shall have the meaning set forth in [Section 6.3.1](#).

**“Insurance Premiums”** shall have the meaning set forth in [Section 5.1.1\(b\)](#).

**“Lease”** shall mean any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into in connection with such lease, sublease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

**“Legal Requirements”** shall mean all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting Borrower or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting the Property or any part thereof, including, without limitation, any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

**“Lender Group”** shall have the meaning set forth in [Section 9.2\(b\)](#).



**“Lender Indemnitees”** shall have the meaning set forth in Section 11.13(b).

**“Liabilities”** shall have the meaning set forth in Section 9.2(b).

**“Lien”** shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance or charge, on or affecting the Property or any portion thereof or Borrower, or any interest therein, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic’s, materialmen’s and other similar liens and encumbrances.

**“Loan”** shall mean the loan in the original principal amount of Forty-Three Million Five Hundred Thousand and No/100 Dollars (\$43,500,000.00) made by Lender to Borrower pursuant to this Agreement evidenced by the Note and secured by the Mortgage, together with all sums due or to become due thereunder.

**“Loan Documents”** shall mean, collectively, this Agreement, the Note, the Mortgage, the Assignment of Leases, the Cash Management Agreement, the Environmental Indemnity, the Guaranty, the Supplemental Guaranty, the Assignment of Management Agreement as well as all other documents now or hereafter executed and/or delivered in connection with the Loan.

**“Loan to Value Ratio”** shall mean the ratio, as of a particular date, in which the numerator is equal to the outstanding principal balance of the Debt and the denominator is equal to the appraised value of the Property based on a FIRREA-conforming appraisal in form and substance satisfactory to Lender, as determined by Lender in its sole and absolute discretion.

**“Major Lease”** shall mean any Lease covering 10,000 square feet or more at the Property, provided that the calculations set forth in this definition of Major Lease shall be made based on the aggregate square footage leased, by any single Tenant and/or Affiliate of such Tenant, whether pursuant to a single Lease or otherwise.

**“Management Agreement”** shall mean that certain management agreement entered into by and between Borrower and the Manager, pursuant to which the Manager is to provide management and other services with respect to the Property.

**“Manager”** shall mean Calarese Properties, Inc., a Massachusetts corporation, or any other manager approved in accordance with the terms and conditions of the Loan Documents.

**“Material Adverse Effect”** shall mean any material adverse effect upon (i) the business operations, economic performance, assets, financial condition, equity, contingent liabilities, prospects, material agreements or results of operations of Borrower, Guarantor or the Property, (ii) the ability of Borrower or Guarantor to perform, in all material respects, its obligations under each of the Loan Documents, (iii) the enforceability or validity of any Loan Document, the perfection or priority of any Lien created under any Loan Document or the remedies of the Lender under any Loan Document or (iv) the value of, or cash flow from the Property or the operations thereof.

**“Material Agreements”** shall mean each contract and agreement relating to the ownership, management, development, use, operation, leasing, maintenance, repair or improvement of the Property, other than the Management Agreement and the Leases or other contract and/or agreement that is material to the use and operation of the Property or to Borrower.

**“Maturity Date”** shall mean November 1, 2011 or such other date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.

**“Maximum Legal Rate”** shall mean the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by the Note and as provided for herein or the other Loan Documents, under the laws of such state or states whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the Loan.

**“Minimum Disbursement Amount”** shall mean Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

**“Monthly Debt Service Payment Amount”** shall mean an amount equal to the interest on the outstanding principal balance of the Loan that accrues at the Interest Rate during each calendar month during the term of the Loan, calculated in the manner set forth herein.

**“Monthly Payment Date”** shall mean the first (1st) day of every calendar month occurring during the term of the Loan, provided, however, that Lender shall have the right at any time prior to Securitization of the Loan to change the Monthly Payment Date to any other day (or such other day of a calendar month selected by Lender, in its sole and absolute discretion, to collect debt service payments under loans which it makes and securitizes) upon notice to Borrower (in which event such change shall then be deemed effective) and, if requested by Lender, Borrower shall promptly execute an amendment to this Agreement to evidence such change, at no cost to Borrower (except that Borrower shall pay its own legal fees).

**“Moody’s”** shall mean Moody’s Investors Service, Inc.

**“Mortgage”** shall mean that certain first priority Mortgage and Security Agreement, dated the date hereof, executed and delivered by Borrower as security for the Loan and encumbering the Property, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**“Net Cash Flow”** shall mean, for any period, the amount obtained by subtracting Operating Expenses for such period from Gross Income from Operations for such period.

**“Net Proceeds”** shall mean: (i) the net amount of all insurance proceeds payable as a result of a Casualty to the Property, after deduction of reasonable costs and expenses (including, but not limited to, reasonable attorneys’ fees), if any, in collecting such insurance proceeds, or (ii) the net amount of the Award, after deduction of reasonable costs and expenses (including, but not limited to, reasonable attorneys’ fees), if any, in collecting such Award.

**“Net Proceeds Deficiency”** shall have the meaning set forth in Section 5.3.2(f).

**“Note”** shall have the meaning set forth in Section 2.1.3.

**“Notice”** shall have the meaning set forth in Section 11.6.

**“Officer’s Certificate”** shall mean a certificate delivered to Lender by Borrower which is signed by an authorized senior officer of Borrower.

**“Operating Agreements”** shall mean any material covenants, restrictions or agreements of record relating to the construction, operation or use of the Property.

**“Operating Expenses”** shall mean, for any period, the total of all expenditures, computed on a cash accounting basis, of whatever kind during such period relating to the operation, maintenance and management of the Property that are incurred on a regular monthly or other periodic basis, including without limitation, utilities, ordinary repairs and maintenance (which ordinary repairs and maintenance for the purposes of this definition shall be no less than an assumed expense of \$54,062.50 per month), insurance, license fees, property taxes and assessments, advertising expenses, management fees, payroll and related taxes, computer processing charges, tenant improvements, leasing commissions and normalized capital expenditures (which tenant improvements, leasing commissions and normalized capital expenditures for the purposes of this definition shall be no less than an assumed expense of \$413,579.00 per month), operational equipment or other lease payments as approved by Lender, and other similar costs, but excluding from such calculation depreciation, Debt Service and interest costs.

**“Other Charges”** shall mean all ground rents, maintenance charges, impositions other than Taxes, and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property, now or hereafter levied or assessed or imposed against the Property or any part thereof.

**“Partial Defeasance Collateral”** shall mean U.S. Obligations, which provide payments (i) on or prior to, but as close as possible to, the Business Day immediately preceding all Monthly Payment Dates and other scheduled payment dates, if any, under the Defeased Note after the Partial Defeasance Date and up to and including the Permitted Prepayment Date, and (ii) in amounts equal to or greater than the Scheduled Partial Defeasance Payments relating to such Monthly Payment Dates and other scheduled payment dates.

**“Partial Defeasance Date”** shall have the meaning set forth in Section 2.5.2(a)(i).

**“Partial Defeasance Event”** shall have the meaning set forth in Section 2.5.2(a).

**“Patriot Act”** shall mean collectively all laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56).

**“Permitted Encumbrances”** shall mean, collectively, (i) the Liens and security interests created by the Loan Documents, (ii) all Liens, encumbrances and other matters expressly set forth on Schedule A or Schedule B of the Title Insurance Policy, (iii) Liens, if any, for Taxes imposed by any Governmental Authority not yet due or delinquent, (iv) such other title and survey exceptions as Lender has approved or may approve in writing in Lender’s sole discretion, and (v) easements granted by Borrower from and after the date hereof in the ordinary course of business and approved by Lender, which approval shall not be unreasonably withheld.

**“Permitted Investments”** shall have the meaning set forth in the Cash Management Agreement.

**“Permitted Prepayment Date”** shall have the meaning set forth in Section 2.4.1.

**“Permitted Transferee”** shall mean a corporation, partnership or limited liability company (i) acceptable to Lender in its sole discretion, (ii) that qualifies as a single purpose, bankruptcy remote entity under criteria established by the Rating Agencies and (iii) whose counsel has delivered to Lender a non-consolidation opinion reasonably acceptable to Lender and the Rating Agencies.

**“Person”** shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, 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.

**“Policy”** shall have the meaning set forth in Section 5.1.1(b).

**“Prepayment Date”** shall mean the date on which the Loan is prepaid in accordance with the terms hereof.

**“Prohibited Person”** shall mean any Person:

(i) listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the **“Executive Order”**);

(ii) that is owned or controlled by, or acting for or on behalf of, any Person or entity that is listed in the Annex to, or is otherwise subject to the provisions of the Executive Order;

(iii) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order;

(iv) who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;

(v) that is named 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

(vi) who is an Affiliate of a Person listed above.

“**Prohibited Transfer**” shall have the meaning specified in Section 8.1(a).

“**Property**” shall mean the parcel of real property, the Improvements thereon and all personal property owned by Borrower and encumbered by the Mortgage, together with all rights pertaining to such property and Improvements, all as more particularly described in the granting clauses of the Mortgage.

“**Qualified Transferee**” shall mean any one of the following Persons or wholly owned subsidiaries of such Person:

(i) a pension fund, pension trust or pension account that (a) has total real estate assets of at least One Billion Dollars and (b) is managed by a Person who controls at least One Billion Dollars of real estate equity assets; or

(ii) a pension fund advisor who (a) immediately prior to such transfer, controls at least One Billion Dollars of real estate equity assets and (b) is acting on behalf of one or more pension funds that, in the aggregate, satisfy the requirements of clause (i) of this definition; or

(iii) an insurance company which is subject to supervision by the insurance commissioner, or a similar official or agency, of a state or territory of the United States (including the District of Columbia) (a) with a net worth, as of a date no more than six (6) months prior to the date of the transfer of at least Five Hundred Million Dollars and (b) who, immediately prior to such transfer, controls real estate equity assets of at least One Billion Dollars; or

(iv) a corporation organized under the banking laws of the United States or any state or territory of the United States (including the District of Columbia) (a) with a combined capital and surplus of at least Five Hundred Million Dollars and (b) who, immediately prior to such transfer, controls real estate equity assets of at least One Billion Dollars; or

(v) any Person (a) with a long-term unsecured debt rating from the Rating Agencies of at least investment grade or (b) who (i) directly or indirectly owns or operates at least twelve (12) regional shopping centers totaling at least six million square feet of gross leasable area, (ii) has a net worth, as of a date no more than six (6) months prior to the date of such transfer, of at least Five Hundred Million Dollars and (iii) immediately prior to such transfer, controls real estate equity assets of at least One Billion Dollars.

**“Rating Agencies”** shall mean, prior to the final Securitization of the Loan, each of S&P, Moody’s and Fitch, or any other nationally-recognized statistical rating agency which has been designated by Lender and, after the final Securitization of the Loan, shall mean any of the foregoing that have rated any of the Securities.

**“Rating Agency Confirmation”** shall mean a written affirmation from each of the Rating Agencies that the credit rating of the Securities by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency’s sole and absolute discretion.

**“Registration Statement”** shall have the meaning set forth in Section 9.2(b).

**“Release Date”** shall mean the earlier to occur of (i) the fourth (4th) anniversary of the Closing Date and (ii) the date that is two (2) years from the “startup day” (within the meaning of Section 860G(a)(9) of the Code) of the REMIC Trust established in connection with the last Securitization involving any portion of this Loan.

**“Release Parcel”** shall mean that certain portion of the Property comprising approximately 50,000 square feet of office space more particularly shown on Schedule VI attached hereto.

**“REMIC Trust”** shall mean a “real estate mortgage investment conduit” within the meaning of Section 860D of the Code that holds the Note or any portion thereof.

**“Rents”** shall mean all rents (including, without limitation, percentage rents), rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, and proceeds, if any, from business interruption or other loss of income insurance.

**“Required Repair Funds”** shall have the meaning set forth in Section 6.1.1.

**“Required Repairs”** shall have the meaning set forth in Section 6.1.1.

**“Reserve Funds”** shall mean, collectively, the Capital Expenditure Funds, the Insurance Funds, the Tax Funds, the Required Repair Funds and the Rollover Funds.

**“Restoration”** shall have the meaning set forth in Section 5.2.1.

**“Restoration Threshold”** shall mean Eight Hundred Seventy Thousand and No/00 Dollars (\$870,000.00).

**“Restricted Party”** shall mean Borrower, Borrower Principal, and any SPC Party.

**“Rollover Funds”** shall have the meaning set forth in [Section 6.5.1](#).

**“S&P”** shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

**“Sale or Pledge”** shall mean a voluntary or involuntary sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest, except with respect to Permitted Encumbrances.

**“Scheduled Defeasance Payments”** shall mean Scheduled Partial Defeasance Payments or Scheduled Total Defeasance Payments, as the case may be.

**“Scheduled Partial Defeasance Payments”** shall mean scheduled payments of interest and principal under the Defeased Note for all Monthly Payment Dates occurring after the Partial Defeasance Date and up to and including the Permitted Prepayment Date (including, the outstanding principal balance on the Defeased Note as of the Permitted Prepayment Date), and all payments required after the Partial Defeasance Date, if any, under the Loan Documents for servicing fees, and other similar charges.

**“Scheduled Total Defeasance Payments”** shall mean scheduled payments of interest and principal under the Note in the amount of the Monthly Debt Service Payment Amount for all Monthly Payment Dates occurring after the Total Defeasance Date and up to and including the Permitted Prepayment Date (including, the outstanding principal balance on the Note as of the Permitted Prepayment Date), and all payments required after the Total Defeasance Date, if any, under the Loan Documents for servicing fees and other similar charges.

**“Secondary Market Transaction”** shall have the meaning set forth in [Section 9.1\(a\)](#).

**“Securities”** shall have the meaning set forth in [Section 9.1\(a\)](#).

**“Securities Act”** shall have the meaning set forth in [Section 9.2\(a\)](#).

**“Securitization”** shall have the meaning set forth in [Section 9.1\(a\)](#).

**“Security Agreement”** shall mean a security agreement in form and substance that would be satisfactory to a prudent lender pursuant to which Borrower grants Lender a perfected, first priority security interest in the Defeasance Collateral Account and the Defeasance Collateral.

**“Servicer”** shall have the meaning set forth in [Section 11.24\(a\)](#).

**“Servicing Agreement”** shall have the meaning set forth in [Section 11.24\(a\)](#).

**“Severed Loan Documents”** shall have the meaning set forth in Section 10.2(c).

**“SPC Party”** shall have the meaning set forth in Section 3.1.24(o).

**“Standard Statements”** shall have the meaning set forth in Section 9.1(c)(i).

**“State”** shall mean the State or Commonwealth in which the Property or any part thereof is located.

**“Stop and Shop”** shall mean Stop & Shop Supermarket Company, Inc., as tenant under the Stop and Shop Lease.

**“Stop and Shop Lease”** shall mean that certain lease dated July 1, 1986 between Stop and Shop, as tenant and Roger V. Calarese and Americo Calarese as Trustees for Franklin Village Trust, as landlord (as modified and amended, including without limitation the Stop and Shop Third Lease Amendment).

**“Stop and Shop Third Lease Amendment”** shall mean that certain Third Amendment to the Stop and Shop Lease, dated April 2, 2004.

**“Substitute Guarantor”** shall have the meaning set forth in Section 8.3 hereof.

**“Successor Borrower”** shall have the meaning set forth in Section 2.5.3.

**“Supplemental Guaranty”** shall mean that certain Supplemental Guaranty of even date herewith from Guarantor for the benefit of Lender.

**“Survey”** shall mean a current land survey for the Property, certified to the title company and Lender and its successors and assigns, in form and content reasonably satisfactory to Lender and prepared by a professional and properly licensed land surveyor reasonably satisfactory to Lender in accordance with the 1999 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys (i) meeting the classification of an “Urban Survey” and the following additional items from the list of “Optional Survey Responsibilities and Specifications” (Table A) should be added to each survey: 2, 3, 4, 6, 8, 9, 10, 11 and 13, (ii) reflecting a metes and bounds description of the real property comprising part of the Property in conformity with the Title Insurance Policy, and (iii) together with the surveyor’s seal affixed to the Survey and a certification from the surveyor in form and substance reasonably acceptable to Lender.

**“Tax Funds”** shall have the meaning set forth in Section 6.2.1.

**“Taxes”** shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon.

**“Tenant”** shall mean any Person obligated by contract or otherwise to pay monies (including a percentage of gross income, revenue or profits) under any Lease now or hereafter affecting all or any part of the Property.



**“Terrorism Cap”** shall have the meaning set forth in Section 5.1.1(a)(x) hereof.

**“Title Insurance Policy”** shall mean an ALTA mortgagee Title Insurance policy in the form reasonably acceptable to Lender issued with respect to the Property and insuring the lien of the Mortgage together with such endorsements and affirmative coverages as Lender may reasonably require.

**“Total Defeasance Collateral”** shall mean U.S. Obligations, which provide payments (i) on or prior to, but as close as possible to, the Business Day immediately preceding all Monthly Payment Dates and other scheduled payment dates, if any, under the Note after the Total Defeasance Date and up to and including the Permitted Prepayment Date, and (ii) in amounts equal to or greater than the Scheduled Total Defeasance Payments relating to such Monthly Payment Dates and other scheduled payment dates.

**“Total Defeasance Date”** shall have the meaning set forth in Section 2.5.1(a)(i).

**“Total Defeasance Event”** shall have the meaning set forth in Section 2.5.1(a).

**“Transferee”** shall have the meaning set forth in Section 8.1(c)(ii).

**“Trustee”** shall mean any trustee holding the Loan in a Securitization.

**“UCC”** or **“Uniform Commercial Code”** shall mean the Uniform Commercial Code as in effect in the State.

**“Undefeased Note”** shall have the meaning set forth in Section 2.5.2(a)(iv) hereof.

**“Underwriter Group”** shall have the meaning set forth in Section 9.2(b).

**“Updated Information”** shall have the meaning set forth in Section 9.1(b)(i).

**“U.S. Obligations”** shall mean direct full faith and credit obligations of the United States of America that are not subject to prepayment, call or early redemption.

**“Yield Maintenance Premium”** shall mean the amount, if any, which, when added to the remaining principal amount of the Note, will be sufficient to purchase U.S. Obligations providing the required Scheduled Defeasance Payments and any other costs and expenses that would be incurred in defeasing the Loan pursuant to Section 2.5 hereof.

### **Section 1.2 Principles of Construction.**

All references to sections and schedules are to sections and schedules in or to this Agreement unless otherwise specified. Unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined.

## II. THE LOAN

### Section 2.1 The Loan.

**2.1.1 Agreement to Lend and Borrow.** Subject to and upon the terms and conditions set forth herein, Lender shall make the Loan to Borrower and Borrower shall accept the Loan from Lender on the Closing Date.

**2.1.2 Single Disbursement to Borrower.** Borrower shall receive only one (1) borrowing hereunder in respect of the Loan and any amount borrowed and repaid hereunder in respect of the Loan may not be reborrowed.

**2.1.3 The Note.** The Loan shall be evidenced by that certain Promissory Note of even date herewith, in the stated principal amount of Forty-Three Million Five Hundred Thousand and No/100 Dollars (\$43,500,000.00) executed by Borrower and payable to the order of Lender in evidence of the Loan (as the same may hereafter be amended, supplemented, restated, increased, extended or consolidated from time to time, the "**NOTE**") and shall be repaid in accordance with the terms of this Agreement and the Note.

**2.1.4 Use of Proceeds.** Borrower shall use proceeds of the Loan to (a) to acquire the Property, (b) deposit the Reserve Funds, (c) pay costs and expenses incurred in connection with the closing of the Loan, as approved by Lender, (d) fund any working capital requirements of the Property, as approved by Lender and (e) distribute the balance of the proceeds, if any to Borrower.

### Section 2.2 Interest Rate

**2.2.1 Interest Rate.** Interest on the outstanding principal balance of the Loan shall accrue from the Closing Date up to and including the Maturity Date at the Interest Rate.

#### 2.2.2 Intentionally Omitted

**2.2.3 Default Rate.** In the event that, and for so long as, any Event of Default shall have occurred and be continuing, the outstanding principal balance of the Loan and, to the extent permitted by law, overdue interest in respect of the Loan, shall accrue interest at the Default Rate, calculated from the date such payment was due without regard to any grace or cure periods contained herein.

**2.2.4 Interest Calculation.** Interest on the outstanding principal balance of the Loan shall be calculated by multiplying (a) the actual number of days elapsed in the period for which the calculation is being made by (b) a daily rate based on a three hundred sixty (360) day year (that is, the Interest Rate or the Default Rate, as then applicable, expressed as an annual rate divided by 360) by (c) the outstanding principal balance.

**2.2.5 Usury Savings.** This Agreement and the other Loan Documents are subject to the express condition that at no time shall Borrower be required to pay interest on the principal balance of the Loan at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate. If by the terms of this

Agreement or the other Loan Documents, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of the Maximum Legal Rate, the Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to the Maximum Legal Rate and all previous payments in excess of the Maximum Legal Rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the sums due under the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the Maximum Legal Rate from time to time in effect and applicable to the Loan for so long as the Loan is outstanding.

### **Section 2.3 Loan Payments**

**2.3.1 Payment Before Maturity Date.** Borrower shall make a payment to Lender of interest only on the Closing Date for the period from the Closing Date through the last day of the month in which the Closing Date occurs (unless the Closing Date is the first (1st) day of a calendar month, in which case no such separate payment of interest shall be due). Borrower shall make a payment to Lender of interest only in the amount of the Monthly Debt Service Payment Amount on the Monthly Payment Date occurring in December, 2004 and on each Monthly Payment Date thereafter to and including the Maturity Date.

### **2.3.2 Intentionally Omitted.**

**2.3.3 Payment on Maturity Date.** Borrower shall pay to Lender on the Maturity Date the outstanding principal balance of the Loan, all accrued and unpaid interest and all other amounts due hereunder and under the Note, the Mortgage and the other Loan Documents.

**2.3.4 Late Payment Charge.** If any principal, interest or any other sum due under the Loan Documents, other than the payment of principal due on the Maturity Date, is not paid by Borrower on or prior to the fifth (5th) day following the date on which it is due, Borrower shall pay to Lender upon demand an amount equal to the lesser of (a) five percent (5%) of such unpaid sum or (b) the maximum amount permitted by applicable law in order to defray the expense incurred by Lender in handling and processing such delinquent payment and to compensate Lender for the loss of the use of such delinquent payment. Any such amount shall be secured by the Mortgage and the other Loan Documents.

### **2.3.5 Method and Place of Payment**

(a) Except as otherwise provided herein, all payments and prepayments under this Agreement and the Note shall be made to Lender not later than 1:00 P.M., New York City time, on the date when due and shall be made in lawful money of the United States of America in immediately available funds at Lender's office at 1114 Avenue of the Americas, 29th Floor, New York, New York 10036, or at such other place as Lender may from time to time designate in writing, and any funds received by Lender after such time shall, for all purposes hereof, be deemed to have been paid on the next succeeding Business Day.

(b) Whenever any payment to be made hereunder or under any other Loan Document shall be stated to be due on a day which is not a Business Day, the due date thereof shall be the immediately preceding Business Day, and such early payment shall in such case not be included in the computation of interest.

(c) All payments required to be made by Borrower hereunder or under the Note or the other Loan Documents shall be made irrespective of, and without deduction for, any setoff, claim or counterclaim and shall be made irrespective of any defense thereto.

#### **Section 2.4 Prepayments.**

**2.4.1 Voluntary Prepayments.** Except as otherwise provided herein, Borrower shall not have the right to prepay the Loan in whole or in part. On and after May 1, 2011 (“**Permitted Prepayment Date**”), Borrower may, at its option and upon thirty (30) days prior notice to Lender, prepay the Debt in whole, but not in part, on any date without payment of the Yield Maintenance Premium or any other prepayment premium, but with payment of accrued and unpaid interest and all other sums owing under the Note, this Agreement and the other Loan Documents. Any prepayment received by Lender on a date other than a Monthly Payment Date shall include interest which would have accrued thereon to the next Monthly Payment Date.

**2.4.2 Mandatory Prepayments.** On each date on which Lender actually receives a distribution of Net Proceeds, and if Lender does not make such Net Proceeds available to Borrower for a Restoration, Borrower shall, at Lender’s option, prepay the outstanding principal balance of the Note in an amount equal to one hundred percent (100%) of such Net Proceeds together with interest that would have accrued on such amounts through the next Monthly Payment Date. No Yield Maintenance Premium or any other prepayment premium shall be due in connection with any prepayment made pursuant to this Section 2.4.2. Any partial prepayment shall be applied to the payment due at maturity.

**2.4.3 Prepayments After Default.** If after an Event of Default, but prior to the date when prepayment is permitted under Section 2.4.1, payment of all or any part of the principal of the Loan is tendered by Borrower (which tender Lender may reject to the extent permitted under applicable Legal Requirements), a purchaser at foreclosure or any other Person, such tender shall be deemed an attempt to circumvent the prohibition against prepayment set forth in Section 2.4.1 and Borrower, such purchaser at foreclosure or other Person shall pay a sum equal to the greater of (i) the Yield Maintenance Premium, and (ii) one percent (1.0%) of the outstanding principal balance of the Loan, in addition to the outstanding principal balance, all accrued and unpaid interest and other amounts payable under the Loan Documents.

#### **Section 2.5 Defeasance.**

##### **2.5.1 Total Defeasance.**

(a) Provided no Event of Default shall have occurred and remain uncured, Borrower shall have the right at any time after the Release Date to voluntarily defease the entire Loan and obtain a release of the lien of the Mortgage by providing Lender with the Total Defeasance Collateral (hereinafter, a “**Total Defeasance Event**”), subject to the satisfaction of the following conditions precedent:

(i) Borrower shall provide Lender not less than thirty (30) days notice (or such shorter period of time if permitted by Lender in its sole discretion) specifying a date (the "**Total Defeasance Date**") on which the Total Defeasance Event is to occur;

(ii) Borrower shall pay to Lender (A) all payments of interest due on the Loan to and including the Total Defeasance Date (including, without limitation, short-term interest, if any) and (B) all other sums, then due under the Note, this Agreement, the Mortgage and the other Loan Documents;

(iii) Borrower shall deposit the Total Defeasance Collateral into the Defeasance Collateral Account and otherwise comply with the provisions of Sections 2.5.3 and 2.5.4 hereof;

(iv) Borrower shall execute and deliver to Lender a Security Agreement in respect of the Defeasance Collateral Account and the Total Defeasance Collateral;

(v) Borrower shall deliver to Lender an opinion of counsel for Borrower that is standard and commercially reasonable in commercial lending transactions and subject only to customary qualifications, assumptions and exceptions opining, among other things, that (A) Lender has a legal and valid perfected first priority security interest in the Defeasance Collateral Account and the Total Defeasance Collateral, (B) if a Securitization has occurred, the REMIC Trust formed pursuant to such Securitization will not fail to maintain its status as a "real estate mortgage investment conduit" within the meaning of Section 860D of the Code as a result of a Total Defeasance Event pursuant to this Section 2.5, (C) that Borrower has legally and validly transferred and assigned the Total Defeasance Collateral to the Successor Borrower and (D) a non-consolidation opinion with respect to the Successor Borrower;

(vi) Borrower shall deliver to Lender a Rating Agency Confirmation as to the Total Defeasance Event;

(vii) Borrower shall deliver an Officer's Certificate certifying that the requirements set forth in this Section 2.5 have been satisfied;

(viii) Borrower shall deliver a certificate of a "big four" or other nationally recognized public accounting firm reasonably acceptable to Lender certifying that the Total Defeasance Collateral will generate monthly amounts equal to or greater than the Scheduled Total Defeasance Payments;

(ix) Borrower shall deliver such other certificates, opinions, documents and instruments as Lender may reasonably request; and

(x) Borrower shall pay all costs and expenses of Lender actually incurred in connection with the Total Defeasance Event, including Lender's reasonable attorneys' fees and expenses and Rating Agency fees and expenses. Simultaneously with the notice described in subparagraph (a)(i) above, Borrower shall deliver to Lender an amount reasonably determined by Lender to be sufficient to pay such costs and expenses, which amount may be applied by Lender toward payment of such costs and expenses if a

proposed Total Defeasance Event does not occur, provided that if such amount is insufficient to pay such costs and expenses, Borrower shall remain obligated to pay any deficiency.

(b) If Borrower has elected to defease the Note and the requirements of this Section 2.5.1 have been satisfied, the Property shall be released from the lien of the Mortgage and the Total Defeasance Collateral pledged pursuant to the Security Agreement shall be the sole collateral securing the Note. In connection with the release of the Lien, Borrower shall submit to Lender, not less than thirty (30) days prior to the Total Defeasance Date (or such shorter time as is acceptable to Lender in its sole discretion), a release of Lien (and related Loan Documents) for execution by Lender. Such release shall be in a form appropriate in the jurisdiction in which the Property is located and shall contain standard provisions protecting the rights of the releasing lender. In addition, Borrower shall provide all other documentation Lender reasonably requires to be delivered by Borrower in connection with such release, together with an Officer's Certificate reasonably acceptable to Lender certifying that such documentation (i) is in material compliance with all Legal Requirements, and (ii) will effect such release in accordance with the terms of this Agreement. Borrower shall pay all reasonable costs, taxes and expenses associated with the release of the lien of the Mortgage, including Lender's reasonable attorneys' fees. Except as set forth in this Section 2.5.1, no repayment, prepayment or defeasance of all or any portion of the Note shall cause, give rise to a right to require, or otherwise result in, the release of the lien of the Mortgage on the Property. The foregoing release shall be effective upon the Total Defeasance Date but Lender agrees to provide written evidence of such release to Borrower promptly following Borrower's request therefor.

**2.5.2 Partial Defeasance.** (a) Provided no Event of Default shall have occurred and remain uncured beyond the expiration of any applicable cure period, Borrower shall have the right at any time after the Release Date to obtain a partial release of the Lien of the Mortgage encumbering the Release Parcel (hereinafter, a "**Partial Defeasance Event**") upon satisfaction of the following conditions:

(i) Borrower shall provide Lender thirty (30) days prior written notice (or such shorter period of time if permitted by Lender in its sole discretion) specifying a Monthly Payment Date (the "**Partial Defeasance Date**") on which Borrower shall have satisfied the conditions in this Section 2.5.2 and shall effect the defeasance;

(ii) Borrower shall pay to Lender (A) all payments of interest due and payable on the Loan up to and including the Partial Defeasance Date and (B) all other sums, then due and payable under the Note, this Agreement, the Mortgage and the other Loan Documents;

(iii) Borrower shall deposit the Partial Defeasance Collateral into the Defeasance Collateral Account and otherwise comply with the provisions of Sections 2.5.3 and 2.5.4 hereof;

(iv) Borrower shall prepare all necessary documents to modify this Agreement and to amend and restate the Note and issue two substitute notes, one note having a principal balance equal to 125% of the Allocated Loan Amount (the "**Defeased Note**"),

and the other note having a principal balance equal to the excess of (A) the outstanding principal amount of the Loan, over (B) the amount of the Defeased Note (the "**Undefeased Note**"). The Defeased Note and the Undefeased Note shall have identical payment terms as the Note except for the principal balance. The Defeased Note and the Undefeased Note shall be cross defaulted and cross collateralized unless the Rating Agencies shall require otherwise or unless a Successor Borrower is established pursuant to Section 2.5.4. A Defeased Note may not be the subject of any further defeasance;

(v) Borrower shall execute and deliver to Lender a Security Agreement in respect of the Defeasance Collateral Account and the Partial Defeasance Collateral;

(vi) After giving effect to the release of the Lien of the Mortgage encumbering the Release Parcel, the Debt Service Coverage Ratio with respect to the remaining portion of the Property is not less than the greater of (A) the Debt Service Coverage Ratio prior to the release and (B) Debt Service Coverage Ratio of 1.90x.

(vii) Borrower shall have delivered to Lender and the Rating Agencies shall have received from Borrower with respect to the matters referred to in clause (vi), (A) statements of the Net Cash Flow and Debt Service (both on a consolidated basis and separately for the applicable portion of the Property to be released) for the applicable measuring period and (B) based on the foregoing statements of Net Cash Flow and Debt Service, calculations of the Debt Service Coverage Ratio both with and without giving effect to the proposed release, and (C) calculations of the ratios referred to in such clause (vi), accompanied by an Officer's Certificate stating that such statements, calculations and information are true, correct and complete in all material respects;

(viii) Borrower shall deliver to Lender an opinion of counsel for Borrower that would be reasonably satisfactory to a prudent lender opining, among other things, that (A) Lender has a legal and valid perfected first priority security interest in the Defeasance Collateral Account and the Partial Defeasance Collateral, (B) if a Securitization has occurred, the REMIC Trust formed pursuant to such Securitization will not fail to maintain its status as a "real estate mortgage investment conduit" within the meaning of Section 860D of the Code as a result of the defeasance pursuant to this Section 2.5.2, (C) that Borrower has legally and validly transferred and assigned the Total Defeasance Collateral to the Successor Borrower (D) delivery of the Partial Defeasance Collateral and the grant of a security interest therein to Lender shall not constitute an avoidable preference under Section 547 of the Bankruptcy Code or applicable state law and (E) a non-consolidation opinion with respect to the Successor Borrower;

(ix) Borrower shall deliver to Lender a Rating Agency Confirmation as to the Partial Defeasance Event;

(x) Borrower shall deliver a certificate of a "big four" or other nationally recognized public accounting firm reasonably acceptable to Lender certifying that the Partial Defeasance Collateral will generate monthly amounts equal to or greater than the Scheduled Defeasance Payments;

- (xi) Borrower shall deliver to Lender an Officer's Certificate certifying that the requirements set forth in this Section 2.5.2(a) have been satisfied;
- (xii) Borrower shall deliver to Lender such other certificates, documents or instruments as Lender may reasonably request; and
- (xiii) Borrower shall pay all costs and expenses of Lender actually incurred in connection with the defeasance, including Lender's reasonable attorneys' fees and expenses.
- (b) If Borrower has elected to make a partial defeasance and the requirements of Section 2.5.2(a) have been satisfied, the Release Parcel shall be released from the Lien of the Mortgage, upon satisfaction of the following additional conditions:
- (i) on the date Borrower delivers to Lender notice of the proposed release and on the date of the release, no Event of Default has occurred which is continuing;
- (ii) not less than ten (10) Business Days prior to the date of the release, Borrower delivers to Lender a notice setting forth (i) the date of the release, (ii) a metes and bounds description of the Release Parcel and (iii) a Survey of the Release Parcel;
- (iii) Borrower delivers to Lender evidence (together with an Officer's Certificate certifying to such documentation) which would be satisfactory to a prudent lender acting reasonably that (A) the Release Parcel has been, or is about to be (without any further discretionary or other approvals pending), legally subdivided from the remainder of the Property; (B) after giving effect to such transfer, each of the Release Parcel and the balance of the Property conforms to and is in compliance in all material respects with applicable Legal Requirements and constitute separate tax lots, and (C) the Release Parcel is not necessary for the Property to comply with any zoning, building, land use or parking or other Legal Requirements applicable to the Property or for the then current use of the Property, including without limitation for legal access, driveways, parking, utilities or drainage or, to the extent that the Release Parcel is necessary for any such purpose, a reciprocal easement agreement or other agreement has been executed and recorded that would run to the benefit of Borrower, run with the land and allow the owner of the Property to continue to use the Release Parcel to the extent necessary for such purpose;
- (iv) in the event that the release would reasonably be expected to materially adversely effect Lender's rights under the Title Insurance Policy as to any portion of the Property other than as to the Release Parcel, Borrower shall deliver to Lender an endorsement to the Title Insurance Policy insuring the Mortgage (A) extending the effective date of the policy to the effective date of the release; (B) confirming no change in the priority of the Mortgage on the balance of the Property (exclusive of the Release Parcel) or in the amount of the insurance or the coverage of the Property (exclusive of the Release Parcel) under the policy; and (C) insuring the rights and benefits under any new or amended reciprocal easement agreement or such other agreement required pursuant to clause (iii)(C) of this Section that has been executed and recorded, and the lien of the



Mortgage is a first lien on Borrower's beneficial interest in such easement, subject to no exceptions other than Permitted Encumbrances and those approved by Lender in its reasonable discretion;

(v) Borrower has complied with any requirements applicable to the release in the Leases, reciprocal easement agreements, operating agreements, parking agreements or other similar agreements affecting the Property and the release does not violate any of the provisions of such documents in any respect that would result in a termination (or give any other party thereto the right to terminate), extinguishment or other loss of material rights of Borrower or in a material increase in Borrower's obligations under such documents and, to the extent necessary to comply with such documents, the transferee of the Release Parcel has assumed Borrower's obligations, if any, relating to the Release Parcel under such documents;

(vi) Borrower shall submit to Lender, not less than five (5) Business Days prior to the Partial Defeasance Date (or such shorter time as permitted by Lender in its sole discretion), a release of Lien (and related Loan Documents) for execution by Lender. Such release shall be in a form appropriate in the jurisdiction in which the Property is located and that would be satisfactory to a prudent lender;

(vii) Borrower shall pay all costs, taxes and expenses actually incurred in connection with the release of the Lien of the Mortgage, including Lender's reasonable attorneys' fees and reasonable out-of-pocket expenses;

(viii) Borrower delivers to Lender any other information, approvals and documents which would be required by a prudent lender acting reasonably relating to the release; and

(ix) Borrower shall cause, if applicable, title to the Release Parcel so released from the Lien of the Mortgage to be transferred to and held by a Person other than Borrower.

(c) Except as set forth in this Section 2.5, no repayment, prepayment or defeasance of all or any portion of the Note shall cause, give rise to a right to require, or otherwise result in, the release of any Lien of any Mortgage on any of the Property.

**2.5.3 Defeasance Collateral Account.** On or before the date on which Borrower delivers the Defeasance Collateral, Borrower shall open at any Eligible Institution the defeasance collateral account (the "**Defeasance Collateral Account**") which shall at all times be an Eligible Account. The Defeasance Collateral Account shall contain only (a) Defeasance Collateral, and (b) cash from interest and principal paid on the Defeasance Collateral. All cash from interest and principal payments paid on the Defeasance Collateral shall be paid over to Lender on each Monthly Payment Date and applied to accrued and unpaid interest. Any cash from interest and principal paid on the Defeasance Collateral not needed to pay the Scheduled Defeasance Payments shall be paid to Borrower. Borrower shall cause the Eligible Institution at which the Defeasance Collateral is deposited to enter an agreement with Borrower and Lender, satisfactory to Lender in its sole discretion, pursuant to which such Eligible Institution shall

agree to hold and distribute the Defeasance Collateral in accordance with this Agreement. The Borrower or Successor Borrower, as applicable, shall be the owner of the Defeasance Collateral Account and shall report all income accrued on the Defeasance Collateral for federal, state and local income tax purposes in its income tax return. Borrower or Successor Borrower shall prepay all cost and expenses associated with opening and maintaining the Defeasance Collateral Account. Lender shall not in any way be liable by reason of any insufficiency in the Defeasance Collateral Account.

**2.5.4 Successor Borrower.** In connection with a Defeasance Event under this Section 2.5, Borrower shall, if required by the Rating Agencies or if Borrower elects to do so, establish or designate a successor entity (the “**Successor Borrower**”) which shall be a single purpose bankruptcy remote entity and which shall be approved by the Rating Agencies. Any such Successor Borrower may, at Borrower’s option, be an Affiliate of Borrower unless the Rating Agencies shall require otherwise. Borrower shall transfer and assign all obligations, rights and duties under and to the Note or the Defeased Note, as applicable, together with the Defeasance Collateral to such Successor Borrower. Such Successor Borrower shall assume the obligations under the Note or the Defeased Note, as applicable, and the Security Agreement and Borrower shall be relieved of its obligations under such documents. Borrower shall pay a minimum of One Thousand and No/100 Dollars (\$1,000.00) to any such Successor Borrower as consideration for assuming the obligations under the Note or the Defeased Note, as applicable, and the Security Agreement. Borrower shall pay all costs and expenses actually incurred by Lender, including Lender’s reasonable attorney’s fees and expenses, actually incurred in connection therewith.

#### **Section 2.6 Foreign Lenders.**

Any Lender that is not a United States “person” within the meaning of Section 7701(a)(30) of the Code (a “**Non-U.S. Lender**”) shall deliver to Borrower, upon making the Loan or accepting an assignment of the Loan or any interest therein, two duly completed and signed copies of IRS Form W-8BEN, IRS Form W-8ECI or IRS Form W-8IMY or any successor form thereto (relating to such Non-U.S. Lender and entitling it to an exemption from, or reduction of, withholding tax on all payments to be made to such Non-U.S. Lender by Borrower) or such other evidence satisfactory to Borrower that such Non-U.S. Lender is entitled to an exemption from, or reduction of, U.S. withholding tax. A Form W-8BEN completed and delivered by (i) certain foreign trusts, or (ii) persons claiming an exemption or reduced rate of withholding at source under an income tax treaty will not be considered duly completed unless the Form W-8BEN contains such Person’s U.S. taxpayer identification number. Thereafter and from time to time, such Non-U.S. Lender shall (a) upon reasonable requests from Borrower, submit to Borrower such additional duly completed and signed copies of one of such forms (or such successor forms as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is satisfactory to Borrower of any available exemption from or reduction of, United States withholding taxes in respect of all payments to be made to such Non-U.S. Lender, (b) notify Borrower of any change in circumstances which would to Lender’s actual knowledge, modify or render invalid any claimed exemption or reduction, and (c) upon reasonable requests from Borrower, take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Non-U.S. Lender, and as may be reasonably necessary to

avoid any requirements that Borrower make any deduction or withholding for taxes from amounts payable to such Non-U.S. Lender. If such Non-U.S. Lender fails to deliver the above forms or other documentation reasonably satisfactory to Borrower evidencing complete exemption from U.S. federal withholding tax on all payments by Borrower under the Loan, or if for any reason Borrower is required by U.S. law to withhold U.S. income tax, then notwithstanding anything to the contrary in the Loan Documents, Borrower may withhold from any interest payment to such Non-U.S. Lender an amount equivalent to the applicable withholding tax imposed by Sections 1441 and 1442 of the Code and deduct such withholding from such payment.

### **III. REPRESENTATIONS AND WARRANTIES**

#### **Section 3.1 Borrower Representations.**

Borrower represents and warrants that:

##### **3.1.1 Organization.**

(a) Each of Borrower and each SPC Party is duly organized, validly existing and in good standing with full power and authority to own the Property and conduct its business, and is duly qualified in all jurisdictions in which the ownership or lease of the Property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect on its ability to perform its obligations hereunder, and Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the other Loan Documents by it, and has the power and authority to execute, deliver and perform under this Agreement, the other Loan Documents and all the transactions contemplated hereby.

(b) Borrower's exact legal name is correctly set forth in the first paragraph of this Agreement. Borrower is an organization of the type specified in the first paragraph of this Agreement. Borrower is incorporated or organized under the laws of the state specified in the first paragraph of this Agreement. Borrower's principal place of business and chief executive office, and the place where Borrower keeps its books and records, including recorded data of any kind or nature, regardless of the medium of recording, including software, writings, plans, specifications and schematics, has been for the preceding four (4) months (or, if less than four (4) months, the entire period of the existence of Borrower) and will continue to be the address of Borrower set forth in the first paragraph of this Agreement (unless Borrower notifies Lender in writing at least thirty (30) days prior to the date of such change). Borrower's organizational identification number, if any, assigned by the state of its incorporation or organization is 3830201. Borrower's federal tax identification number is 20-1414039.

**3.1.2 Proceedings.** This Agreement and the other Loan Documents have been duly authorized, executed and delivered by Borrower and constitute a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by

general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**3.1.3 No Conflicts.** The execution and delivery of this Agreement and the other Loan Documents by Borrower and the performance of its obligations hereunder and thereunder will not conflict with any provision of any law or regulation to which Borrower is subject, or conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of any of Borrower's organizational documents or any agreement or instrument to which Borrower is a party or by which it is bound, or any order or decree applicable to Borrower, or result in the creation or imposition of any lien on any of Borrower's assets or property (other than pursuant to the Loan Documents).

**3.1.4 Litigation.** There is no action, suit, proceeding or investigation pending or, to Borrower's knowledge, threatened against Borrower in any court or by or before any other Governmental Authority that would have a Material Adverse Effect.

**3.1.5 Agreements.** Borrower is not a party to any agreement or instrument or subject to any restriction which would have a Material Adverse Effect. Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which Borrower or the Property is bound. Borrower has no material financial obligation under any agreement or instrument to which Borrower is a party or by which Borrower or the Property is otherwise bound, other than (a) obligations incurred in the ordinary course of the operation of the Property and (b) obligations under the Loan Documents.

**3.1.6 Consents.** No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by Borrower of, or compliance by Borrower with, this Agreement or the consummation of the transactions contemplated hereby, other than those which have been obtained by Borrower.

**3.1.7 Title.** Borrower has good, marketable and insurable fee simple title to the real property comprising part of the Property and good title to the balance of the Property, free and clear of all Liens whatsoever except the Permitted Encumbrances. The Mortgage, when properly recorded in the appropriate records, will create (a) a valid, first priority, perfected lien on the Property, subject only to Permitted Encumbrances and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any Permitted Encumbrances. There are no mechanics', materialman's or other similar liens or claims which have been filed for work, labor or materials affecting the Property which are or may be liens prior to, or equal or coordinate with, the lien of the Mortgage. None of the Permitted Encumbrances, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by the Mortgage and this Loan Agreement, materially and adversely affect the value of the Property, impair the use or operations of the Property or impair Borrower's ability to pay its obligations in a timely manner.

**3.1.8 No Plan Assets.** As of the date hereof and throughout the term of the Loan (a) Borrower is not and will not be an "employee benefit plan," as defined in Section 3(3)

of ERISA, subject to Title I of ERISA, (b) none of the assets of Borrower constitutes or will constitute “plan assets” of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101, (c) Borrower is not and will not be a “governmental plan” within the meaning of Section 3(32) of ERISA, and (d) transactions by or with Borrower are not and will not be subject to any state statute regulating investments of, or fiduciary obligations with respect to, governmental plans.

**3.1.9 Compliance.** To the best of Borrower’s knowledge, Borrower and the Property and the use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. To the best of Borrower’s knowledge, Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would have a Material Adverse Effect. There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower’s obligations under any of the Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture.

**3.1.10 Financial Information.** To the best of Borrower’s knowledge, all financial data, including, without limitation, the statements of cash flow and income and operating expense, that have been delivered to Lender in respect of the Property (i) are true, complete and correct in all material respects, (ii) accurately represent the financial condition of the Property as of the date of such reports, and (iii) have been prepared in accordance with GAAP or such other accounting method that may be acceptable to Lender) throughout the periods covered, except as disclosed therein. Borrower does not have any contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower and reasonably likely to have a Material Adverse Effect. Since the date of the most current financial statements delivered by Borrower to Lender, there has been no material adverse change in the financial condition, operations or business of Borrower or, to Borrower’s knowledge, the Property from that set forth in said financial statements.

**3.1.11 Condemnation.** No Condemnation or other proceeding has been commenced or, to Borrower’s best knowledge, is threatened with respect to all or any portion of the Property or for the relocation of roadways providing access to the Property.

**3.1.12 Utilities and Public Access.** The Property has rights of access to public ways and is served by water, sewer, sanitary sewer and storm drain facilities adequate to service the Property for its intended uses.

**3.1.13 Separate Lots.** The Property is comprised of one (1) or more parcels which constitute separate tax lots and do not constitute a portion of any other tax lot not a part of the Property.

**3.1.14 Assessments.** To Borrower’s knowledge, there are no pending or proposed special or other assessments for public improvements or otherwise affecting the

Property, nor are there any contemplated improvements to the Property that may result in such special or other assessments.

**3.1.15 No Defenses.** The Loan Documents are not subject to any right of rescission, set off, counterclaim or defense by Borrower, including the defense of usury, nor would the operation of any of the terms of the Loan Documents, or the exercise of any right thereunder, render the Loan Documents unenforceable, and Borrower has not asserted any right of rescission, set off, counterclaim or defense with respect thereto.

**3.1.16 Assignment of Leases.** The Assignment of Leases creates a valid assignment of, or a valid security interest in, certain rights under the Leases, subject only to a license granted to Borrower to exercise certain rights and to perform certain obligations of the lessor under the Leases, as more particularly set forth therein. No Person other than Lender has any interest in or assignment of the Leases or any portion of the Rents due and payable or to become due and payable thereunder.

**3.1.17 Insurance.** Borrower has obtained and has delivered to Lender original or certified copies of all of the Policies, with all premiums prepaid thereunder, reflecting the insurance coverages, amounts and other requirements set forth in this Agreement. No claims have been made under any of the Policies, and no Person, including Borrower, has done, by act or omission, anything which would impair the coverage of any of the Policies.

**3.1.18 Licenses.** To the best of Borrower's knowledge, all permits and approvals, including, without limitation, certificates of occupancy required by any Governmental Authority for the use, occupancy and operation of the Property in the manner in which the Property is currently being used, occupied and operated have been obtained and are in full force and effect.

**3.1.19 Flood Zone.** Except as disclosed on the Survey, none of the Improvements on the Property is located in an area identified by the Federal Emergency Management Agency as a special flood hazard area.

**3.1.20 Physical Condition.** Except as set forth in any property condition or engineering report delivered to and reviewed by Lender in connection with the Loan, and, to Borrower's knowledge, the Property, including, without limitation, all buildings, improvements, parking facilities, sidewalks, storm drainage systems, roofs, plumbing systems, HVAC systems, fire protection systems, electrical systems, equipment, elevators, exterior sidings and doors, landscaping, irrigation systems and all structural components, are in good condition, order and repair in all material respects; except as set forth in any property condition or engineering report delivered to and reviewed by lender in connection with the Loan, and, to Borrower's knowledge, there exists no structural or other material defects or damages in the Property, whether latent or otherwise, and Borrower has not received notice from any insurance company or bonding company of any defects or inadequacies in the Property, or any part thereof, which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond.

**3.1.21 Boundaries.** Except as set forth in the Survey and in Lender's Title Insurance policy, all of the improvements which were included in determining the appraised value of the Property lie wholly within the boundaries and building restriction lines of the Property, and no improvements on adjoining properties encroach upon the Property, and no easements or other encumbrances affecting the Property encroach upon any of the improvements, so as to affect the value or marketability of the Property except those which are insured against by Title Insurance each of which, whether or not insured are shown on the Survey.

**3.1.22 Leases.** Borrower represents and warrants to Lender with respect to the Leases that: (a) the rent roll attached hereto as Schedule I is true, complete and correct and the Property is not subject to any Leases other than the Leases described in Schedule I, (b) the Leases identified on Schedule I are in full force and effect and there are no defaults thereunder by either party except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof, (c) the copies of the Leases delivered to Lender are true and complete in all material respects, and there are no oral agreements with respect thereto except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof, (d) no Rent (including security deposits) has been paid more than one (1) month in advance of its due date except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof, (e) all work to be performed by Borrower under each Lease has been performed as required and has been accepted by the applicable Tenant except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof, (f) any payments, free rent, partial rent, rebate of rent or other payments, credits, allowances or abatements required to be given by Borrower to any Tenant has already been received by such Tenant except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof, (g) all security deposits are being held in accordance with Legal Requirements, (h) neither the landlord nor any Tenant is in default under any of the Leases except as otherwise set forth in an estoppel certificate executed by the applicable Tenant delivered to Lender prior to the date hereof; (i) Borrower has no knowledge of any notice of termination or default with respect to any Lease; (j) Borrower has not assigned or pledged any of the Leases, the rents or any interests therein except to Lender; (k) no Tenant or other party has an option or right of first refusal or offer, to purchase all or any portion of the Property (other than the Stop and Shop Lease, which right of first refusal has been waived by Stop and Shop pursuant to that certain Notice of Waiver of Right of First Refusal dated October 28, 2004); (l) no Tenant has the right to terminate its Lease prior to expiration of the stated term of such Lease; and (m) all existing Leases are subordinate to the Mortgage either pursuant to their terms or a recordable subordination agreement delivered concurrently herewith, or delivered hereafter as approved by Lender.

**3.1.23 Filing and Recording Taxes.** All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid under applicable Legal Requirements in connection with the transfer of the Property to Borrower have been paid or are being paid simultaneously herewith. All mortgage, mortgage recording, stamp, intangible or other similar tax required to be paid under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Loan Documents, including, without limitation, the Mortgage, have been paid or are being paid

simultaneously herewith. All taxes and governmental assessments due and owing in respect of the Property have been paid, or an escrow of funds in an amount sufficient to cover such payments has been established hereunder.

**3.1.24 Single Purpose.** Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full, Borrower has not at any time, does not presently, and shall not:

- (a) own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- (b) engage in any business other than the ownership, management and operation of the Property or fail to conduct and operate its business as presently conducted and operated;
- (c) enter into any contract or agreement with any Affiliate of Borrower, any constituent party of Borrower or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party;
- (d) incur any Indebtedness other than (i) the Debt, (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding \$1,000,000.00 at any one time, and (iii) Indebtedness incurred in the financing of equipment and other personal property used on the Property with annual payments not exceeding \$500,000.00 in the aggregate; provided that any Indebtedness incurred pursuant to subclauses (ii) and (iii) shall be (x) paid within sixty (60) days of the date incurred and (y) incurred in the ordinary course of business. No Indebtedness other than the Debt may be secured (subordinate or pari passu) by the Property;
- (e) make any loans or advances to any third party (including any Affiliate or constituent party), or acquire obligations or securities of its Affiliates;
- (f) fail to remain solvent or fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- (g) fail to do all things necessary to observe organizational formalities and preserve its existence, and Borrower will not, nor will Borrower permit any constituent party to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of Borrower or such constituent party without the reasonable prior consent of Lender in any manner that (i) violates the covenants set forth in this Section 3.1.24, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent;
- (h) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party. Borrower's assets will not be listed as assets on the financial statement of any other Person, provided, however, that



Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Borrower and such Affiliates and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (ii) such assets shall be listed on Borrower's own separate balance sheet. Borrower will file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any Person other than Cedar Shopping Centers Inc. Borrower shall maintain its books, records, resolutions and agreements as official records;

(i) fail to be, or fail to hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Borrower or any constituent party of Borrower), fail to correct any known misunderstanding regarding its status as a separate entity, fail to conduct business in its own name, or fail to maintain and utilize separate stationery, invoices and checks bearing its own name, and Borrower shall not identify itself or any of its Affiliates as a division or part of the other;

(j) intentionally omitted;

(k) seek or effect the liquidation, dissolution, winding up, liquidation, consolidation or merger, in whole or in part, of Borrower nor permit any constituent party of Borrower to do any of the foregoing;

(l) commingle the funds and other assets of Borrower with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name;

(m) fail to maintain 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 Affiliate or constituent party or any other Person;

(n) guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person;

(o) (i) If Borrower is a limited partnership or a limited liability company (other than a single member limited liability company), fail to cause each general partner or managing member (each, an "**SPC Party**") to be a corporation whose sole asset is its interest in Borrower and each such SPC Party will at all times comply, and will cause Borrower to comply, with each of the representations, warranties, and covenants contained in this Section 3.1.24 as if such representation, warranty or covenant was made directly by such SPC Party. Upon the withdrawal or the disassociation of an SPC Party from Borrower, Borrower shall immediately appoint a new SPC Party whose articles of incorporation are substantially similar to those of such SPC Party and deliver a new non-consolidation opinion to the Rating Agency or Rating Agencies, as applicable, with respect to the new SPC Party and its equity owners;

(ii) If Borrower is a single member limited liability company, fail to have at least two (2) springing members, one of which, upon the dissolution of such sole member or the withdrawal or the disassociation of the sole member from Borrower, shall immediately become the sole member of Borrower, and the other of which shall become

the sole member of Borrower if the first such springing member no longer is available to serve as such sole member.

(p) fail to cause there to be one duly appointed member of the board of directors who are provided by a nationally recognized company that provides professional independent directors (each, an **“Independent Director”**) of Borrower reasonably satisfactory to Lender who shall not have been at the time of such individual’s appointment or at any time while serving as a director of Borrower, and may not have been at any time during the preceding five years (i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of Borrower or any Affiliate of either of them, (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with Borrower or any Affiliate (other than payment for services as an Independent Director), (iii) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person, or (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person. (For purposes of this subclause (p), the term “Affiliate” means any person controlling, under common control with, or controlled by the person in question; and the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.) A natural person who satisfies the foregoing definition other than subparagraph (ii) shall not be disqualified from serving as an Independent Director if such individual is an independent director provided by a nationally-recognized company that provides professional independent directors and that also provides other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition except for being the independent director of a “special purpose entity” affiliated with the borrower that does not own a direct or indirect equity interest in the borrower or any co-borrower shall not be disqualified from serving as an Independent Director of the SPC Party if such individual is at the time of initial appointment, or at any time while serving as a Independent Director of the SPC Party, an Independent Director of a “special purpose entity” affiliated with the Borrower or the SPC Party (other than any entity that owns a direct or indirect equity interest in borrower or any co-borrower) if such individual is an independent director provided by a nationally-recognized company that provides professional independent directors. For purposes of this paragraph, a “special purpose entity” is an entity, whose organizational documents contain restrictions on its activities substantially similar to those set forth in the SPC Party’s organizational documents.

(q) cause or permit the board of directors of Borrower to take any action which, under the terms of any certificate of incorporation, by laws or any voting trust agreement with respect to any common stock or under any organizational document of Borrower, requires a vote of the board of directors of each SPC Party and Borrower unless at the time of such action there shall be at least one (1) member who is an Independent Director.

(r) intentionally omitted.

(s) permit any Affiliate or constituent party independent access to its bank accounts.

(t) fail to pay the salaries of its own employees (if any) from its own funds or fail to maintain a sufficient number of employees (if any) in light of its contemplated business operations.

(u) fail to compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred.

**3.1.25 Tax Filings.** To the extent required, Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and have paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower. Borrower believes that its tax returns (if any) properly reflect the income and taxes of Borrower for the periods covered thereby, subject only to reasonable adjustments required by the Internal Revenue Service or other applicable tax authority upon audit.

**3.1.26 Solvency.** Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower).

**3.1.27 Federal Reserve Regulations.** No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose which would be inconsistent with such Regulation U or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents.

**3.1.28 Organizational Chart.** The organizational chart attached as Schedule III hereto, relating to Borrower and certain Affiliates and other parties, is true, complete and correct on and as of the date hereof.

**3.1.29 Investment Company Act.** Borrower is not (a) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (b) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or

(c) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

**3.1.30 Access/Utilities.** Except as disclosed in the Survey, all public utilities necessary to the continued use and enjoyment of the Property as presently used and enjoyed are located in the public right-of-way abutting the Property. All roads necessary for the full utilization of the Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities or are the subject of access easements for the benefit of the Property.

**3.1.31 No Bankruptcy Filing.** Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidation of its assets or property, and Borrower does not have any knowledge of any Person contemplating the filing of any such petition against it.

**3.1.32 Full and Accurate Disclosure.** To the best of Borrower's knowledge, no information contained in this Agreement, the other Loan Documents, or any written statement furnished by or on behalf of Borrower pursuant to the terms of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact or circumstance presently known to Borrower which has not been disclosed to Lender and which will have a Material Adverse Effect.

**3.1.33 Foreign Person.** Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

**3.1.34 No Change in Facts or Circumstances; Disclosure.** To the best of Borrower's knowledge, there has been no material adverse change in any condition, fact, circumstance or event that would make the financial statements, rent rolls, reports, certificates or other documents submitted in connection with the Loan inaccurate, incomplete or otherwise misleading in any material respect or that otherwise materially and adversely affects the business operations or the financial condition of Borrower or the Property.

**3.1.35 Perfection of Accounts.** Borrower hereby represents and warrants to Lender that:

(a) This Agreement, together with the other Loan Documents, create a valid and continuing security interest (as defined in the Uniform Commercial Code) in the Accounts (as defined in the Cash Management Agreement) in favor of Lender, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from Borrower. Other than in connection with the Loan Documents, Borrower has not sold or otherwise conveyed the Accounts;

(b) The Accounts constitute "deposit accounts" or "securities accounts" within the meaning of the Uniform Commercial Code, as set forth in the Cash Management Agreement;

(c) Pursuant to the Cash Management Agreement, Agent has agreed to comply with all instructions originated by Lender, without further consent by Borrower, directing disposition of the Accounts and all sums at any time held, deposited or invested therein, together with any interest or other earnings thereon, and all proceeds thereof (including proceeds of sales and other dispositions), whether accounts, general intangibles, chattel paper, deposit accounts, instruments, documents or securities; and

(d) The Accounts are not in the name of any Person other than Borrower, as pledgor, or Lender, as pledgee. Borrower has not consented to Agent's complying with instructions with respect to the Accounts from any Person other than Lender.

**3.1.36 Intentionally Omitted.**

**3.1.37 Intentionally Omitted.**

**3.1.38 Patriot Act.**

(a) None of Borrower, any of its constituents or Affiliates, and to the best of Borrower's knowledge, any of its brokers or other agents acting or benefiting in any capacity in connection with the Loan is a Prohibited Person.

(b) None of Borrower, any of its constituents or Affiliates, or, to Borrower's knowledge, any of its brokers or other agents acting in any capacity in connection with the Loan, (i) has conducted or will conduct any business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) has dealt or will deal in, or otherwise has engaged or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) has engaged or will engage in or has conspired or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

(c) Borrower covenants and agrees to deliver to Lender any certification or other evidence requested from time to time by Lender in its reasonable discretion, confirming Borrower's compliance with this Section 3.1.38.

**Section 3.2 Survival of Representations.**

The representations and warranties set forth in Section 3.1 shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents.

**IV. BORROWER COVENANTS**

**Section 4.1 Borrower Affirmative Covenants.**

Borrower hereby covenants and agrees with Lender that:

**4.1.1 Existence: Compliance with Legal Requirements.** Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it and the Property.

**4.1.2 Taxes and Other Charges.** Except as otherwise provided herein, Borrower shall pay all Taxes and Other Charges now or hereafter levied or assessed or imposed against the Property or any part thereof as the same become due and payable; provided, however, Borrower's obligation to directly pay Taxes shall be suspended for so long as Borrower complies with the terms and provisions of Section 6.2 hereof. Borrower shall furnish to Lender receipts for the payment of the Taxes and the Other Charges prior to the date the same shall become delinquent; provided, however, that Borrower is not required to furnish such receipts for payment of Taxes in the event that such Taxes have been paid by Lender pursuant to Section 6.2 hereof. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property. After prior notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, conducted in good faith and with due diligence, the amount or validity of any Taxes or Other Charges, provided that (a) no Default or Event of Default has occurred and remains uncured; (b) such proceeding shall be permitted under and be conducted in accordance with all applicable statutes, laws and ordinances; (c) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost; (d) Borrower shall promptly upon final determination thereof pay the amount of any such Taxes or Other Charges, together with all costs, interest and penalties which may be payable in connection therewith; (e) such proceeding shall suspend the collection of Taxes or Other Charges from the Property; (f) Borrower shall deposit with Lender cash, or other security as may be reasonably approved by Lender, in an amount equal to one hundred twenty-five percent (125%) of the contested amount, to insure the payment of any such Taxes or Other Charges, together with all interest and penalties thereon; and (g) such contest by Borrower is not in violation of Leases or Operating Agreements. Lender may pay over any such cash or other security held by Lender to the claimant entitled thereto at any time when, in the judgment of Lender, the entitlement of such claimant is established.

**4.1.3 Litigation.** Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or, upon discovery by Borrower, threatened against Borrower which if adversely determined would have a Material Adverse Effect.

**4.1.4 Access to Property.** Borrower shall permit agents, representatives and employees of Lender to inspect the Property or any part thereof at reasonable hours upon reasonable advance notice, provided that such inspection is conducted in a manner that minimizes interference with Tenants and the operation of the Property.

**4.1.5 Intentionally Omitted.**

**4.1.6 Financial Reporting.**

(a) GAAP. Borrower shall keep and maintain or shall cause to be kept and maintained, consistent with GAAP (or any other accounting basis that is reasonably acceptable to Lender) proper and accurate books, records and accounts reflecting all of the financial affairs of

Borrower and all items of income and expense in connection with the operation on an individual basis of the Property. All financial statements delivered to Lender consistent with this Section 4.1.6 shall be prepared consistent with GAAP in the United States of America as in effect on the date so indicated and consistently applied.

(b) Monthly Reports. Prior to a Securitization, within thirty (30) days after the end of each calendar month, if requested by Lender Borrower, shall furnish to Lender a current (as of the calendar month just ended) balance sheet, a detailed operating statement (showing monthly activity and year to date) stating gross income from operations, operating expenses, for the calendar month just ended, a rent roll for the subject month and, as requested by Lender, any other documentation supporting the information disclosed in the most recent financial statements. In addition, such statement shall also be accompanied by (i) a calculation reflecting the Debt Service Coverage Ratio as of the last day of such month for such month and (ii) a certificate of an officer of Borrower or the general partner of Borrower stating that the representations and warranties of Borrower set forth in Section 3.1.24 are true and correct as of the date of such certificate and that there are no trade payables outstanding for more than sixty (60) days.

(c) Quarterly Reports. Within forty five (45) days after the end of each calendar quarter, Borrower shall furnish to Lender a detailed operating statement (showing quarterly activity and year to date) stating gross income and operating expenses for the calendar quarter just ended and a balance sheet (which also reports capital expenditures) for such quarter for Borrower. Borrower's quarterly statements shall be accompanied by (i) a current rent roll for the Property and (ii) a summary report for the most recently completed calendar year of aggregate sales by tenants under Leases of the Property, to the extent such information is provided by Tenants and/or required under the their Leases, and (iii) a certificate executed by an officer of Borrower or the general partner of Borrower stating that each such quarterly statement presents fairly the financial condition and the results of operations of the Borrower and the Property and has been prepared consistent with general accepted accounting principles.

(d) Annual Reports. Within seventy five (75) days after the end of each calendar year of Borrower's operation of the Property, Borrower will furnish to Lender a complete copy of Borrower's annual financial statements prepared by Borrower (or, if required by Lender, audited by Ernst & Young LLP or other firm of independent certified public accountants acceptable to Lender), consistent with GAAP for such calendar year which financial statements shall contain a balance sheet, a detailed operating statement stating gross income, operating expenses for each of Borrower and the Property. Borrower's annual financial statements shall be accompanied by (i) a certificate executed by an officer of Borrower or the managing member of Borrower stating that each such annual financial statement presents fairly the financial condition and the results of operations of Borrower and the Property and has been prepared consistent with general accepted accounting principles, and (ii) if required by Lender, an unqualified opinion of Ernst & Young LLP or other firm of independent certified public accountants acceptable to Lender (notwithstanding the foregoing, Borrower's financial statements may be consolidated with its Affiliates, provided that Borrower also provides appropriate schedules to report the amounts applicable to the Borrower and the Property).

(e) Certification: Supporting Documentation. Each such financial statement shall be in scope and detail reasonably satisfactory to Lender and certified by an officer of Borrower.

(f) Additional Reports. Borrower shall deliver to Lender as soon as reasonably available but in no event later than thirty (30) days after such items become available to Borrower in final form:

(i) copies of any final engineering or environmental reports prepared for Borrower with respect to the Property;

(ii) a copy of any notice received by Borrower from any environmental authority having jurisdiction over the Property with respect to a violation of any environmental law applicable to the Property other than the Exxon Remediation;

(iii) a summary report containing each of the following with respect to the Property for the most recently completed calendar year: (A) aggregate sales by Tenants under Leases or other occupants of the Property (only to the extent such information is provided by Tenants, and/or required under Leases) and on a comparable store basis), (B) rent per square foot payable by each tenant and (C) aggregate occupancy of the Property by anchor space and in-line store space as of December 31; and

(iv) if requested by Lender, a summary report listing only Tenants and square footage occupied by such Tenants.

(g) Access. Lender shall have the right from time to time upon reasonable prior written notice to Borrower, at all times during normal business hours to examine such books, records and accounts at the office of Borrower or other Person maintaining such books, records and accounts and to make such copies or extracts thereof as Lender shall reasonably desire. After the occurrence of an Event of Default, Borrower shall pay any costs and expenses incurred by Lender to examine Borrower's records with respect to the Property, as Lender shall determine to be reasonably necessary or appropriate in the protection of Lender's interest.

(h) Format of Delivery. Any reports, statements or other information required to be delivered under this Agreement shall be delivered (i) in paper form, (ii) on a diskette, and (iii) if requested by Lender and within the capabilities of Borrower's data systems without change or modification thereto, in electronic form reasonably acceptable to Lender.

(i) Annual Budget. Borrower shall submit the Annual Budget to Lender not later than twenty (20) days prior to the commencement of each Fiscal Year.

(j) Other Required Information. Borrower shall furnish to Lender, within five (5) Business Days after request (or as soon thereafter as may be reasonably possible), such further detailed information with respect to the operation of the Property and the financial affairs of Borrower as may be reasonably requested by Lender, provided that Borrower has such information available.



**4.1.7 Title to the Property.** Borrower will warrant and defend the validity and priority of the Liens of the Mortgage and the Assignment of Leases on the Property against the claims of all Persons whomsoever, subject only to Permitted Encumbrances.

**4.1.8 Estoppel Statement**

(a) After request by Lender (not more than one (1) time in any calendar year provided no Event of Default exists), Borrower shall within ten (10) Business Days furnish Lender with a statement, duly acknowledged and certified, stating (i) the unpaid principal amount of the Note, (ii) the Interest Rate of the Note, (iii) the date installments of interest were last paid, (iv) any offsets or defenses to the payment of the Debt, if any, and (v) that this Agreement and the other Loan Documents have not been modified or if modified, giving particulars of such modification.

(b) Borrower shall endeavor to deliver to Lender, within forty-five (45) days after request, an estoppel certificate from each Tenant under any Lease (provided that Borrower shall only be required to use commercially reasonable efforts to obtain an estoppel certificate from any Tenant not required to provide an estoppel certificate under its Lease); provided that such certificate shall be in the form required under such Lease; provided further that Borrower shall not be required to deliver such certificates more frequently than two (2) times in any calendar year.

**4.1.9 Leases.**

(a) All Leases and other rental arrangements shall in all material respects be approved by Lender and shall be on a standard Lease form previously approved by Lender with no modifications (except as approved by Lender). Such Lease form shall provide that (i) the Lease is subordinate to the Mortgage, (ii) the tenant shall attorn to Lender, and (iii) that any cancellation, surrender, or amendment of such Lease without the prior written consent of Lender shall be voidable by Lender. Borrower shall hold, in trust, all tenant security deposits in a segregated account, and, to the extent required by applicable law, shall not commingle any such funds with any other funds of Borrower. Within ten (10) days after Lender's request, Borrower shall furnish to Lender a statement of all tenant security deposits, and copies of all Leases not previously delivered to Lender, certified by Borrower as being true and correct in all material respects. Notwithstanding anything contained in the Loan Documents, Lender's approval shall not be required for future Leases, Lease modifications, or Lease extensions if the following conditions are satisfied: (A) no Event of Default has occurred and is continuing; (B) the Lease is on the standard Lease form approved by Lender with no modifications except for commercially reasonable modifications agreed to in the ordinary course of Borrower's business, but in no event shall there be any material modifications to the subordination, attornment, estoppel and landlord liability clauses of such Lease without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed; (C) the Lease does not violate any restrictive covenant affecting the Property or any other Lease for space in the Property; (D) the Lease is not a Major Lease; (E) the Lease shall provide for rental rates and landlord concessions comparable to existing local market rates and shall be an arms length transaction and in no event be with an Affiliate of Borrower; (F) the Lease shall be to a tenant which Borrower, in its professional and commercially reasonable judgment, has determined is creditworthy; and (G) the

Lease is for a term of not more than ten (10) years (exclusive of renewal options, which together with the initial lease term shall not exceed fifteen (15) years). Lender shall execute and deliver a Subordination Non-Disturbance and Attornment Agreement in the form annexed hereto as Schedule IV to Tenants under future Major Lease approved by Lender promptly upon request with such commercially reasonable changes as may be requested by Tenants, from time to time, and which are reasonably acceptable to Lender.

(b) Borrower (i) shall perform the obligations which Borrower is required to perform under the Leases; (ii) shall enforce the obligations to be performed by the tenants; (iii) shall promptly furnish to Lender any notice of default or termination received by Borrower from any tenant, and any notice of default or termination given by Borrower to any tenant; (iv) shall not collect any rents for more than thirty (30) days in advance of the time when the same shall become due, except for bona fide security deposits not in excess of an amount equal to two months rent; (v) shall not enter into any ground Lease or master Lease of any part of the Property; (vi) shall not further assign or encumber any Lease; (vii) shall not, except with Lender's prior written consent, cancel or accept surrender or termination of any Lease, except as expressly set forth in Section 4.1.9(c) hereof, and (viii) any Lease termination or cancellation fees shall be paid to Lender and held in the Rollover Fund. Any action in violation of clauses (v), (vi), (vii), and (viii) of this Section 4.1.9(b) shall be void at the election of Lender.

(c) Notwithstanding anything to the contrary contained herein, Borrower shall have the right to terminate any Lease which is not a Major Lease, provided such termination is (i) commercially reasonable, (ii) made in accordance with Borrower's reasonable business judgment, and (iii) the Lease so terminated is replaced with a Lease which otherwise complies with the requirements set forth in this Section 4.1.9.

(d) Notwithstanding anything to the contrary contained in this Section 4.1.9, whenever Lender's approval or consent is required pursuant to the provisions of this Section 4.1.9 for any matter that Lender has not previously approved, Lender shall respond within ten (10) Business Days after Lender's receipt of Borrower's written request for such approval or consent. If Lender fails to respond to such request within five (5) Business Days, and Borrower sends a second request containing a legend in bold letters stating that Lender's failure to respond within five (5) Business Days shall be deemed consent or approval, Lender shall be deemed to have approved or consented to the matter for which Lender's consent or approval was sought if Lender fails to respond to such second written request before the expiration of such second five (5) Business Days period.

**4.1.10 Alterations.** Lender's prior approval shall be required in connection with any alterations to any Improvements (except tenant improvements under any Lease approved by Lender or under any Lease for which approval was not required by Lender under this Agreement) (a) adversely affecting structural components of the Property, utilities, HVAC or the exterior of the building, (b) that may have a Material Adverse Effect or (c) the cost of which (including any related alteration, improvement or replacement) is reasonably anticipated to exceed the Alteration Threshold, which approval may be granted or withheld in Lender's reasonable discretion. If the total unpaid amounts incurred and to be incurred with respect to such alterations to the Improvements shall at any time exceed the Alteration Threshold, Borrower shall promptly deliver to Lender as security for the payment of such amounts and as

additional security for Borrower's obligations under the Loan Documents any of the following selected by Borrower: (i) cash, (ii) Letters of Credit, (iii) U.S. Obligations, (iv) other securities reasonably acceptable to Lender, provided that Lender shall have received a Rating Agency Confirmation as to the form and issuer of same, or (v) a completion bond, provided that Lender shall have received a Rating Agency Confirmation as to the form and issuer of same. Such security shall be in an amount equal to the excess of the total unpaid amounts incurred and to be incurred with respect to such alterations to the Improvements (other than such amounts to be paid or reimbursed by Tenants under the Leases) over the Alteration Threshold.

**4.1.11 Intentionally Omitted.**

**4.1.12 Material Agreements.** Borrower shall (a) promptly perform and/or observe all of the material covenants and agreements required to be performed and observed by it under each Material Agreement and Operating Agreement to which it is a party, and do all things necessary to preserve and to keep unimpaired its rights thereunder, (b) promptly notify Lender in writing of the giving of any notice of any default by any party under any Material Agreement and Operating Agreement of which it is aware which has a Material Adverse Effect on Borrower or the Property and (c) promptly enforce the performance and observance of all of the material covenants and agreements required to be performed and/or observed by the other party under each Material Agreement and Operating Agreement to which it is a party in a commercially reasonable manner.

**4.1.13 Performance by Borrower.** Borrower shall in a timely manner observe, perform and fulfill each and every covenant, term and provision of each Loan Document executed and delivered by Borrower, and shall not enter into or otherwise suffer or permit any amendment, waiver, supplement, termination or other modification of any Loan Document executed and delivered by Borrower without the prior consent of Lender.

**4.1.14 Intentionally Omitted.**

**4.1.15 Business and Operations.** Borrower will continue to engage in the businesses currently conducted by it as and to the extent the same are necessary for the ownership and leasing of the Property. Borrower will qualify to do business and will remain in good standing under the laws of each jurisdiction as and to the extent the same are required for the ownership and leasing of the related Property. Borrower shall at all times cause the Property to be maintained as a commercial retail shopping center.

**4.1.16 Loan Fees.** Borrower shall pay all fees and costs (including, without limitation, all origination and commitment fees) required of Borrower pursuant to the terms of that certain term sheet between Cedar Shoppings Center Partnership, L.P. and Lender dated September 30, 2004.

**4.1.17 Intentionally Omitted.**

**4.1.18 Handicapped Access.**

(a) Borrower covenants and agrees that the Property shall at all times comply to the extent applicable with the requirements of the Americans with Disabilities Act of 1990, the

Fair Housing Amendments Act of 1988, all state and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (collectively, "**Access Laws**").

(b) Notwithstanding any provisions set forth herein or in any other document regarding Lender's approval of alterations of the Property, Borrower shall not alter the Property in any manner which would materially increase Borrower's responsibilities for compliance with the applicable Access Laws without the prior written approval of Lender. The foregoing shall apply to tenant improvements constructed by Borrower or by any of its tenants. Lender may condition any such approval upon receipt of a certificate of Access Law compliance from an architect, engineer, or other person acceptable to Lender.

(c) Borrower covenants and agrees to give prompt notice to Lender of the receipt by Borrower of any complaints related to violation of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

**4.1.19 Intentionally Omitted.**

**4.1.20 Notice of Certain Events.** Borrower shall promptly notify Lender of (a) any Event of Default, together with a detailed statement of the steps being taken to cure such Default or Event of Default; (b) any notice of default received by Borrower under other obligations relating to the Property or otherwise material to Borrower's business which, if determined adversely, would have a Material Adverse effect on Borrower or the Property; and (c) any threatened or pending legal, judicial or regulatory proceedings, including any dispute between Borrower and any Governmental Authority, affecting Borrower or the Property.

**4.1.21 Further Assurances.** Borrower shall, at Borrower's sole cost and expense, promptly (a) cure any defects in the execution and delivery of the Loan Documents, (b) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Lender may reasonably request to further evidence and more fully describe the collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any Liens created under any of the Loan Documents, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith provided such documents do not increase Borrower's monetary obligations or decrease Borrower's rights hereunder and (c) do all such further lawful and reasonable acts, conveyances and assurances for the better and more effectively carrying out of the intents and purposes of this Agreement and the other Loan Documents as Lender shall reasonably require from time to time, provided such documents do not increase Borrower's monetary obligations or decrease Borrower's rights hereunder. Upon the occurrence and during the continuation of an Event of Default, Borrower grants Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender under the Loan Documents, at law and in equity, including without limitation such rights and remedies available to Lender pursuant to Sections 10.2, 10.3, and 10.4.

**4.1.22 Taxes on Security.** Borrower shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to the Note or the Liens created or secured by the Loan Documents, other than income, franchise and doing business taxes imposed on Lender. If there shall be enacted any law (a) deducting the Loan from the value of the Property for the purpose of taxation, (b) affecting any Lien on the Property, or (c) changing existing laws of taxation of mortgages, deeds of trust, security deeds, or debts secured by real property, or changing the manner of collecting any such taxes, Borrower shall promptly pay to Lender, on demand, all taxes, costs and charges, other than income, franchise or doing business taxes, for which Lender is or may be liable as a result thereof; however, if such payment would be prohibited by law or would render the Loan usurious, then instead of collecting such payment, Lender may declare all amounts owing under the Loan Documents to be immediately due and payable without any prepayment penalty or fee.

**4.1.23 Stop and Shop Estoppel.** On or before May 5, 2006, Borrower shall deliver evidence that Stop and Shop has commenced paying the unabated annual fixed rent set forth in the Stop and Shop Third Lease Amendment. If Borrower fails to comply with the provisions of this Section 4.1.23, then Borrower shall deliver the Additional Collateral to Lender to be held by Lender as additional security for the Loan to be deposited in an Account and maintained by Lender pursuant to the Cash Management Agreement. At the request of Lender, Borrower shall agree to reasonable amendments to the Cash Management Agreement to reflect that the deposit of the Additional Collateral and provide any and all other documentation reasonably required to perfect Lender's security interest in the Additional Collateral. Any and all income earned on the Additional Collateral shall inure to the benefit of Borrower.

#### **Section 4.2 Borrower Negative Covenants**

Borrower covenants and agrees with Lender that:

**4.2.1 Liens.** Subject to Borrower's right to contest in accordance with the express terms set forth in this Agreement, Borrower shall not create, incur, assume or suffer to exist any Lien on any portion of the Property except for Permitted Encumbrances.

**4.2.2 Dissolution.** Except as expressly set forth in this Agreement, Borrower shall not (a) engage in any dissolution, liquidation or consolidation or merger with or into any other business entity, (b) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower except to the extent expressly permitted by the Loan Documents, or (c) cause, permit or suffer any SPC Party to (i) dissolve, wind up or liquidate or take any action, or omit to take an action, as a result of which such SPC Party would be dissolved, wound up or liquidated in whole or in part, or (ii) amend, modify, waive or terminate the certificate of incorporation or bylaws of such SPC Party, in each case without obtaining the prior consent of Lender.

**4.2.3 Debt Cancellation.** Borrower shall not cancel or otherwise forgive or release any claim or debt (other than termination of Leases in accordance herewith) owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

**4.2.4 Zoning.** Borrower shall not initiate or consent to any zoning reclassification of any portion of the Property or seek any variance under any existing zoning ordinance or use or permit the use of any portion of the Property in any manner that could result in such use becoming a non conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed.

**4.2.5 No Joint Assessment.** Borrower shall not suffer, permit or initiate the joint assessment of the Property (a) with any other real property constituting a tax lot separate from the Property, and (b) with any portion of the Property which may be deemed to constitute personal property, or any other procedure whereby the lien of any taxes which may be levied against such personal property shall be assessed or levied or charged to the Property.

**4.2.6 Principal Place of Business.** Borrower shall not change its principal place of business from the address set forth on the first page of this Agreement without first giving Lender thirty (30) days prior notice.

**4.2.7 ERISA.**

(a) Borrower shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Lender of any of its rights under the Note, this Agreement or the other Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the Code.

(b) Borrower shall deliver to Lender such certifications or other evidence from time to time throughout the term of the Loan, as requested by Lender in its sole discretion, that (i) Borrower is not an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, or a "plan" subject to Section 4975 of the Code, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) Borrower is not subject to any state statute regulating investments of, or fiduciary obligations with respect to, governmental plans; and (iii) one or more of the following circumstances is true:

(A) Equity interests in Borrower are publicly offered securities, within the meaning of 29 C.F.R. §2510.3-101(b)(2);

(B) Less than twenty-five percent (25%) of each outstanding class of equity interests in Borrower is held by "benefit plan investors" within the meaning of 29 C.F.R. §2510.3-101(f)(2); or

(C) Borrower qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. §2510.3-101(c) or (e).

**4.2.8 Material Agreements.** Borrower shall not, without Lender's reasonable consent: (a) enter into, surrender or terminate any Material Agreement or Operating Agreement to which it is a party (unless the other party thereto is in material default and the termination of such agreement would be commercially reasonable), (b) increase or consent to the increase of the amount of any charges under any Material Agreement or Operating Agreement to which it is a

party, except as provided therein or on an arms-length basis and commercially reasonable terms; or (c) otherwise modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under any Material Agreement or Operating Agreement to which it is a party in any material respect, except on an arms'-length basis and commercially reasonable terms.

**4.2.9 Intentionally Deleted.**

**4.2.10 Intentionally Omitted.**

**V. INSURANCE, CASUALTY AND CONDEMNATION**

**Section 5.1 Insurance.**

**5.1.1 Insurance Policies.**

(a) Borrower shall obtain and maintain, or cause to be maintained, insurance for Borrower and the Property providing at least the following coverages:

(i) comprehensive all risk insurance on the Improvements and the personal property at the Property (A) in an amount equal to one hundred percent (100%) of the "Full Replacement Cost," which for purposes of this Agreement shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation, but the amount shall in no event be less than the outstanding principal balance of the Loan; (B) containing an agreed amount endorsement with respect to the Improvements and personal property at the Property waiving all co-insurance provisions; (C) providing for no deductible in excess of Twenty Five Thousand and No/100 Dollars (\$25,000.00) for all such insurance coverage; and (D) containing an "Ordinance or Law Coverage" or "Enforcement" endorsement if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses. In addition, Borrower shall obtain: (y) if any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area," flood hazard insurance in an amount equal to the lesser of (1) the outstanding principal balance of the Note or (2) the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended or such greater amount as Lender shall require; and (z) earthquake insurance in amounts and in form and substance satisfactory to Lender in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to clauses (y) and (z) hereof shall be on terms consistent with the comprehensive all risk insurance policy required under this subsection (i).

(ii) commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance (A) to be on the so-called "occurrence" form with an occurrence limit of not less than One Million and No/100 Dollars (\$1,000,000.00) and an aggregate limit of not less than Two Million and No/100 Dollars (\$2,000,000.00); (B) to continue at not less than the aforesaid limit until required to be changed by Lender by reason of changed

economic conditions making such protection inadequate; and (C) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all legal contracts; and (5) contractual liability covering the indemnities contained in Article 9 of the Mortgage to the extent the same is available;

(iii) business income insurance (A) with loss payable to Lender; (B) covering all risks required to be covered by the insurance provided for in subsection (i) above for a period commencing at the time of loss for such length of time as it takes to repair or replace with the exercise of due diligence and dispatch; (C) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and Personal Property has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of twelve (12) months from the date that the Property is repaired or replaced and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period; and (D) in an amount equal to one hundred percent (100%) of the projected gross income from the Property for a period from the date of loss to a date (assuming total destruction) which is six (6) months from the date that the Property is repaired or replaced and operations are resumed. The amount of such business income insurance shall be determined prior to the date hereof and at least once each year thereafter based on Borrower's reasonable estimate of the gross income from the Property for the succeeding twelve (12) month period. Subject to Section 5.3.2 hereof, all proceeds payable to Lender pursuant to this subsection shall be held by Lender and shall be applied to the obligations secured by the Loan Documents from time to time due and payable hereunder and under the Note; provided, however, that nothing herein contained shall be deemed to relieve Borrower of its obligations to pay the obligations secured by the Loan Documents on the respective dates of payment provided for in the Note and the other Loan Documents except to the extent such amounts are actually paid out of the proceeds of such business income insurance;

(iv) at all times during which structural construction, repairs or alterations are being made with respect to the Improvements, and only if the Property coverage form does not otherwise apply, (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy; and (B) the insurance provided for in subsection (i) above written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to subsection (i) above, (3) including permission to occupy the Property, and (4) with an agreed amount endorsement waiving co-insurance provisions;

(v) workers' compensation, subject to the statutory limits of the state in which the Property is located, and employer's liability insurance with a limit of at least One Million and No/100 Dollars (\$1,000,000.00) per accident and per disease per employee, and One Million and No/100 Dollars (\$1,000,000.00) for disease aggregate in respect of any work or operations on or about the Property, or in connection with the Property or its operation (if applicable);



(vi) comprehensive boiler and machinery insurance, if applicable, in amounts as shall be reasonably required by Lender on terms consistent with the commercial property insurance policy required under subsection (i) above;

(vii) umbrella liability insurance in addition to primary coverage in an amount not less than \$10,000,000.00 per occurrence on terms consistent with the commercial general liability insurance policy required under subsection (ii) above and (viii) below;

(viii) motor vehicle liability coverage for all owned and non-owned vehicles, including rented and leased vehicles containing minimum limits per occurrence of One Million and No/100 Dollars (\$1,000,000.00);

(ix) so-called “dramshop” insurance or other liability insurance required in connection with the sale of alcoholic beverages, if served at the Property, and;

(x) If the commercial property and business income insurance policies required under subsections (i) and (iii) above do not cover perils of terrorism or acts of terrorism, Borrower shall maintain commercial property and business income insurance for loss resulting from perils and acts of terrorism on terms (including amounts) consistent with those required under subsections (i) and (iii) above; notwithstanding the foregoing, Borrower shall be required to obtain and maintain terrorism insurance in an amount not less than the amount of terrorism insurance that is available for an annual premium equal to two (2) times Borrower’s then current premium for the “all-risk” insurance required under subsection (i) above (such limitation shall be referred to as the “**Terrorism Cap**”) for terrorism insurance that is at least equivalent to the existing terrorism insurance required under this Section 5.1.1(a)(x); provided, however, the Terrorism Cap shall not apply if (A) owners and/or operators of office buildings in the same class as the Property in Massachusetts are generally obtaining terrorism insurance, (B) lenders financing such office buildings in the same class as the Property in Massachusetts are generally requiring terrorism insurance as a condition of financing, or (C) Borrower Principal or any Affiliates of Borrower Principal or any transferee of Borrower Principal or any of its Affiliates, is obtaining terrorism insurance on any other properties in Massachusetts which any of the foregoing Persons own or operate. The claims paying ability rating of the insurer shall be consistent with the requirements of Section 5.1.2 hereof or, if no insurer of such claims paying ability rating is then issuing such terrorism insurance, the chosen insurer shall be the insurer which is offering such terrorism insurance and which has a claims paying ability rating the closest to that required by Section 5.1.2 hereof.

If perils of terrorism and acts of terrorism or other similar acts or events are hereafter excluded from Borrower’s comprehensive all risk insurance policy or business income insurance coverage required under subsections (i) and (iii) above, Borrower shall obtain an endorsement to such policy, or a separate policy from an insurance provider which meets the requirements set forth in Section 5.1.2 below or is otherwise satisfactory to Lender, insuring against all such excluded acts or events in the amounts required for such coverage under subsections (i) and (iii) above, or such lesser amount as may be approved by Lender in its sole discretion. The endorsement or policy shall be in form and

substance reasonably satisfactory to Lender and shall meet Rating Agency criteria for securitized loans.

(xi) upon sixty (60) days' notice, such other reasonable insurance and in such reasonable amounts as Lender from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against for property similar to the Property located in or around the region in which the Property is located.

(b) All insurance provided for in Section 5.1.1(a) shall be obtained under valid and enforceable policies (collectively, the "**Policies**" or, in the singular, the "**Policy**") and, to the extent not specified above, shall be subject to the approval of Lender as to deductibles, loss payees and insureds. Not less than fifteen (15) days prior to the expiration dates of the Policies theretofore furnished to Lender, certificates of insurance evidencing the Policies accompanied by evidence satisfactory to Lender of payment of the premiums then due thereunder (the "**Insurance Premiums**"), shall be delivered by Borrower to Lender.

(c) Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of Section 5.1.1(a).

(d) All Policies of insurance provided for or contemplated by Section 5.1.1(a) shall be primary coverage and, except for the Policy referenced in Section 5.1.1(a)(v), shall name Borrower as the insured and Lender and its successors and/or assigns as the additional insured, as its interests may appear, and in the case of property damage, boiler and machinery, flood, earthquake and terrorism insurance, shall contain a so-called New York standard non contributing mortgagee clause in favor of Lender providing that the loss thereunder shall be payable to Lender. Borrower shall not procure or permit any of its constituent entities to procure any other insurance coverage which would be on the same level of payment as the Policies or would adversely impact in any way the ability of Lender or Borrower to collect any proceeds under any of the Policies.

(e) All Policies of insurance provided for in Section 5.1.1(a), except for the Policies referenced in Sections 5.1.1(a)(v) and (a)(viii), shall contain clauses or endorsements to the effect that:

(i) no act or negligence of Borrower, or anyone acting for Borrower, or of any Tenant or other occupant, or failure to comply with the provisions of any Policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Lender is concerned;

(ii) the Policy shall not be canceled or permitted to lapse without at least thirty (30) days' written notice to Lender and any other party named therein as an additional insured and, shall not be materially changed (other than to increase the coverage provided thereby) without such a thirty (30) day notice; and

(iii) Lender shall not be liable for any Insurance Premiums thereon or subject to any assessments thereunder.

(f) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including, without limitation, the obtaining of such insurance coverage as Lender in its sole discretion deems appropriate and all premiums incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Lender upon demand and until paid shall be secured by the Mortgage and shall bear interest at the Default Rate.

(g) In the event of foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Debt, all right, title and interest of Borrower in and to the Policies that are not blanket Policies then in force concerning the Property and all proceeds payable thereunder shall upon transfer of title to the Property vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

**5.1.2 Insurance Company.** All Policies, excluding “flood hazard” and “earthquake” Policies provided for in Section 5.1.1(a)(i) hereof, shall be issued by financially sound and responsible insurance companies authorized to do business in the state in which the Property is located and having a claims paying ability rating of “A” or better by S&P and the equivalent rating by one of the other Rating Agencies.

#### **Section 5.2 Casualty and Condemnation.**

**5.2.1 Casualty.** If the Property shall sustain a Casualty, Borrower shall give prompt notice of such Casualty to Lender and shall promptly commence and diligently prosecute to completion the repair and restoration of the Property as nearly as possible to the condition the Property was in immediately prior to such Casualty (a “**Restoration**”) and otherwise in accordance with Section 5.3, it being understood, however, that Borrower shall not be obligated to restore the Property to the precise condition of the Property prior to such Casualty provided the Property is restored, to the extent practicable, to be of at least equal value and of substantially the same character as prior to the Casualty. Borrower shall pay all costs of such Restoration whether or not such costs are covered by insurance. Lender may, but shall not be obligated to, make proof of loss if not made promptly by Borrower. In the event of a Casualty where the loss does not exceed the Restoration Threshold, Borrower may settle and adjust such claim; provided that (a) no Event of Default has occurred and is continuing and (b) such adjustment is carried out in a commercially reasonable and timely manner. In the event of a Casualty where the loss exceeds the Restoration Threshold or if an Event of Default then exists, Borrower may settle and adjust such claim only with the prior written consent of Lender (which consent shall not be unreasonably withheld or delayed) and Lender shall have the opportunity to participate, at Borrower’s cost, in any such adjustments. Notwithstanding any Casualty, Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Agreement.

**5.2.2 Condemnation.** Borrower shall give Lender prompt notice of any actual or threatened Condemnation by any Governmental Authority of all or any part of the Property and shall deliver to Lender a copy of any and all papers served in connection with such proceedings. Borrower may settle and compromise the Condemnation only with prior written the consent of Lender (which consent shall not be unreasonably withheld or delayed) and Lender shall have the opportunity to participate, at Borrower's cost, in any litigation and settlement discussions in respect thereof and Borrower shall from time to time deliver to Lender all instruments requested by Lender to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Lender, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings following an Event of Default that remains uncured. Lender is hereby irrevocably appointed as Borrower's attorney-in-fact, coupled with an interest, with exclusive power to collect, receive and retain any Award and to make any compromise or settlement in connection with any such Condemnation. Notwithstanding any Condemnation, Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Agreement. Lender shall not be limited to the interest paid on the Award by any Governmental Authority but shall be entitled to receive out of the Award interest at the rate or rates provided herein or in the Note. If the Property or any portion thereof is taken by any Governmental Authority, Borrower shall promptly commence and diligently prosecute the Restoration of the Property and otherwise comply with the provisions of Section 5.3. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the Award, Lender shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive the Award, or a portion thereof sufficient to pay the Debt.

**5.2.3 Casualty Proceeds.** Notwithstanding the last sentence of Section 5.1.1(a)(iii) and provided no Event of Default then exists hereunder, proceeds received by Lender on account of the business interruption insurance specified in Section 5.1.1(a)(iii) above with respect to any Casualty shall be deposited by Lender directly into the Lockbox Account (as defined in the Cash Management Agreement) but (a) only to the extent it reflects a replacement for lost Rents that would have been due under Leases existing on the date of such Casualty, and (b) only to the extent necessary to fully make the disbursements required by Sections 3.3(a)(i) through (vi) of the Cash Management Agreement. All other such proceeds shall be held by Lender and disbursed in accordance with Section 5.3 hereof.

**Section 5.3 Delivery of Net Proceeds.**

**5.3.1 Minor Casualty or Condemnation.** If a Casualty or Condemnation has occurred to the Property and the Net Proceeds shall be less than the Restoration Threshold and the costs of completing the Restoration shall be less than the Restoration Threshold, and provided (a) no Event of Default shall have occurred and remain uncured and (b) the Casualty or Condemnation shall have occurred prior to the Maturity Date, the Net Proceeds will be promptly disbursed by Lender to Borrower. Promptly after receipt of the Net Proceeds, Borrower shall commence and satisfactorily complete with due diligence the Restoration in accordance with the terms of this Agreement. If any Net Proceeds are received by Borrower and may be retained by Borrower pursuant to the terms hereof, such Net Proceeds shall, until completion of the Restoration, be held in trust for Lender and shall be segregated from other funds of Borrower to be used to pay for the cost of Restoration in accordance with the terms hereof.

**5.3.2 Major Casualty or Condemnation** (a) If a Casualty or Condemnation has occurred to the Property and the Net Proceeds are equal to or greater than the Restoration Threshold or the costs of completing the Restoration is equal to or greater than the Restoration Threshold, Lender shall make the Net Proceeds available for the Restoration, provided that each of the following conditions are met:

- (i) no Event of Default shall have occurred and be continuing;
- (ii) (A) in the event the Net Proceeds are insurance proceeds, less than thirty-five percent (35%) of the total floor area of the Improvements at the Property has been damaged, destroyed or rendered unusable as a result of such Casualty or (B) in the event the Net Proceeds are an Award, less than fifteen percent (15%) of the land constituting the Property is taken, and such land is located along the perimeter or periphery of the Property, and no portion of the Improvements is the subject of the Condemnation;
- (iii) Leases requiring payment of annual rent equal to sixty-five percent (65%) of the Gross Income from Operations received by Borrower during the twelve (12) month period immediately preceding the Casualty or Condemnation and all Major Leases shall remain in full force and effect during and after the completion of the Restoration without abatement of rent beyond the time required for Restoration, notwithstanding the occurrence of such Casualty or Condemnation;
- (iv) Borrower shall commence the Restoration as soon as reasonably practicable (but in no event later than sixty (60) days after such Casualty or Condemnation, whichever the case may be, occurs) and shall diligently pursue the same to satisfactory completion;
- (v) Lender shall be satisfied that any operating deficits and all payments of interest under the Note will be paid during the period required for Restoration from (A) the Net Proceeds, or (B) other funds of Borrower;
- (vi) Lender shall be satisfied that the Restoration will be completed on or before the earliest to occur of (A) the date six (6) months prior to the Maturity Date, (B) the earliest date required for such completion under the terms of any Major Lease, (C) such time as may be required under applicable Legal Requirements in order to repair and restore the Property to the condition it was in immediately prior to such Casualty or to as nearly as possible the condition it was in immediately prior to such Condemnation, as applicable or (D) the expiration of the insurance coverage referred to in Section 5.1.1(a)(iii);
- (vii) the Property and the use thereof after the Restoration will be in compliance with and permitted under all applicable Legal Requirements;
- (viii) the Restoration shall be done and completed by Borrower in an expeditious and diligent fashion and in compliance with all applicable Legal Requirements;

(ix) such Casualty or Condemnation, as applicable, does not result in the loss of legal access to the Property or the related Improvements;

(x) all Operating Agreements shall remain in full force and effect; and

(xi) After giving effect to such Restoration, the Debt Service Coverage Ratio for the Property shall be equal to the greater of (i) the Debt Service Coverage Ratio for the twelve (12) full calendar months immediately preceding the Closing Date, and (ii) the Debt Service Coverage Ratio for the Property for the twelve (12) full calendar months immediately preceding the Casualty or Condemnation of the Property.

(b) The Net Proceeds shall be paid directly to Lender and held by Lender in an interest-bearing account, which interest shall accrue for Borrower's benefit, and, until disbursed in accordance with the provisions of this Section 5.3.2, shall constitute additional security for the Debt. The Net Proceeds (including all interest earned thereon) shall be disbursed by Lender to, or as directed by, Borrower from time to time during the course of the Restoration, upon receipt of evidence reasonably satisfactory to Lender that (i) all requirements set forth in Section 5.3.2(a) have been satisfied, (ii) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested disbursement) in connection with the Restoration have been paid for in full, and (iii) there exist no notices of pendency, stop orders, mechanic's or materialman's liens or notices of intention to file same, or any other liens or encumbrances of any nature whatsoever on the Property arising out of the Restoration which have not either been fully bonded to the satisfaction of Lender and discharged of record or in the alternative fully insured to the satisfaction of Lender by the title company issuing the Title Insurance Policy.

(c) All plans and specifications required in connection with the Restoration shall be subject to prior reasonable approval of Lender and an independent architect reasonably selected by Lender (the "**Casualty Consultant**"). The plans and specifications shall require that the Restoration be completed in a first-class workmanlike manner at least equivalent to the quality and character of the original work in the Improvements (provided, however, that in the case of a partial Condemnation, the Restoration shall be done to the extent reasonably practicable after taking into account the consequences of such partial Condemnation), so that upon completion thereof, the Property shall be at least equal in value and general utility to the Property prior to the damage or destruction; it being understood, however, that Borrower shall not be obligated to restore the Property to the precise condition of the Property prior to such Casualty provided the Property is restored, to the extent practicable, to be of at least equal value and of substantially the same character as prior to the Casualty. Borrower shall restore all Improvements such that when they are fully restored and/or repaired, such Improvements and their contemplated use fully comply with all applicable material Legal Requirements. The identity of the contractors, subcontractors and materialmen engaged in the Restoration, as well as the contracts under which they have been engaged, shall be subject to reasonable approval by Lender and the Casualty Consultant. All costs and expenses incurred by Lender in connection with recovering, holding and advancing the Net Proceeds for the Restoration including, without limitation, reasonable attorneys' fees and disbursements and the Casualty Consultant's fees and disbursements, shall be paid by Borrower.

(d) In no event shall Lender be obligated to make disbursements of the Net Proceeds in excess of an amount equal to the costs actually incurred from time to time for work in place as part of the Restoration, as certified by the Casualty Consultant, less the Casualty Retainage. The term "**Casualty Retainage**" shall mean, as to each contractor, subcontractor or materialman engaged in the Restoration, an amount equal to ten percent (10%) of the costs actually incurred for work in place as part of the Restoration, as certified by the Casualty Consultant, until the Restoration has been completed. The Casualty Retainage shall in no event, and notwithstanding anything to the contrary set forth above in this Section 5.3.2(d), be less than the amount actually held back by Borrower from contractors, subcontractors and materialmen engaged in the Restoration. The Casualty Retainage shall not be released until the Casualty Consultant certifies to Lender that the Restoration has been completed in accordance with the provisions of this Section 5.3.2(d) and that all approvals necessary for the re-occupancy and use of the Property have been obtained from all appropriate Governmental Authorities, and Lender receives evidence satisfactory to Lender that the costs of the Restoration have been paid in full or will be paid in full out of the Casualty Retainage; provided, however, that Lender will release the portion of the Casualty Retainage being held with respect to any contractor, subcontractor or materialman engaged in the Restoration as of the date upon which the Casualty Consultant certifies to Lender that the contractor, subcontractor or materialman has satisfactorily completed all work and has supplied all materials in accordance with the provisions of the contractor's, subcontractor's or materialman's contract, the contractor, subcontractor or materialman delivers the lien waivers and evidence of payment in full of all sums due to the contractor, subcontractor or materialman as may be reasonably requested by Lender or by the title company issuing the Title Insurance Policy, and Lender receives an endorsement to the Title Insurance Policy insuring the continued priority of the lien of the Mortgage and evidence of payment of any premium payable for such endorsement. If required by Lender, the release of any such portion of the Casualty Retainage shall be approved by the surety company, if any, which has issued a payment or performance bond with respect to the contractor, subcontractor or materialman.

(e) Lender shall not be obligated to make disbursements of the Net Proceeds more frequently than once every calendar month.

(f) If at any time the Net Proceeds or the undisbursed balance thereof shall not, in the opinion of Lender in consultation with the Casualty Consultant, be sufficient to pay in full the balance of the costs which are estimated by the Casualty Consultant to be incurred in connection with the completion of the Restoration, Borrower shall deposit the deficiency (the "**Net Proceeds Deficiency**") with Lender before any further disbursement of the Net Proceeds shall be made. The Net Proceeds Deficiency deposited with Lender shall be held by Lender and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this Section 5.3.2 shall constitute additional security for the Debt.

(g) The excess, if any, of the Net Proceeds and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Lender after the Casualty Consultant certifies to Lender that the Restoration has been completed in accordance with the provisions of this Section 5.3.2, and the receipt by Lender of evidence satisfactory to Lender that all costs incurred in connection with the Restoration have been paid in full, shall be remitted by Lender to Borrower, provided no Event of Default shall have occurred and shall be continuing under any of

the Loan Documents; provided, however, the amount of such excess returned to Borrower in the case of a Condemnation shall not exceed the amount of Net Proceeds Deficiency deposited by Borrower with the balance being applied to the Debt in the manner provided for in subsection 5.3.2(h).

(h) All Net Proceeds not required (i) to be made available for the Restoration or (ii) to be returned to Borrower as excess Net Proceeds pursuant to Section 5.3.2(g) may be retained and applied by Lender toward the payment of the Debt, whether or not then due and payable, in such order, priority and proportions as Lender in its sole discretion shall deem proper, or, at the discretion of Lender, the same may be paid, either in whole or in part, to Borrower for such purposes as Lender shall designate, without prepayment premium or other penalty.

## **VI. RESERVE FUNDS**

### **Section 6.1 Required Repair Funds.**

**6.1.1 Deposit of Required Repair Funds.** Borrower shall perform the repairs at the Property as set forth on Schedule II hereto (such repairs hereinafter referred to as "**Required Repairs**") and shall complete each of the Required Repairs on or before the respective deadline for each repair as set forth on Schedule II. On the Closing Date, Borrower shall deposit with Lender the amount that is one hundred and twenty-five percent (125%) of the cost to perform such Required Repairs as set forth on Schedule II hereto to perform the Required Repairs. Amounts deposited pursuant to this Section 6.1.1 are referred to herein as the "**Required Repair Funds**."

**6.1.2 Release of Required Repair Funds.** With respect to any item of Required Repairs which has been completed, Lender shall disburse, or cause to be disbursed, to Borrower the Required Repair Funds upon satisfaction by Borrower of each of the following conditions: (a) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the Required Repairs to be paid, (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall exist and remain uncured, (c) Lender shall have received a certificate from Borrower (i) stating that all Required Repairs to be funded by the requested disbursement have been completed in a good and workmanlike manner and in accordance with all applicable Legal Requirements, such certificate to be accompanied by a copy of any license, permit or other approval by any Governmental Authority, if any, required in connection with the Required Repairs, (ii) identifying each Person that supplied materials or labor in connection with the Required Repairs to be funded by the requested disbursement, and (iii) stating that each such Person has been paid in full or will be paid in full upon such disbursement, such certificate to be accompanied by lien waivers or other evidence of payment satisfactory to Lender, (d) at Lender's option, a title search for the Property indicating that the Property is free from all liens, claims and other encumbrances not previously approved by Lender, (e) at Lender's option, if the cost of the Required Repairs exceeds Twenty-Five Thousand and No/100 Dollars (\$25,000.00), Lender shall have received a report satisfactory to Lender in its reasonable discretion from an architect or engineer approved by Lender in respect of such architect or engineer's inspection of the required repairs, and (f) Lender shall have received such other evidence as Lender shall reasonably request that the Required Repairs to be



funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower. Lender shall not be required to disburse Required Repair Funds more frequently than once each calendar month, and the requested disbursement must be at least in an amount equal to the Minimum Disbursement Amount (or a lesser amount if the total Required Repair Funds is less than the Minimum Disbursement Amount, in which case only one disbursement of the amount remaining in the account shall be made). Lender shall have the right, but not the obligation, to make any of the Required Repairs in the event Borrower fails to perform same in accordance with [Section 6.1.1](#).

#### **Section 6.2 Tax Funds.**

**6.2.1 Deposits of Tax Funds.** On the Closing Date, Borrower shall deposit with Lender the amount of Twenty Nine Thousand Eight Hundred Forty Five and 90/100 Dollars (\$29,845.90) and there shall be deposited to the appropriate Accounts on each Monthly Payment Date an amount equal to one-twelfth of the Taxes that Lender estimates will be payable during the next ensuing twelve (12) months in order to accumulate sufficient funds to pay all such Taxes at least ten (10) days prior to their respective due dates. Amounts deposited pursuant to this [Section 6.2.1](#) are referred to herein as the "**Tax Funds**." If at any time Lender reasonably determines that the Tax Funds will not be sufficient to pay the Taxes, Lender shall notify Borrower of such determination and the monthly deposits for Taxes shall be increased by the amount that Lender estimates is sufficient to make up the deficiency at least ten (10) days prior to the respective delinquent dates for the Taxes; provided that if Borrower receives notice of any deficiency after the date that is ten (10) days prior to the date that Taxes are due, Borrower will deposit such amount within two (2) Business Days after its receipt of such notice.

**6.2.2 Release of Tax Funds.** Unless an Event of Default has occurred and is continuing, Lender shall apply the Tax Funds to payments of Taxes. In making any payment relating to Taxes, Lender may do so according to any bill, statement or estimate procured from the appropriate public office (with respect to Taxes) without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. If the amount of the Tax Funds shall exceed the amounts due for Taxes, Lender shall, in its sole discretion, return any excess to Borrower or credit such excess against future payments to be made to the Tax Funds. Any Tax Funds remaining after the Debt has been paid in full shall be returned to Borrower.

#### **Section 6.3 Insurance Funds.**

**6.3.1 Deposits of Insurance Funds.** On the Closing Date, Borrower shall deposit with Lender the amount of Five Thousand Seven Hundred Thirty and No/100 Dollars (\$5,730.00) and there shall be deposited to the appropriate Accounts on each Monthly Payment Date an amount equal to one-twelfth of the Insurance Premiums that Lender estimates will be payable for the renewal of the coverage afforded by the Policies upon the expiration thereof in order to accumulate sufficient funds to pay all such Insurance Premiums at least thirty (30) days prior to the expiration of the Policies. Amounts deposited pursuant to this [Section 6.3.1](#) are referred to herein as the "**Insurance Funds**". If at any time Lender reasonably determines that the Insurance Funds will not be sufficient to pay the Insurance Premiums, Lender shall notify Borrower of such determination and the monthly deposits for Insurance Premiums shall be

increased by the amount that Lender estimates is sufficient to make up the deficiency at least thirty (30) days prior to expiration of the Policies.

**6.3.2 Release of Insurance Funds.** Unless an Event of Default has occurred and is continuing, Lender shall apply the Insurance Funds to payment of Insurance Premiums. In making any payment relating to Insurance Premiums, Lender may do so according to any bill, statement or estimate procured from the insurer or its agent, without inquiry into the accuracy of such bill, statement or estimate. If the amount of the Insurance Funds shall exceed the amounts due for Insurance Premiums, Lender shall return any excess to Borrower. Any Insurance Funds remaining after the Debt has been paid in full shall be returned to Borrower.

**Section 6.4 Capital Expenditure Funds.**

**6.4.1 Deposits of Capital Expenditure Funds.** On the Closing Date, Borrower shall deposit with Lender the amount of Two Thousand Five Hundred Fourteen and 16/100 Dollars (\$2,514.16) and there shall be deposited to the appropriate Accounts on each Monthly Payment Date, an amount equal to Two Thousand Five Hundred Fourteen and 16/100 Dollars (\$2,514.16) for annual Capital Expenditures approved by Lender, which approval shall not be unreasonably withheld or delayed; provided, however, Borrower shall have no obligation to make deposits under this Section 6.4.1 during any month in which the amount then on deposit in the appropriate Account is greater than or equal to \$250,000. Amounts deposited pursuant to this Section 6.4.1 are referred to herein as the "**Capital Expenditure Funds.**" Lender may reassess its estimate of the amount necessary for capital expenditures from time to time and, and may require Borrower to increase the monthly deposits required pursuant to this Section 6.4.1 upon thirty (30) days notice to Borrower if Lender determines in its reasonable discretion that an increase is necessary to maintain proper operation of the Property.

**6.4.2 Release of Capital Expenditure Funds.**

(a) Lender shall disburse, or cause to be disbursed, Capital Expenditure Funds only for Capital Expenditures.

(b) Lender shall disburse, or cause to be disbursed, to Borrower the Capital Expenditure Funds upon satisfaction by Borrower of each of the following conditions:

(i) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the Capital Expenditures to be paid, (ii) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall exist and remain uncured, (iii) Lender shall have received a certificate from Borrower (A) stating that the items to be funded by the requested disbursement are Capital Expenditures, (B) stating that all Capital Expenditures at the Property to be funded by the requested disbursement have been completed in a good and workmanlike manner and in accordance with all applicable Legal Requirements, such certificate to be accompanied by a copy of any license, permit or other approval required by any Governmental Authority, if any, in connection with the Capital Expenditures, (C) identifying each Person that supplied materials or labor in connection with the Capital Expenditures to be funded by the requested disbursement, and (D) stating that each such Person has been paid in full or will be paid in full upon such disbursement, such certificate to be accompanied by lien waivers or other evidence of payment

satisfactory to Lender, (iv) at Lender's option, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender, (v) at Lender's option, if the cost of any individual Capital Expenditure exceeds Twenty Five Thousand and No/100 Dollars (\$25,000.00), Lender shall have received a report satisfactory to Lender in its reasonable discretion from an architect or engineer approved by Lender in respect of such architect or engineer's inspection of the required repairs, and (vi) Lender shall have received such other evidence as Lender shall reasonably request that the Capital Expenditures at the Property to be funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower. Lender shall not be required to disburse Capital Expenditure Funds more frequently than once each calendar month, and each disbursement must be at least an amount greater than the Minimum Disbursement Amount (or a lesser amount if the total amount of Capital Expenditure Funds is less than the Minimum Disbursement Amount, in which case only one disbursement of the amount remaining in the account shall be made).

(c) Nothing in this Section 6.4.2 shall (i) make Lender responsible for making or completing the Capital Expenditures Work; (ii) require Lender to expend funds in addition to the Capital Expenditure Funds to complete any Capital Expenditures Work; (iii) obligate Lender to proceed with the Capital Expenditures Work; or (iv) obligate Lender to demand from Borrower additional sums to complete any Capital Expenditures Work.

(d) Borrower shall permit Lender and Lender's agents and representatives (including, without limitation, Lender's engineer, architect, or inspector) or third parties to enter onto the Property during normal business hours (subject to the rights of Tenants under their Leases) to inspect the progress of any Capital Expenditures Work and all materials being used in connection therewith and to examine all plans and shop drawings relating to such Capital Expenditures Work. Any such inspection shall be conducted in a manner designed to minimize interference with Tenants or Borrower's operation of the Property. Borrower shall cause all contractors and subcontractors to cooperate with Lender or Lender's representatives or such other Persons described above in connection with inspections described in this Section 6.4.2(d).

#### **Section 6.5 Rollover Funds.**

**6.5.1 Deposits of Rollover Funds.** On the Closing Date, Borrower shall deposit with Lender the amount of Thirty Two Thousand and No/00 Dollars (\$32,000.00) and there shall be deposited to the appropriate Account on each Monthly Payment Date the sum of Thirty Two Thousand and No/00 Dollars (\$32,000.00), for tenant improvements and leasing commissions, lease cancellation fees, buy-out fees or a similar cost that may be incurred following the date hereof; provided, however, Borrower shall have no obligation to make deposits under this Section 6.5.1 during any month in which the amount then on deposit in the appropriate Account is greater than or equal to \$500,000. Amounts deposited pursuant to this Section 6.5.1 are referred to herein as the "**Rollover Funds**."

**6.5.2 Release of Rollover Funds.** Lender shall disburse, or cause to be disbursed, to Borrower the Rollover Funds upon satisfaction by Borrower of each of the following conditions: (a) Borrower shall submit a request for payment to Lender at least ten (10) days prior to the date on which Borrower requests such payment be made and specifies the tenant

improvement costs and leasing commissions to be paid, (b) on the date such request is received by Lender and on the date such payment is to be made, no Event of Default shall exist and remain uncured, (c) subject to Section 4.1.9 hereof, Lender shall have reviewed and approved the Lease in respect of which Borrower is obligated to pay or reimburse certain tenant improvement costs and leasing commissions (to the extent approval is required pursuant to Section 4.1.9 hereof), (d) Lender shall have received and approved a budget for tenant improvement costs and a schedule of leasing commissions payments and the requested disbursement will be used to pay all or a portion of such costs and payments, (e) Lender shall have received a certificate from Borrower (i) stating that all tenant improvements at the Property to be funded by the requested disbursement have been completed in good and workmanlike manner and in accordance with all applicable federal, state and local laws, rules and regulations, such certificate to be accompanied by a copy of any license, permit or other approval by any Governmental Authority required in connection with the Capital Expenditures, (ii) identifying each Person that supplied materials or labor in connection with the tenant improvements to be funded by the requested disbursement, and (iii) stating that each such Person has been paid in full or will be paid in full upon such disbursement, such certificate to be accompanied by lien waivers or other evidence of payment satisfactory to Lender, (f) at Lender's option, a title search for the Property indicating that the Property is free from all Liens, claims and other encumbrances not previously approved by Lender, (g) Lender shall have received an estoppel certificate from the applicable tenant stating that (i) all required work is complete and (ii) such tenant is in occupancy and paying full unabated rent or has taken possession of the demised premises, and (h) Lender shall have received such other evidence as Lender shall reasonably request that the tenant improvements at the Property to be funded by the requested disbursement have been completed and are paid for or will be paid upon such disbursement to Borrower. Lender shall not be required to disburse Rollover Funds more frequently than once each calendar month, and each disbursement must be in an amount greater than the Minimum Disbursement Amount (or a lesser amount if the total amount of Rollover Funds is less than the Minimum Disbursement Amount, in which case only one disbursement of the amount remaining in the account shall be made).

**Section 6.6 Intentionally Deleted.**

**Section 6.7 Security Interest in Reserve Funds.**

**6.7.1 Grant of Security Interest.** Borrower hereby pledges to Lender, and grants to Lender a security interest in, any and all monies now or hereafter deposited in the Reserve Funds as additional security for the payment of the Loan. The Reserve Funds shall be held in Lender's name and may be commingled with Lender's own funds at financial institutions selected by Lender in its sole discretion. Upon the occurrence of an Event of Default, Lender may apply any sums then present in the Reserve Funds to the payment of the Loan in any order in its sole discretion. Until expended or applied as above provided, the Reserve Funds shall constitute additional security for the Loan. Lender shall have no obligation to release any of the Reserve Funds while any Event of Default or Default then exists.

**6.7.2 Interest on Reserve Funds.** All interest or income earned on any and all funds on deposit in any of the Reserve Funds shall be accumulated for the benefit of Borrower.

**6.7.3 Prohibition Against Further Encumbrance.** Borrower shall not, without the prior consent of Lender, further pledge, assign or grant any security interest in the Reserve Funds or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any UCC-1 Financing Statements, except those naming Lender as the secured party, to be filed with respect thereto.

## **VII. PROPERTY MANAGEMENT SECTION**

### **Section 7.1 The Management Agreement.**

Borrower shall cause Manager to manage the Property in accordance with the Management Agreement. Borrower shall (a) diligently perform and observe all of the terms, covenants and conditions of the Management Agreement on the part of Borrower to be performed and observed, (b) promptly notify Lender of any notice to Borrower of any default that has occurred and is continuing beyond expiration of applicable cure periods by Borrower in the performance or observance of any of the terms, covenants or conditions of the Management Agreement on the part of Borrower to be performed and observed, and (c) promptly deliver to Lender a copy of each financial statement, business plan, capital expenditures plan, report and estimate received by it under the Management Agreement. If Borrower shall default beyond expiration of applicable cure periods in the performance or observance of any material term, covenant or condition of the Management Agreement on the part of Borrower to be performed or observed, then, without limiting Lender's other rights or remedies under this Agreement or the other Loan Documents, and without waiving or releasing Borrower from any of its obligations hereunder or under the Management Agreement, Lender shall have the right, but shall be under no obligation, to pay any sums and to perform any act as may be appropriate to cause all the material terms, covenants and conditions of the Management Agreement on the part of Borrower to be performed or observed.

### **Section 7.2 Prohibition Against Termination or Modification.**

Borrower shall not surrender, terminate, cancel, modify, renew, amend, or extend the Management Agreement, or enter into any other agreement relating to the management or operation of the Property with Manager or any other Person, or consent to the assignment by the Manager of its interest under the Management Agreement, in each case without the express written consent of Lender, which consent shall not be unreasonably withheld; provided, however, with respect to a new manager such consent may be conditioned upon Borrower delivering a Rating Agency Confirmation as to such new manager and management agreement and, if such new manager is an Affiliate of Borrower, upon delivery of a non-consolidation opinion acceptable to the Rating Agencies. If at any time Lender consents to the appointment of a new manager, such new manager and Borrower shall, as a condition of Lender's consent, execute a subordination of management agreement in the form then used by Lender. Notwithstanding the foregoing, Borrower shall have the right to terminate the Management Agreement and enter into a new management agreement upon terms reasonably acceptable to Lender with the Approved Property Manager; provided, however, Borrower shall (i) pay all of Lender's expenses in connection therewith, and (ii) enter into an Assignment of Management Agreement with Lender similar to that which Lender and Manager have entered into as of the date hereof.

### Section 7.3 Replacement of Manager.

Lender shall have the right to require Borrower to replace the Manager with a Person which is not an Affiliate of, but is chosen by, Borrower and approved by Lender upon the occurrence of any one or more of the following events: (a) at any time following the occurrence of an Event of Default, (b) if Manager shall be in default under the Management Agreement beyond any applicable notice and cure period and/or (c) if Manager becomes insolvent or is adjudicated bankrupt or if any petition for bankruptcy shall be filed against or consented to by Manager.

## VIII. TRANSFERS

### Section 8.1 Prohibited Transfer or Encumbrance of Property.

(a) Borrower shall not cause or permit a Sale or Pledge of the Property or any part thereof or any legal or beneficial interest therein nor permit a Sale or Pledge of an interest in any Restricted Party (in each case, a "**Prohibited Transfer**"), other than pursuant to Leases of space in the Improvements to Tenants in accordance with the provisions of Section 4.1.9, without the prior written consent of Lender.

(b) A Prohibited Transfer shall include, but not be limited to, (i) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments; (ii) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; (iii) if a Restricted Party is a corporation, any merger, consolidation or Sale or Pledge of such corporation's stock or the creation or issuance of new stock in one or a series of transactions; (iv) if a Restricted Party is a limited or general partnership or joint venture, any merger or consolidation or the change, removal, resignation or addition of a general partner or the Sale or Pledge of the partnership interest of any general or limited partner or any profits or proceeds relating to such partnership interests or the creation or issuance of new partnership interests; (v) if a Restricted Party is a limited liability company, any merger or consolidation or the change, removal, resignation or addition of a managing member or non-member manager (or if no managing member, any member) or the Sale or Pledge of the membership interest of any member or any profits or proceeds relating to such membership interest; (vi) if a Restricted Party is a trust or nominee trust, any merger, consolidation or the Sale or Pledge of the legal or beneficial interest in a Restricted Party or the creation or issuance of new legal or beneficial interests; or (vii) the removal or the resignation of the Manager (including, without limitation, an Affiliated Manager) other than in accordance with Article VII.

(c) Notwithstanding the provisions of Section 8.1(b), the following transfers shall not be deemed to be a Prohibited Transfer: (i) a transfer by devise or descent or by operation of law upon the death of a member, partner or shareholder of a Restricted Party; (ii) the Sale or Pledge, in one or a series of transactions, of not more than forty-nine percent (49%) of the stock, limited partnership interests or non-managing membership interests (as the case may be) in a Restricted Party; provided, however, no such transfers shall result in a change in Control in the Restricted Party or change in control of the Property, and as a condition to each

such transfer, Lender shall receive not less than twenty (20) days prior written notice of such proposed transfer, (iii) the sale, transfer, cancellation or issuance of stock or other securities of Cedar Shopping Centers, Inc., a Maryland corporation, provided such stock or other securities are listed on the New York Stock Exchange or such other nationally recognized stock exchange, (iv) transfers of direct or indirect membership interests in Borrower between any then existing I&G Fund to another I&G Fund, provided that (A) Borrower shall maintain its status as a single purpose, bankruptcy remote entity under criteria established by the Rating Agencies, (B) if after giving effect to such transfer and all prior transfers, more than forty-nine percent (49%) in the aggregate of direct or indirect interests in Borrower are owned by any Person and its Affiliates that owned less than a forty nine percent (49%) direct or indirect interest in Borrower as of the Closing Date, Lender shall receive a non consolidation opinion acceptable to Lender and the Rating Agencies, (v) from and after a transfer pursuant to Sections 8.2.2(a) or (b), transfers amongst the then existing members of Cedar-Franklin Village 2 LLC of their direct membership interests in Cedar-Franklin Village 2 LLC, provided that (A) Borrower shall maintain its status as a single purpose, bankruptcy remote entity under criteria established by the Rating Agencies, (B) if after giving effect to such transfer and all prior transfers, more than forty-nine percent (49%) in the aggregate of direct or indirect interests in Borrower are owned by any Person and its Affiliates that owned less than a forty nine percent (49%) direct or indirect interest in Borrower as of the Closing Date, Lender shall receive a non consolidation opinion acceptable to Lender and the Rating Agencies and (vi) transfers of interests in the I&G Funds by investors in such I&G Funds.

(d) Lender reserves the right to condition the consent to a Prohibited Transfer requested hereunder upon (a) a modification of the terms hereof and on assumption of the Note and the other Loan Documents as so modified by the proposed Prohibited Transfer, (b) receipt of payment of a transfer fee equal to 0.5% of the outstanding principal balance of the Loan and all of Lender's expenses actually incurred in connection with such Prohibited Transfer, (c) receipt of Rating Agency Confirmation with respect to the transfer, (d) the proposed transferee's continued compliance with the covenants set forth in this Agreement (including, without limitation, the covenants in Section 3.1.24) and the other Loan Documents, (e) a new manager for the Property and a new management agreement satisfactory to Lender, (f) a new guaranty(ies) and environmental indemnity, substantially in the form of the Guaranty, Supplemental Guaranty, and Environmental Indemnity delivered contemporaneously with this Agreement, from guarantor(s) and indemnitor(s) satisfactory to Lender, and (g) the satisfaction of such other conditions and/or legal opinions as Lender shall determine in its sole discretion to be in the interest of Lender. All expenses incurred by Lender shall be payable by Borrower whether or not Lender consents to the Prohibited Transfer. Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon a Prohibited Transfer made without Lender's consent. This provision shall apply to each and every Prohibited Transfer, whether or not Lender has consented to any previous Prohibited Transfer. Notwithstanding anything to the contrary contained in this Section 8.1(d), in the event a substantive non-consolidation opinion was delivered to Lender and the Rating Agencies in connection with the closing of the Loan, and if any Prohibited Transfer results in any Person and its Affiliates owning in excess of forty-nine percent (49%) of the ownership interests in a Restricted Party, Borrower shall, prior to such transfer, and in addition to any other requirement for Lender consent contained herein, deliver a revised substantive

non-consolidation opinion to Lender reflecting such Prohibited Transfer, which opinion shall be in form, scope and substance acceptable in all respects to Lender and the Rating Agencies.

## **Section 8.2 Permitted Transfers**

### **8.2.1 Permitted Transfer of the Property**

(a) Notwithstanding the provisions of Section 8.1, Borrower shall have a one-time right to sell or otherwise transfer the Property while the Loan or any portion thereof is outstanding, subject to the satisfaction of the following conditions:

(i) no Event of Default shall have occurred and remain uncured;

(ii) the proposed transferee ("**Transferee**") shall be a Permitted Transferee and shall be a reputable entity or person of good character, creditworthy, with sufficient financial worth considering the obligations assumed and undertaken, as evidenced by financial statements and other information reasonably requested by Lender;

(iii) the Transferee and its property manager shall have sufficient experience in the ownership and management of properties similar to the Property, and Lender shall be provided with reasonable evidence thereof (and Lender reserves the right to approve the Transferee without approving the substitution of the property manager);

(iv) Lender shall have received Rating Agency Confirmation with respect to the transfer;

(v) Lender shall have received evidence satisfactory to it (which shall include a legal non-consolidation opinion acceptable to Lender) that the single purpose nature and bankruptcy remoteness of Borrower its shareholders, partners, or members, as the case may be, following such transfer are in accordance with the standards of the Rating Agencies;

(vi) the Transferee shall have executed and delivered to Lender an assumption agreement in form and substance acceptable to Lender, evidencing such Transferee's agreement to abide and be bound by the terms of the Note, the Mortgage and the other Loan Documents, together with such legal opinions and Title Insurance endorsements as may be reasonably requested by Lender; and

(vii) Lender shall have received on or prior to the date of the sale or transfer (A) an assumption fee equal to one-half of one percent (0.50%) of the then unpaid principal balance of the Note, (B) a rating confirmation fee for each of the Rating Agencies delivering a Rating Agency Confirmation pursuant to clause (iv) above, which confirmation fees shall be equal to the then customary fees charged by each applicable Rating Agency for such a confirmation and (C) the payment of all costs and expenses actually incurred by Lender and the Rating Agencies in connection with such assumption (including reasonable attorneys' fees and costs).

(viii) the Transferee shall comply with the provisions of Section 3.1.38 hereof.



### **8.2.2 Permitted Transfer of Interest in Borrower**

(a) Notwithstanding the provisions of Section 8.1, Borrower and the holder of any direct or indirect owner of ownership interest in Borrower shall have the right to transfer of not more than an aggregate of 80% of the direct or indirect ownership interests in the Borrower to a Qualified Transferee, provided that (i) no Event of Default shall have occurred and be continuing, (ii) Borrower shall pay all out-of-pocket fees and expenses actually incurred by Lender in connection with such Transfer including, without limitation, the cost of any third party reports, reasonable legal fees and expenses, or required legal opinions, (iii) Lender shall have received thirty (30) days advance written notice from Borrower of such Transfer, (iv) Lender shall have received such documents, certificates and legal opinions as it may reasonably request, (v) if after giving effect to such Transfer and all prior transfers, more than forty-nine percent (49%) in the aggregate of direct or indirect interests in Borrower are owned by any Person and its Affiliates that owned less than a forty nine percent (49%) direct or indirect interest in Borrower as of the Closing Date, Lender shall receive a non consolidation opinion acceptable to Lender and the Rating Agencies (vi) Borrower shall maintain its status as a single purpose, bankruptcy remote entity under criteria established by the Rating Agencies, (vii) if after giving effect to such transfer and all prior transfers, more than forty-nine percent (49%) in the aggregate of direct or indirect interests in Borrower are proposed to be transferred, Lender shall have received a Rating Agency Confirmation, (viii) the Transferee shall comply with the provisions of Section 3.1.38 hereof and (ix) the Property is managed by an Approved Property Manager.

(b) Notwithstanding the provisions of Section 8.1, Borrower and the holder of any direct or indirect owner of ownership interest in Borrower shall have the right to transfer of not more than an aggregate of 80% of the direct or indirect ownership interests in the Borrower to one or more of the I&G Funds, provided that (i) no Event of Default shall have occurred and be continuing, (ii) Borrower shall pay all out-of-pocket fees and expenses actually incurred by Lender in connection with such Transfer including, without limitation, the cost of any third party reports, reasonable legal fees and expenses, or required legal opinions, (iii) Lender shall have received thirty (30) days advance written notice from Borrower of such Transfer, (iv) Lender shall have received such documents, certificates and legal opinions as it may reasonably request, (v) if after giving effect to such Transfer and all prior transfers, more than forty-nine percent (49%) in the aggregate of direct or indirect interests in Borrower are owned by any Person and its Affiliates that owned less than a forty nine percent (49%) direct or indirect interest in Borrower as of the Closing Date, Lender shall receive a non consolidation opinion acceptable to Lender and the Rating Agencies (vi) Borrower shall maintain its status as a single purpose, bankruptcy remote entity under criteria established by the Rating Agencies, (vii) the Transferee shall comply with the provisions of Section 3.1.38 hereof, (viii) Borrower provides an Officer's Certificate that as of the date of the transfer, the I&G Funds' net worth has not materially decreased since the date hereof and (ix) the Property is managed by an Approved Property Manager.

### **Section 8.3 Substitute Guarantor.**

Solely in connection with Transfers permitted pursuant to Sections 8.2.1, 8.1(c)(v) and 8.2.2, Borrower may substitute the Guarantor under the Guaranty, the Supplemental

Guaranty and the Environmental Indemnity (collectively, the "**Guaranties**") with another guarantor ("**Substitute Guarantor**") provided that: (i) such Substitute Guarantor satisfies the requirements of a Qualified Transferee as of the date of the proposed substitution and is otherwise acceptable to Lender in its sole discretion; and (ii) such Substitute Guarantor executes the Guaranties, in the form identical to Guaranties executed by Guarantor as of the Closing Date. Upon such substitution in accordance with the provisions of this Section 8.3 the former Guarantor shall be released from any liability or other obligation under each of the Guaranties.

## **IX. SALE AND SECURITIZATION OF MORTGAGE**

### **Section 9.1 Sale of Mortgage and Securitization.**

(a) Lender shall have the right (i) to sell or otherwise transfer the Loan or any portion thereof as a whole loan, (ii) to sell participation interests in the Loan or (iii) to securitize the Loan or any portion thereof in a single asset securitization or a pooled loan securitization. (The transactions referred to in clauses (i), (ii) and (iii) shall hereinafter be referred to collectively as "**Secondary Market Transactions**" and the transaction referred to in clause (iii) shall hereinafter be referred to as a "**Securitization.**" Any certificates, notes or other securities issued in connection with a Securitization are hereinafter referred to as "**Securities**").

(b) If requested by Lender, at not material cost to Borrower, Borrower shall assist Lender in satisfying the market standards to which Lender customarily adheres or which may be reasonably required in the marketplace or by the Rating Agencies in connection with any Secondary Market Transactions, including, without limitation, to:

(i) (A) provide updated financial and other information with respect to the Property, the business operated at the Property, Borrower and the Manager, (B) provide updated budgets relating to the Property and (C) provide updated appraisals, market studies, environmental reviews (Phase I's and, if appropriate, Phase II's), property condition reports and other due diligence investigations of the Property (the "**Updated Information**"), together, with appropriate verification of the Updated Information through letters of auditors or opinions of counsel acceptable to Lender and the Rating Agencies;

(ii) provide opinions of counsel, which may be relied upon by Lender, the Rating Agencies and their respective counsel, agents and representatives, as to non-consolidation or any other opinion customary in Secondary Market Transactions or required by the Rating Agencies with respect to the Property and Borrower and Affiliates, which counsel and opinions shall be reasonably satisfactory to Lender and the Rating Agencies;

(iii) provide updated, as of the closing date of the Secondary Market Transaction, representations and warranties made in the Loan Documents and such additional representations and warranties as the Rating Agencies may require;

(iv) execute such amendments to the Loan Documents and Borrower's organizational documents reasonably requested by Lender, including, without limitation,

amending the Monthly Payment Date, the execution of one or more replacement loan agreements, as may be requested by Lender or the Rating Agencies to effect the Securitization and/or deliver one or more new component notes to replace the original note or modify the original note to reflect multiple components of the Loan (and such new notes or modified note shall have the same initial weighted average coupon of the original note, but such new notes or modified note may change the interest rate, Monthly Payment Date and amortization of the Loan), and modify the Cash Management Agreement with respect to the newly created components such that the pricing and marketability of the Securities and the size of each class of Securities and the rating assigned to each such class by the Rating Agencies shall provide the most favorable rating levels and achieve the optimum rating levels for the Loan; provided, however, any such amendments or agreements will not result in an economic change in the Loan terms and will not materially alter the payment terms set forth in this Agreement or the other Loan Documents or materially and adversely affect Borrower or impose additional material obligations or liabilities upon Borrower; and

(v) attend management meetings and conduct tours of the Property.

**Section 9.2 Securitization Indemnification.**

(a) Borrower understands that information provided to Lender by Borrower and its agents, counsel and representatives may be included in disclosure documents in connection with the Securitization, including, without limitation, an offering circular, a prospectus, prospectus supplement, private placement memorandum or other offering document (each, a "**Disclosure Document**") and may also be included in filings with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), or the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), and may be made available to investors or prospective investors in the Securities, the Rating Agencies, and service providers relating to the Securitization.

(b) Borrower shall provide in connection with each of (i) a preliminary and a final private placement memorandum or (ii) a preliminary and final prospectus or prospectus supplement, as applicable, an agreement (A) certifying that Borrower has examined such Disclosure Documents specified by Lender and that each such Disclosure Document, as it relates to Borrower, Borrower Affiliates, the Property, Manager and all other aspects of the Loan, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, (B) indemnifying Lender (and for purposes of this **Section 9.2**, Lender hereunder shall include its officers and directors), the Affiliate of Lender that has filed the registration statement relating to the Securitization (the "**Registration Statement**"), each of its directors, each of its officers who have signed the Registration Statement and each Person that controls the Affiliate within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "**Lender Group**"), and Lender, and any other placement agent or underwriter with respect to the Securitization, each of their respective directors and each Person who controls Lender or any other placement agent or underwriter within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act (collectively, the "**Underwriter Group**") for any losses, claims, damages or liabilities (collectively, the

“**Liabilities**”) to which Lender, the Lender Group or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in such sections or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such sections or necessary in order to make the statements in such sections, in light of the circumstances under which they were made, not misleading and (C) agreeing to reimburse Lender, the Lender Group and/or the Underwriter Group for any legal or other expenses reasonably incurred by Lender, the Lender Group and the Underwriter Group in connection with investigating or defending the Liabilities; provided, however, that Borrower will be liable in any such case under clauses (B) or (C) above only to the extent that any such loss claim, damage or liability arises out of or is based upon any such untrue statement or omission made therein in reliance upon and in conformity with information furnished to Lender by or on behalf of Borrower in connection with the preparation of the Disclosure Document or in connection with the underwriting or closing of the Loan, including, without limitation, financial statements of Borrower, operating statements and rent rolls with respect to the Property. This indemnity agreement will be in addition to any liability which Borrower may otherwise have.

(c) In connection with Exchange Act Filings, Borrower shall (i) indemnify Lender, the Lender Group and the Underwriter Group for Liabilities to which Lender, the Lender Group or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Disclosure Document a material fact required to be stated in the Disclosure Document in order to make the statements in the Disclosure Document, in light of the circumstances under which they were made, not misleading and (ii) reimburse Lender, the Lender Group or the Underwriter Group for any reasonable legal or other expenses actually and reasonably incurred by Lender, the Lender Group or the Underwriter Group in connection with defending or investigating the Liabilities.

(d) Promptly after receipt by an indemnified party under this Section 9.2 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 9.2, notify the indemnifying party in writing of the commencement thereof, but the omission to so notify the indemnifying party will not relieve the indemnifying party from any liability which the indemnifying party may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the indemnifying party. In the event that any action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party. After notice from the indemnifying party to such indemnified party under this Section 9.2, such indemnified party shall pay for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there are any legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to

otherwise participate in the defense of such action on behalf of such indemnified party at the cost of the indemnifying party. The indemnifying party shall not be liable for the expenses of more than one separate counsel unless an indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or additional to those available to another indemnified party.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.2(b) or (c) is for any reason held to be unenforceable as to an indemnified party in respect of any losses, claims, damages or liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.2(b) or (c), the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages or liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) Lender's and Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. Lender and Borrower hereby agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

(f) The liabilities and obligations of both Borrower and Lender under this Section 9.2 shall survive the termination of this Agreement and the satisfaction and discharge of the Debt.

## **X. DEFAULTS**

### **Section 10.1 Event of Default.**

(a) Each of the following events shall constitute an event of default hereunder (an "**Event of Default**"):

(i) if (A) any monthly installment of interest due under the Note or the payment due on the Maturity Date is not paid within five (5) days of the date when due or (B) any other portion of the Debt is not paid when due and such non-payment in this Section 10.1(a)(i)(B) continues for five (5) days following notice to Borrower that the same is due and payable;

(ii) if any of the Taxes or Other Charges are not paid when due (except to the extent (A) Lender is obligated to disburse Tax Funds for the payment of Taxes pursuant to Section 6.2.2 hereof, (B) Lender has sufficient Tax Funds in the Tax Funds account for such payment to make such payment, (C) no other Event of Default shall have occurred and (D) Lender fails to make such payment of Taxes);

(iii) if the Policies are not kept in full force and effect provided, however, if Borrower has deposited sufficient funds into the Insurance Account (as defined in the

Cash Management Agreement) for the purchase of the Policies in accordance with Section 6.3 hereof, the failure to maintain such Policies due solely to non-payment of the Insurance Premiums shall not be deemed an Event of Default hereunder;

- (iv) if Borrower breaches or permits or suffers a breach of Article 6 of the Mortgage or Article VIII of this Agreement;
- (v) if any representation or warranty made by Borrower herein or in any other Loan Document, or in any report, certificate, financial statement or other instrument, agreement or document furnished to Lender shall have been false or misleading in any material respect as of the date the representation or warranty was made;
- (vi) if Borrower, any SPC Party or Guarantor shall make an assignment for the benefit of creditors;
- (vii) if Borrower fails or admits its inability to pay debts generally as they become due;
- (viii) if a receiver, liquidator or trustee shall be appointed for Borrower, any SPC Party or Guarantor or if Borrower, any SPC Party or Guarantor shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Borrower, any SPC Party or Guarantor, or if any proceeding for the dissolution or liquidation of Borrower, any SPC Party or Guarantor shall be instituted; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by Borrower, and SPC Party or Guarantor, upon the same not being discharged, stayed or dismissed within forty-five (45) days or if an order for relief is entered;
- (ix) if Borrower assigns its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;
- (x) Intentionally Deleted;
- (xi) if any of the assumptions contained in the Insolvency Opinion, or in any other non-consolidation opinion delivered to Lender in connection with the Loan, or in any other non-consolidation delivered subsequent to the closing of the Loan, is or shall become untrue in any material respect and Borrower fails to deliver updates/corrections within thirty (30) days of request therefor;
- (xii) if Borrower breaches any representation, warranty or covenant contained in Section 3.1.24 hereof;
- (xiii) intentionally omitted;
- (xiv) if Guarantor breaches in any material respect any covenant, warranty or representation contained in the Guaranty or the Supplemental Guaranty;

(xv) if Borrower shall continue to be in Default under any of the other terms, covenants or conditions of this Agreement not specified in subsections (i) through and including (xv) above, for ten (10) days after notice to Borrower from Lender, in the case of any Default which can be cured by the payment of a sum of money, or for thirty (30) days after notice from Lender in the case of any other Default; provided, however, that if such non monetary Default is susceptible of cure but cannot reasonably be cured within such thirty (30) day period and provided further that Borrower shall have commenced to cure such Default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Borrower in the exercise of due diligence to cure such Default, such additional period not to exceed ninety (90) days; or

(xvi) if there shall be Default under any of the other Loan Documents beyond any applicable cure periods contained in such Loan Documents, whether as to Borrower or the Property, or if any other such event shall occur or condition shall exist, if the effect of such event or condition is to accelerate the maturity of any portion of the Debt or to permit Lender to accelerate the maturity of all or any portion of the Debt.

(b) Upon the occurrence of an Event of Default (other than an Event of Default described in Sections 10.1(a)(vi), (vii) or (viii) above) and at any time thereafter Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, without limitation, declaring the Debt to be immediately due and payable, and Lender may enforce or avail itself of any or all rights or remedies provided in the Loan Documents against Borrower and the Property, including, without limitation, all rights or remedies available at law or in equity; and upon any Event of Default described in Sections 10.1(a)(vi), (vii) or (viii) above, the Debt and all other obligations of Borrower hereunder and under the other Loan Documents shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

#### **Section 10.2 Remedies.**

(a) Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower under this Agreement or any of the other Loan Documents executed and delivered by, or applicable to, Borrower or at law or in equity may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Property. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the

foregoing and subject to applicable law, if an Event of Default is continuing (i) Lender is not subject to any “one action” or “election of remedies” law or rule, and (ii) all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Property and the Mortgage has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

(b) Subject to applicable law, Lender shall have the right from time to time to partially foreclose the Mortgage in any manner and for any amounts secured by the Mortgage then due and payable as determined by Lender in its sole discretion including, without limitation, the following circumstances: (i) in the event Borrower defaults beyond any applicable grace period in the payment of one or more scheduled payments of principal and interest, Lender may foreclose the Mortgage to recover such delinquent payments, or (ii) in the event Lender elects to accelerate less than the entire outstanding principal balance of the Loan, Lender may foreclose the Mortgage to recover so much of the principal balance of the Loan as Lender may accelerate and such other sums secured by the Mortgage as Lender may elect. Notwithstanding one or more partial foreclosures, the Property shall remain subject to the Mortgage to secure payment of sums secured by the Mortgage and not previously recovered.

(c) Lender shall have the right from time to time to sever the Note and the other Loan Documents into one or more separate notes, mortgages and other security documents (the “**Severed Loan Documents**”) in such denominations as Lender shall determine in its sole discretion for purposes of evidencing and enforcing its rights and remedies provided hereunder. Borrower shall execute and deliver to Lender from time to time, promptly after the request of Lender, a severance agreement and such other documents as Lender shall request in order to effect the severance described in the preceding sentence, all in form and substance reasonably satisfactory to Lender. Borrower hereby absolutely and irrevocably appoints Lender as its true and lawful attorney, coupled with an interest, in its name and stead to make and execute all documents necessary or desirable to effect the aforesaid severance, Borrower ratifying all that its said attorney shall do by virtue thereof; provided, however, Lender shall not make or execute any such documents under such power until three (3) days after notice has been given to Borrower by Lender of Lender’s intent to exercise its rights under such power. Except as may be required in connection with a Securitization pursuant to Section 9.1 hereof, (i) Borrower shall not be obligated to pay any costs or expenses incurred in connection with the preparation, execution, recording or filing of the Severed Loan Documents, and (ii) the Severed Loan Documents shall not contain any representations, warranties or covenants not contained in the Loan Documents and any such representations and warranties contained in the Severed Loan Documents will be given by Borrower only as of the Closing Date.

(d) Any amounts recovered from the Property or any other collateral for the Loan after an Event of Default may be applied by Lender toward the payment of any interest and/or principal of the Loan and/or any other amounts due under the Loan Documents in such order, priority and proportions as Lender in its sole discretion shall determine.



**Section 10.3 Right to Cure Defaults.**

Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder or being deemed to have cured any Event of Default hereunder, make, do or perform any obligation of Borrower hereunder in such manner and to such extent as Lender may deem necessary. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property for such purposes, and the cost and expense actually incurred thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 10.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses actually incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any action or proceeding shall bear interest at the Default Rate, for the period after such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by the liens, claims and security interests provided to Lender under the Loan Documents and shall be immediately due and payable upon demand by Lender therefore.

**Section 10.4 Remedies Cumulative.**

The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine in Lender's sole discretion. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default with respect to Borrower shall not be construed to be a waiver of any subsequent Default or Event of Default by Borrower or to impair any remedy, right or power consequent thereon.

**XI. MISCELLANEOUS**

**Section 11.1 Successors and Assigns.**

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the legal representatives, successors and assigns of such party. All covenants, promises and agreements in this Agreement, by or on behalf of Borrower, shall inure to the benefit of the legal representatives, successors and assigns of Lender.

**Section 11.2 Lender's Discretion.**

Whenever pursuant to this Agreement Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or

not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Lender and shall be final and conclusive. Prior to a Securitization, whenever pursuant to this Agreement the Rating Agencies are given any right to approve or disapprove, or any arrangement or term is to be satisfactory to the Rating Agencies, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory, based upon Lender's determination of Rating Agency criteria, shall be substituted therefore.

**Section 11.3 Governing Law.**

**(A) THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY LENDER AND ACCEPTED BY BORROWER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE DELIVERED PURSUANT HERETO WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIEN AND SECURITY INTEREST CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE NOTE, AND THIS AGREEMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

**(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF**

**ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:**

Stuart H. Widowski  
44 South Bayles Avenue  
Port Washington, New York 11050

**AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.**

**Section 11.4 Modification, Waiver in Writing.**

No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement or of any other Loan Document, nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on Borrower, shall entitle Borrower to any other or future notice or demand in the same, similar or other circumstances.

**Section 11.5 Delay Not a Waiver.**

Neither any failure nor any delay on the part of Lender in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder, or under any other Loan Document, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable under this Agreement or any other Loan Document, Lender shall not be deemed to have waived any right either to require prompt payment when due of all other amounts due under this Agreement or the other

Loan Documents, or to declare a default for failure to effect prompt payment of any such other amount. Lender shall have the right to waive or reduce any time periods that Lender is entitled to under the Loan Documents in its sole and absolute discretion.

**Section 11.6 Notices.**

All notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "**Notice**") required, permitted, or desired to be given hereunder shall be in writing sent by telefax (with answer back acknowledged) or by registered or certified mail, postage prepaid, return receipt requested, or delivered by hand or reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 11.6. Any Notice shall be deemed to have been received: (a) three (3) days after the date such Notice is mailed, (b) on the date of sending by facsimile transmission if sent during business hours on a Business Day (otherwise on the next Business Day), (c) on the date of delivery by hand if delivered during business hours on a Business Day (otherwise on the next Business Day), and (d) on the next Business Day if sent by an overnight commercial courier, in each case addressed to the parties as follows:

If to Lender:

Eurohypo AG, New York Branch  
1114 Avenue of the Americas  
Twenty-Ninth Floor  
New York, New York 10036  
Attention: Head of Portfolio Operations  
Facsimile No.: (212) 479-5800

with a copy to:

Eurohypo AG, New York Branch  
1114 Avenue of the Americas  
Twenty-Ninth Floor  
New York, New York 10036  
Attention: Legal Director  
Facsimile No.: (212) 479-5800

with a copy to:

Cadwalader, Wickersham & Taft LLP  
100 Maiden Lane  
New York, New York 100038  
Attention: Michael G. Kavourias, Esq.  
Facsimile No.: (212) 504-6666

If to Borrower:

Cedar-Franklin Village LLC  
c/o Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue  
Suite 304  
Port Washington, NY 11050  
Attention: Brenda J. Walker and Stuart H. Widowski, Esq.  
Facsimile No.: (516) 767-6497

with a copy to:

Stroock & Stroock, & Lavan, LLP  
180 Maiden Lane  
New York, New York 10038  
Attention: Steven P. Moskowitz  
Facsimile No.: (212) 806-6006

**Section 11.7 Trial by Jury.**

**BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

**Section 11.8 Headings.**

The Article and/or Section headings and the Table of Contents in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

**Section 11.9 Severability.**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Section 11.10 Preferences.**

Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by Borrower to any portion of the obligations of Borrower hereunder. To the extent Borrower makes a payment or payments to Lender, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the obligations hereunder or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by Lender.

**Section 11.11 Waiver of Notice.**

Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Agreement or the other Loan Documents specifically and expressly provide for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Agreement or the other Loan Documents do not specifically and expressly provide for the giving of notice by Lender to Borrower.

**Section 11.12 Remedies of Borrower.**

In the event that a claim or adjudication is made that Lender or its agents have acted unreasonably or unreasonably delayed acting in any case where, by law or under this Agreement or the other Loan Documents, Lender or such agent, as the case may be, has an obligation to act reasonably or promptly, neither Lender nor its agents shall be liable for any monetary damages, and Borrower's sole remedy shall be limited to commencing an action seeking injunctive relief or declaratory judgment. Any action or proceeding to determine whether Lender has acted reasonably shall be determined by an action seeking declaratory judgment.

**Section 11.13 Expenses; Indemnity.**

(a) Borrower shall pay or, if Borrower fails to pay, reimburse Lender upon receipt of notice from Lender, for all reasonable costs and expenses (including reasonable attorneys' fees and disbursements actually incurred by Lender in connection with (i) the preparation, negotiation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby and thereby and all the costs of furnishing all opinions of counsel (including without limitation any opinions requested by Lender as to any legal matters pertaining to this Agreement, the other Loan Documents or the Property); (ii) Borrower's ongoing performance of and compliance with Borrower's agreements and covenants contained in this Agreement and the other Loan Documents on its part to be performed or complied with after the Closing Date, including, without limitation, confirming compliance with environmental and insurance requirements;

(iii) the negotiation, preparation, execution, delivery and administration of any consents, amendments, waivers or other modifications to this Agreement and the other Loan Documents and any other documents or matters requested by Borrower; (iv) the filing and recording fees and expenses, Title Insurance and reasonable fees and expenses of counsel for providing to Lender all required legal opinions, and other similar expenses incurred, in creating and perfecting the Liens in favor of Lender pursuant to this Agreement and the other Loan Documents; (v) enforcing or preserving any rights, in response to third party claims or the prosecuting or defending of any action or proceeding or other litigation or otherwise, in each case against, under or affecting Borrower, this Agreement, the other Loan Documents, the Property, or any other security given for the Loan; and (vi) enforcing any obligations of or collecting any payments due from Borrower under this Agreement, the other Loan Documents or with respect to the Property or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work out" or of any insolvency or bankruptcy proceedings; provided, however, that Borrower shall not be liable for the payment of any such costs and expenses to the extent the same arise by reason of the gross negligence, illegal acts, fraud, bad faith or willful misconduct of Lender.

(b) Borrower shall indemnify, defend and hold harmless Lender and its officers, directors, agents, employees (and the successors and assigns of the foregoing) (the "**Lender Indemnitees**") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for the Lender Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not the Lender Indemnitees shall be designated a party thereto), that may be imposed on, incurred by, or asserted against the Lender Indemnitees in any manner relating to or arising out of (i) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in, this Agreement or the other Loan Documents, or (ii) the use or intended use of the proceeds of the Loan (collectively, the "**Indemnified Liabilities**"); provided, however, that Borrower shall not have any obligation to the Lender Indemnitees hereunder to the extent that such Indemnified Liabilities arise from the bad faith, gross negligence, illegal acts, fraud or willful misconduct of the Lender Indemnitees. To the extent that the undertaking to indemnify, defend and hold harmless set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Borrower shall pay the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Lender Indemnitees.

**Section 11.14 Schedules Incorporated.**

The Schedules annexed hereto are hereby incorporated herein as a part of this Agreement with the same effect as if set forth in the body hereof.

**Section 11.15 Offsets, Counterclaims and Defenses.**

Any assignee of Lender's interest in and to this Agreement and the other Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses which are unrelated to such documents which Borrower may otherwise have against any assignor of such

documents, and no such unrelated counterclaim or defense shall be interposed or asserted by Borrower in any action or proceeding brought by any such assignee upon such documents and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Borrower.

**Section 11.16 No Joint Venture or Partnership; No Third Party Beneficiaries.**

(a) Borrower and Lender intend that the relationships created hereunder and under the other Loan Documents be solely that of borrower and lender. Nothing herein or therein is intended to create a joint venture, partnership, tenancy in common, or joint tenancy relationship between Borrower and Lender nor to grant Lender any interest in the Property other than that of mortgagee, beneficiary or lender.

(b) This Agreement and the other Loan Documents are solely for the benefit of Lender and nothing contained in this Agreement or the other Loan Documents shall be deemed to confer upon anyone other than Lender or Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Lender to make the Loan hereunder are imposed solely and exclusively for the benefit of Lender and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will refuse to make the Loan in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Lender if, in Lender's sole discretion, Lender deems it advisable or desirable to do so.

**Section 11.17 Publicity.**

All news releases, publicity or advertising by Borrower or its Affiliates through any media intended to reach the general public which refers to the Loan Documents or the financing evidenced by the Loan Documents, to Lender or any of its Affiliates shall be subject to the prior written approval of Lender. Borrower authorizes Lender to issue press releases, advertisements and other promotional materials in connection with Lender's own promotional and marketing activities, including in connection with a Secondary Market Transaction, and such materials may describe the Loan in general terms or in detail and Lender's participation therein in the Loan. All references to Lender contained in any press release, advertisement or promotional material issued by Borrower shall be reasonably approved in writing by Lender in advance of issuance.

**Section 11.18 Waiver of Marshalling of Assets.**

To the fullest extent permitted by law, Borrower, for itself and its successors and assigns, waives all rights to a marshalling of the assets of Borrower, Borrower's partners and others with interests in Borrower, and of the Property, and shall not assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Lender under the Loan Documents to a sale of the Property for the



collection of the Debt without any prior or different resort for collection or of the right of Lender to the payment of the Debt out of the net proceeds of the Property in preference to every other claimant whatsoever.

**Section 11.19 Waiver of Offsets/Defenses/Counterclaims.**

Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or its agents or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations hereunder shall be a valid defense to, or result in any offset against, any payments which Borrower is obligated to make under any of the Loan Documents.

**Section 11.20 Conflict; Construction of Documents; Reliance.**

In the event of any conflict between the provisions of this Agreement and any of the other Loan Documents, the provisions of this Agreement shall control. The parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of the Loan Documents and that such Loan Documents shall not be subject to the principle of construing their meaning against the party which drafted them. Borrower acknowledges that, with respect to the Loan, Borrower shall rely solely on its own judgment and advisors in entering into the Loan without relying in any manner on any statements, representations or recommendations of Lender or any parent, subsidiary or Affiliate of Lender. Lender shall not be subject to any limitation whatsoever in the exercise of any rights or remedies available to it under any of the Loan Documents or any other agreements or instruments which govern the Loan by virtue of the ownership by it or any parent, subsidiary or Affiliate of Lender of any equity interest any of them may acquire in Borrower, and Borrower hereby irrevocably waives the right to raise any defense or take any action on the basis of the foregoing with respect to Lender's exercise of any such rights or remedies. Borrower acknowledges that Lender engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Borrower or its Affiliates.

**Section 11.21 Brokers and Financial Advisors.**

Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Borrower shall indemnify, defend and hold Lender harmless from and against any and all claims, liabilities, costs and expenses of any kind (including Lender's attorneys' fees and expenses) in any way relating to or arising from a claim by any Person that such Person acted on behalf of Borrower or Lender in connection with the transactions contemplated herein. The provisions of this Section 11.21 shall survive the expiration and termination of this Agreement and the payment of the Debt.

**Section 11.22 Exculpation.**

Subject to the qualifications below, Lender shall not enforce the liability and obligation of Borrower to perform and observe the obligations contained in the Note, this

Agreement, the Mortgage or the other Loan Documents by any action or proceeding wherein a money judgment shall be sought against Borrower, except that Lender may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Lender to enforce and realize upon its interest under the Note, this Agreement, the Mortgage and the other Loan Documents, or in the Property, the Rents, or any other collateral given to Lender pursuant to the Loan Documents; provided, however, that, except as specifically provided herein, any judgment in any such action or proceeding shall be enforceable against Borrower only to the extent of Borrower's interest in the Property, in the Rents, Net Proceeds and in any other collateral given to Lender, and Lender, by accepting the Note, this Agreement, the Mortgage and the other Loan Documents, shall not sue for, seek or demand any deficiency judgment against Borrower in any such action or proceeding under or by reason of or under or in connection with the Note, this Agreement, the Mortgage or the other Loan Documents. The provisions of this Section shall not, however, (a) constitute a waiver, release or impairment of any obligation evidenced or secured by any of the Loan Documents; (b) impair the right of Lender to name Borrower as a party defendant in any action or suit for foreclosure and sale under the Mortgage; (c) affect the validity or enforceability of any guaranty made in connection with the Loan or any of the rights and remedies of Lender thereunder; (d) impair the right of Lender to obtain the appointment of a receiver; (e) impair the enforcement of the Assignment of Leases; (f) constitute a prohibition against Lender to seek a deficiency judgment against Borrower in order to fully realize the security granted by the Mortgage or to commence any other appropriate action or proceeding in order for Lender to exercise its remedies against the Property; or (g) constitute a waiver of the right of Lender to enforce the liability and obligation of Borrower, by money judgment or otherwise, to the extent of any loss, damage, cost, expense, liability, claim or other obligation incurred by Lender (including attorneys' fees and costs reasonably incurred) arising out of or in connection with and Borrower shall be personally liable for the following:

- (i) fraud or intentional misrepresentation by Borrower or any guarantor in connection with the Loan;
- (ii) the willful misconduct of Borrower;
- (iii) the breach of any representation, warranty, covenant or indemnification provision in the Environmental Indemnity or in the Mortgage concerning environmental laws, hazardous substances and asbestos and any indemnification of Lender with respect thereto in either document;
- (iv) the removal or disposal of any portion of the Property after an Event of Default;
- (v) the misapplication or conversion by Borrower of (A) any insurance proceeds paid by reason of any loss, damage or destruction to the Property, (B) any Awards or other amounts received in connection with the Condemnation of all or a portion of the Property, or (C) any Rents following an Event of Default or any Rents collected for more than one month in advance to the extent such Rents or any other payments in respect of the Leases and other income of the Property or any other collateral are not applied to the costs of maintenance and operation of the Property and to the

payment of taxes, lien claims, insurance premiums, Debt Service and other amounts due under the Loan Documents;

(vi) misappropriation or conversion of any security deposits, advance deposits or any other deposits collected with respect to the Property which are not delivered to Lender upon a foreclosure of the Property or action in lieu thereof, except to the extent any such security deposits were applied in accordance with the terms and conditions of any of the Leases prior to the occurrence of the Event of Default that gave rise to such foreclosure or action in lieu thereof;

(vii) Borrower's failure to maintain insurance as required by this Agreement or to pay any taxes or assessments affecting the Property as required by this Agreement;

(viii) misappropriation, removal or disposal (except in the ordinary course of Borrower's business) of any Personal Property (as defined in the Mortgage) affixed to the Property which constitutes a portion of the collateral for the Loan;

(ix) failure to pay any charges when due for labor or materials that create Liens on the Property (to the extent net cash flow from the Property is available for payment of such charges) unless the same are being contested in accordance with this Agreement;

(x) failure to restore physical waste of the Property; or

(xi) Borrower fails to appoint a new property manager upon the request of Lender after an Event of Default, as required by, and in accordance with the terms and provisions of, this Agreement and the Mortgage.

Notwithstanding anything to the contrary in this Agreement, the Note or any of the Loan Documents, (A) Lender shall not be deemed to have waived any right which Lender may have under Section 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim for the full amount of the Debt or to require that all collateral shall continue to secure all of the Debt owing to Lender in accordance with the Loan Documents, and (B) the Debt shall be fully recourse to Borrower in the event that: (i) Borrower fails to obtain Lender's prior consent to any subordinate financing or other voluntary Lien encumbering the Property (other than Permitted Encumbrances); (ii) Borrower fails to obtain Lender's prior consent to any Prohibited Transfer as required by the Mortgage or this Agreement; (iii) Borrower files a voluntary petition under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law; (iv) an Affiliate which controls, directly or indirectly, Borrower files, or joins in the filing of, an involuntary petition against Borrower under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any involuntary petition against Borrower from any Person; (v) Borrower files an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any involuntary petition from any Person; (vi) any Affiliate which controls Borrower consents to or acquiesces in or joins in an application for the appointment of a custodian, receiver, trustee, or

examiner for Borrower or any portion of the Property; (vii) Borrower makes an assignment for the benefit of creditors, or admits, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due; or (viii) Borrower defaults in the observance or performance of any of its obligations under Section 3.1.24.

**Section 11.23 Prior Agreements.**

This Agreement and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, including, without limitation, the term sheet dated September 30, 2004 between Borrower and Lender, are superseded by the terms of this Agreement and the other Loan Documents.

**Section 11.24 Servicer.**

(a) At the option of Lender, the Loan may be serviced by a servicer (the "**Servicer**") selected by Lender and Lender may delegate all or any portion of its responsibilities under this Agreement and the other Loan Documents to the Servicer pursuant to a servicing agreement (the "**Servicing Agreement**") between Lender and Servicer. Borrower shall be responsible for any reasonable set-up fees or any other initial costs relating to or arising under the Servicing Agreement; provided, however, that Borrower shall not be responsible for payment of the monthly servicing fee due to the Servicer under the Servicing Agreement. Servicer shall, however, be entitled to reimbursement of costs and expenses as and to the same extent (but without duplication) as Lender is entitled thereto under the applicable provisions of this Agreement and the other Loan Documents.

(b) Upon notice thereof from Lender, Servicer shall have the right to exercise all rights of Lender and enforce all obligations of Borrower pursuant to the provisions of this Agreement, the Note and the other Loan Documents.

(c) Provided Borrower shall have been given notice of Servicer's address by Lender, Borrower shall deliver to Servicer duplicate originals of all notices and other instruments which Borrower may or shall be required to deliver to Lender pursuant to this Agreement, the Note and the other Loan Documents (and no delivery of such notices or other instruments by Borrower shall be of any force or effect unless delivered to Lender and Servicer as provided above).

**Section 11.25 Joint and Several Liability.**

If more than one Person has executed this Agreement as "Borrower," the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

**Section 11.26 Creation of Security Interest.**

Notwithstanding any other provision set forth in this Agreement, the Note, the Mortgage or any of the other Loan Documents, Lender may at any time create a security interest in all or any portion of its rights under this Agreement, the Note, the Mortgage and any other

Loan Document (including, without limitation, the advances owing to it) in favor of any Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System.

**Section 11.27 Assignments and Participations.**

(a) The Lender may assign to one or more Persons all or a portion of its rights and obligations under this Loan Agreement.

(b) Upon such execution and delivery, from and after the effective date specified in such assignment, the assignee thereunder shall be a party hereto and have the rights and obligations of Lender hereunder.

(c) Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 11.27, disclose to the assignee or participant or proposed assignee or participant, as the case may be, any information relating to Borrower or any of its Affiliates or to any aspect of the Loan that has been furnished to the Lender by or on behalf of the Borrower or any of its Affiliates.

**Section 11.28 Set-Off.**

In addition to any rights and remedies of Lender provided by this Loan Agreement and by law, the Lender shall have the right, without prior notice to Borrower, any such notice being expressly waived by Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Lender or any Affiliate thereof to or for the credit or the account of Borrower. Lender agrees promptly to notify Borrower after any such set-off and application made by Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application.

**Section 11.29 Component Notes.**

Lender, without in any way limiting Lender's other rights hereunder, in its sole and absolute discretion, shall have the right at any time to require Borrower to execute and deliver "component" notes (including senior and junior notes) in replacement of the Note as evidence of the Loan, which notes may be paid in such order of priority as may be designated by Lender, provided that (i) the aggregate principal amount of such "component" notes shall equal the outstanding principal balance of the Loan, (ii) the weighted average interest rate of all such "component" notes shall on the date created equal the interest rate which was applicable to the Loan, (iii) the Debt Service on all such "component" notes shall on the date created equal the Debt Service which was due under the Loan immediately prior to the creation of such component notes and (iv) the other terms and provisions of each of the "component" notes shall be identical in substance and substantially similar in form to the Loan Documents. Borrower, at its cost and expense, shall cooperate with all reasonable requests of Lender in order to establish the "component" notes and shall execute and deliver such documents as shall reasonably be required

by Lender and any Rating Agency in connection therewith, all in form and substance reasonably satisfactory to Lender and satisfactory to any Rating Agency, including, without limitation, the severance of security documents if requested. In the event Borrower fails to execute and deliver such documents to Lender within five (5) Business Days following such request by Lender, Borrower hereby absolutely and irrevocably appoints Lender as its true and lawful attorney, coupled with an interest, in its name and stead to make and execute all documents necessary or desirable to effect such transactions, Borrower ratifying all that such attorney shall do by virtue thereof subject to the limitations set forth in this Section 11.29.

It shall be an Event of Default under this Agreement, the Note, the Mortgage and the other Loan Documents if Borrower fails to comply with any of the terms, covenants or conditions of this Section 11.29 within ten (10) Business Days of notice thereof.

All legal fees and expenses incurred by Borrower in connection with this Section 11.29 (including costs and expenses incurred by Borrower pursuant to any requests made by Lender under Section 11.29) shall be paid by Borrower except Borrower's legal fees.

**Section 11.30 Approvals; Third Parties; Conditions.**

All approval rights retained or exercised by Lender with respect to Leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other Person. This Agreement is for the sole and exclusive use of Lender and Borrower and may not be enforced, nor relied upon, by any Person other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including the obligation to make advances, if any, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in Lender's sole discretion.

**Section 11.31 Limitation on Liability of Lender's Officers, Employees, etc.**

Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of Lender's interest in the Property only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**LENDER:**

EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation

By: /s/ Bryan Donohoe

Name: Bryan Donohoe

Title: Vice President

By: /s/ Jonathan Hirshey

Name: Jonathan Hirshey

Title: Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**BORROWER:**

CEDAR-FRANKLIN VILLAGE LLC,  
a Delaware limited liability company

By: Cedar-Franklin Village 2 LLC, a Delaware limited liability  
company, its sole member

By: Cedar Shopping Centers Partnership, L.P., a Delaware limited  
partnership, its sole member

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general  
partner

By: /s/ Brenda J. Walker

Name: Brenda J. Walker

Title: Vice President

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**SCHEDULE I**  
**(RENT ROLL)**

Schedule I

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Oct 22 2004

Lease	Use	Call Up Date	Expiration Date	Start Date	Options	Approx Square Feet	Base Rent Sq Ft	Current Rent	CAM Billing	Tax Billing	Ins Billing	(Money Owed) Account Receivable	Security Deposit
<b>Shopping Center</b>													
Taco Bell	restaurant		9-30-2011	9-22-1991	N/A	2,000	20.00	3,333.33	329.13	202.72	Annual	0.00	
D'Angelos	restaurant		1-31-2008	1-2-1988	N/A	2,500	25.29	5,267.75	411.42	253.40	Annual		
Funco	games		8-31-2006	6-16-1994	N/A	1,500	23.00	2,875.00	189.67	152.04	Annual		
Radio Shack	electronics	8-01-2005	1-31-2006	1-01-1988	1-4yr	2,000	21.00	3,500.00	266.66	202.72	Annual		
Cellular One	cell phone		10-31-2006	5-01-1997	N/A	1,857	23.62	3,655.53	305.60	188.22	Annual		
Stop and Shop	supermarket	12-1-2007	7-31-2008	7-16-2008	1-5yr	55,503	16.04	74,211.07	3,825.98	Quarterly	Annual	68,091.50	
(Stop and Shop) Does not reflect road at front entrance which is ongoing and Includes CAM adjustment for 6 months, to be adjusted at year end													
VIII Mall Liquors	liquor store	9-30-2004	9-30-2005	10-1-2000	2-5yr	3,550	21.47	6,076.71	584.21	340.71	Annual		2,975.00
Online Comm. (Nextel)	cell phone	8-31-2005	05-31-2006	05-15-2001	1-5yr	1,500	27.00	3,374.59	246.85	137.50	Annual	1,846.96	6,000.00
Bath & Body Works	skin care	12-01-2010	08-31-2011	08/23/2001	2-5yr	2,500	22.00	4,583.33	411.42	230.00	Annual		
KB Toys (chap 11)	toy store		01-31-2005	07-16-1988	N/A	14,414	10.25	12,311.96	1,783.31	Quarterly	Annual	19,259.28	
Old Hunan Gourmet	vacant				N/A	3,407	0.00						
Coconuts	record store		3-31-2006	04-1-1988	N/A	4,986	18.50	7,686.75	820.53	505.38	Annual		
Elizabeth Grady	skin care		05/31/2009	05-28-1992	N/A	1,600	22.20	2,960.50	263.31	162.17	Annual		1,733.33
General Nutrition	health		07-31-2005	07-13-1995	N/A	1,709	18.50	2,634.71	281.24	173.22	Annual		
Weathervane (Chap 11)	chap 11		1-31-2006	03-07-1988	N/A	3,850	21.00	6,737.50	633.58	390.23	Annual	24,998.57	
DressBarn	clothing	12-31-2004	06-30-2005	03-07-1988	1-4yr	10,150	21.46	18,152.55	1,670.35	1,028.80	Annual	0.00	5,000.00
Payless shoe	shoes		02-28-2008	03-07-1988	N/A	2,550	19.00	4,037.50	325.00	258.47	Annual	0.00	
TJX (Marshalls)	clothing	07-31-2008	01-31-2009	07-16-1988	1-5yr	26,890	9.00	20,167.50	4,258.36	Quarterly	Annual	0.00	
Pet Corner	pet store	09-01-2003	03/31/2005	04/01/2002	1-5yr	5,000	21.00	7,291.66	822.83	495.83	Annual		
The Mens Warehouse	mens clothing		01-31-2008	10-01-1996	N/A	3,600	18.00	5,400.00	592.44	364.90	Annual		
*** Future Salleys Alley	-lease signed-		07/31/2009	08/01/2004	N/A	3,000	22.75	5,687.50	493.30	413.19	Annual		3,600.00
Salley's Alley (fut. Bost. Hairs gift & home)			12-31-2002	12-05-1987	N/A	1,800	0.00	0.00	0.00	0.00	Annual	0.00	0.00
Hairs Boston	hair care		10-31-2002	12-05-1987	N/A	1,411	23.04	2,709.36	232.20	143.02	Annual		3,527.49
Cambridge Eye (Chap 11)	eye care		12-31-2007	01-01-1988	N/A	2,400	21.22	4,243.60	394.96	243.26	Annual	1,223.67	
Crystal Card & Gifts (Hallmar card store)			01-31-2008	2-1-1988	N/A	4,949	18.00	7,423.50	814.44	501.63	Annual	-42.25	
Papa Gino's	restaurant		12-31-2007	12-08-1987	N/A	3,120	23.00	5,980.00	513.45	316.24	Annual		
Fleet National Bank	bank	08-01-2011	04-30-2012	04-08-2002	2-5yr	2,550	25.46	5,410.59	419.65	233.75	Annual		
Fei Yue (Teppanyaki)	japanese rest.	08-31-2011	08/31/2013	09-01-2003	1-5yr	3,908	20.00	6,513.33	455.93	407.08	Annual		11,945.50
Applebee's	restaurant	08-15-2004	02-28-2005	02-15-1988	1-5yr	5,682	21.41	10,136.00	935.07	575.93	Annual		
Bank Boston (Fleet ATM)	Bank ATM		01-31-2008	01-15-1988	N/A	216	184.19	3,315.42	35.55	Quarterly	Annual		3,200.00
Longhorn Steakhouse	restaurant	08-31-2009	08-31-2010	08-12-2000	3-5yr	6,323	20.75	10,933.52	1,040.56	607.68	Annual		
Triple A	travel, Insur.	04-01-2006	12-31-2006	12/13/2001	1-5yr	3,546	20.02	5,915.00	584.05	325.00	Annual		
Mattress Discounters	mattresses	07-01-2005	12/31/2005	01-01-2001	3-5yr	3,908	20.00	6,513.33	643.13	374.52	Annual		
Village Photo	photo	12-01-2007	08-31-2008	09-01-2003	1-5yr	1,967	21.00	3,442.25	323.70	188.50	Annual		
Blockbuster Video	video		07-31-2004	08-03-1999	N/A	3,550	16.00	4,733.33	584.21	Annual	Annual		
Village Photo (Old)	fut. stop shop				N/A	1,500					Annual		
Superior Ceaners (Old)	fut. stop shop				N/A	1,898					Annual	0.00	
L'Equips	hair care	06-01-2004	02-28-2005	03-01-2000	1-5yr	2,070	21.80	3,761.01	340.65	198.38	Annual		1,100.00
Panera Bread	restaurant	02-01-2011	06-30-2011	06/07/2001	3-5yr	3,908	22.25	7,246.08	643.13	370.00	Annual		
Total						208,772		288,221.76	26,475.87	9,984.49	0.00	115,377.73	39,081.32

Oct 22 2004

Lease	Use	Call Up Date	Expiration Date	Start Date	Options	Approx Square Feet	Base Rent Sq Ft	Current Rent	CAM Billing	Tax Billing	Ins Billing	(Money Owed) Account Receivable	Security Deposit
<b>500 Franklin Village Drive</b>													

* Dr. Robert Gushard	ophthomologist	10-01-2003	06-30-2005	09-01-1993	N/A	1,593	21.45	2,847.06	132.75	132.75	39.82	863.90
* Milford Regional (PT)	Physical thera.	10-01-2006	06-30-2008	07-01-2003	1-5yr	3,937	20.10	6,594.48	328.08	328.08	98.43	
* Marriott Management	corp. office		12-31-2005	05-01-1992	1-5yr	3,150	21.66	5,686.93	262.50	262.50	78.75	
* Century 21	real estate		01-31-2008	01-15-1999	N/A	2,565	21.90	4,681.05	276.74	254.36	Annual	3,852.00
* Hormel Foods	corp. office		01-31-2007	02-01-1993	N/A	2,734	24.33	5,542.19	227.83	227.83	68.35	

\* denotes office tenants (gross rent plus electricity)

Lease	Call Up Date	Expiration Date	Start Date	Options	Approx Square Feet	Base Rent Sq Ft	Current Rent	CAM Billing	Tax Billing	Ins Billing	(Money Owed) Account Receivable	Security Deposit
* Dr. Jamila Khalil dentist		12-31-2006	12-20-1994	N/A	1,500	19.69	2,461.33	125.00	125.00	37.50		1,687.50
* Mortgage Financial mortgage		05-31-2005	06-01-2002	N/A	2,481	17.59	3,635.91	231.56	231.56	69.47		4,168.50
* North American (Shelter) mortgage		05-31-2004	05-07-2000	N/A	841	21.34	1,495.56	70.08	70.08	21.03		
* Solutions office		02/28/2006	02/15/1993	N/A	846	21.69	1,529.05	70.08	70.08	21.03		946.13
Pepper Terrace (Godduci's) restaurant		01-31-2007	01-15-1999	N/A	2,000	21.90	3,649.95	215.78	176.20	Annual		4,781.24
Sylvans Learning Center learning ctr.	03-30-2005	09-30-2005	09-08-2000	1-5yr	3,200	18.25	4,866.67	345.25	306.67	Annual		
* E-Pro engineering		11-30-2005	11-15-2000	N/A	1,098	22.29	2,039.10	91.50	91.50	27.45		
Engineering Voice Box cell phone	05-01-2005	01-31-2006	01-20-2003	1-3yr	1,000	22.04	1,836.46	107.89	95.83	Annual		1,791.66
California Nalls nalls	10-31-2004	10-31-2005	10-31-1997	1-5yr	1,000	24.04	2,003.41	107.89	87.90	Annual		1,583.33
Mailboxes (UPS) mall		04/30/2009	07-15-1997	1-5yr	1,818	25.00	3,787.91	196.15	160.11	Annual		2,878.50
BC Exec. Realty (Remax) real estate		06-01-2008	02-28-2009	02-13-2002	1-7yr	4,000	21.09	7,030.40	431.57	373.33	Annual	
Smallage Dental dentist		11-30-2005	11-15-1995	N/A	1,600	19.84	2,645.33	172.63	142.87	Annual		1,933.33
Golf USA — VACANT golf-sports		02-28-2001	03-01-1995	N/A	2,000	0.00	0.00	0.00	0.00	Annual	17,819.75	0.00
Curves For Woman exercise	09-01-2005	04-30-2006	05-01-2001	1-5yr	1,200	19.96	1,995.69	129.47	112.00	Annual		1,800.00
EnviroSupply — Vacant testing equip.	02-01-2006	11-30-2006	11-15-2001	N/A	1,200	0.00				Annual	9,800.60	
* Northeast Cinema signed office		12/30/2006	09/01/2004	N/A	2,630	0.00	\$ 5,125.75	GROSS				
* Murphy Piercey accountant		02/28/2009	02-17-1999	N/A	490	19.97	815.37	40.83	40.83	12.25		765.62
Sun Pro tanning salon	08-01-2006	04-30-2007	05-01-2002	1-5yr	1,600	21.01	2,801.67	172.63	149.33	Annual	0.00	
<b>Total</b>					<b>44,483</b>		<b>73,071.27</b>	<b>3,736.21</b>	<b>3,438.81</b>	<b>474.08</b>	<b>27,620.35</b>	<b>27,051.71</b>

**Oct 22 2004**

Lease	Call Up Date	Expiration Date	Start Date	Options	Approx Square Feet	Base Rent Sq Ft	Current Rent	CAM Billing	Tax Billing	Ins Billing	(Money Owed) Account Receivable	Security Deposit
<b>Executive Center</b>												
Strata Bank banking	09-30-2007	09-30-2008	10-01-1995	2-5yr	5,023	32.11	13,845.82	1,778.51	Quarterly	Annual		10,611.66
Strata Bank banking	09-30-2007	09-30-2008	11-01-2001	2-5yr	1,572	28.88	3,783.73	556.60	Quarterly	Annual		
* Guida McClafferty accountant		09-30-2004	10-01-1990	N/A	1,866	21.34	3,318.33	155.50	155.50	46.65		1,348.42
* Advantage Title title examiner		05-31-2007	06-01-2002	N/A	2,837	22.87	5,406.53	236.42	236.42	70.90		1,666.66
* Logic Vision engineering	07-01-2007	12/31/2007	12-18-1999	1-3yr	1,156	22.90	2,205.83	96.33	96.33	28.91		2,023.00
* Next Level consulting	04-30-2008	10-30-2008	11-01-2003	1-5yr	1,797	20.45	3,062.87	236.42	236.42	70.92		3,606.63
* Applebees Northeast regional office	10-01-2005	08-30-2008	07-01-1998	1-2yr	2,448	22.48	4,586.73	204.00	204.00	61.20		
Strata Bank banking	09-30-2007	09-30-2008	06-01-1998	2-5yr	1,700	26.71	3,783.73	601.93	Quarterly	Annual		
* Kimberly Clark-Vacant regional office				N/A	2,550	x	x	x	x	x		
* Kendig Ratcliffe accountant		12-31-2004	12-18-1999	1-5yr	1,673	21.46	2,991.70	139.92	139.92	41.83		2,927.91
* Gilmore Rees & Carlson lawyers		10-31-2006	12-01-2001	N/A	7,670	24.58	15,710.33	639.17	639.17	191.74		
Strata Bank banking	09-30-2007	09-30-2008	11-01-2001	2-5yr	547	28.88	1,316.54	193.68	Quarterly	Annual		
* Jepsky and Sack lawyers	06-01-2008	02-28-2009	03-01-1988	1-5yr	2,907	21.06	5,100.77	242.25	242.25	72.68		
* Calarese Development Corp office		01-31-2002	04-01-1988	N/A	1,786	19.94	2,968.03	150.00	150.00	45.00		
<b>Total</b>					<b>35,532</b>		<b>68,080.94</b>	<b>5,230.73</b>	<b>2,100.01</b>	<b>629.83</b>	<b>0.00</b>	<b>22,184.28</b>
<b>TOTAL NET LEASE SPACE</b>					<b>288,787</b>		<b>429,374</b>	<b>35,443</b>	<b>15,523</b>	<b>1,104</b>	<b>142,998</b>	<b>88,317</b>

\* denotes office tenants (gross rent plus electricity)

\*\*\* Rent waived until 12/1/2004

**SCHEDULE II**  
**(REQUIRED REPAIRS)**

<b>Property</b>	<b>Required Repair</b>	<b>Amount</b>	<b>Deadline</b>
Pavement Repairs	Parking area cracks require repairs	\$ 3,500	1 year
Masonry Repairs	Repair masonry control joints	\$ 2,500	1 year
Window Repairs	Re-caulk storefront windows	\$ 2,500	1 year
Roof Repairs	Investigate and repair roof	\$ 2,500	1 year
Sprinkler Head Repairs	Resolve sprinkler head deficiencies per Massachusetts code	\$ 7,250	1 year
Exposure Protection	Add Applebee Tenant sprinkler heads	\$ 4,500	1 year
Standpipe Separation	Separate standpipe hose valves from sprinkler system in Buildings J and 1100	\$13,000	1 year
Exterior Alarms	Add exterior audible alarms	\$ 3,200	1 year
Control Valves	Add sprinkler control valves	\$ 2,000	1 year
Fire Pump Bearings	Add fire pump bearing	\$ 500	1 year
Electrical Panel	Infrared scan and maintain electric panels	\$ 3,000	1 year
Electric Code Violation	An electrical should verify the fire pump feeder is not tapped	\$ 1,500	1 year

Schedule II

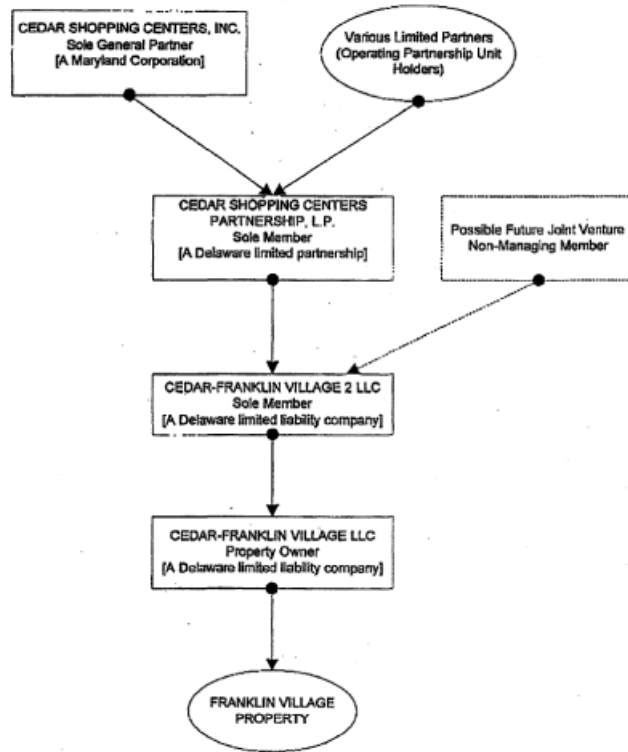
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**SCHEDULE III**  
**(ORGANIZATIONAL CHART)**

Schedule III

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# Franklin Village Organizational Chart



**SCHEDULE IV**

EUROHYPO AG, NEW YORK BRANCH  
(Lender)

— and —

---

(Tenant)

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

Dated:

Location:

Section:

Block:

Lot:

County:

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
100 Maiden Lane  
New York, New York 100038  
Attention: Michael G. Kavourias, Esq.  
Facsimile No.: (212) 504-6666

File No.:

Title No.:



**SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation, having an address at 1114 Avenue of the Americas, Twenty-Ninth Floor, New York, New York 10036 ("**Lender**"), and \_\_\_\_\_, having an address at \_\_\_\_\_ ("**Tenant**").

RECITALS:

A. Lender has made a loan in the approximate amount of \$\_\_\_\_\_ to Landlord (defined below), which Loan is given pursuant to the terms and conditions of that certain Loan Agreement dated \_\_\_\_\_, 20\_\_, between Lender and Landlord (the "**Loan Agreement**"). The Loan is evidenced by a certain Promissory Note dated \_\_\_\_\_, 20\_\_, given by Landlord to Lender (the "**Note**") and secured by a certain [Mortgage][Deed of Trust] and Security Agreement dated \_\_\_\_\_, 20\_\_, given by Landlord to Lender (the "**Mortgage**"), which encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "**Property**");

B. Tenant occupies a portion of the Property under and pursuant to the provisions of a certain lease dated \_\_\_\_\_, \_\_\_\_ between \_\_\_\_\_, as landlord ("**Landlord**") and Tenant, as tenant (the "**LEASE**"); and

C. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and all terms, covenants and conditions set forth in the Mortgage and the Loan Agreement including without limitation all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage and Loan Agreement had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's

possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note, the Mortgage and the Loan Agreement shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods.

3. Attornment. Lender and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby (at the option of the transferee of the Property (the "**Transferee**") if the conditions set forth in Section 2 above have not been met at the time of such transfer) but shall continue in full force and effect as a direct lease between the Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to the Transferee and the Transferee shall accept such attornment, provided, however, that the provisions of the Mortgage and the Loan Agreement shall govern with respect to the disposition of any casualty insurance proceeds or condemnation awards and the Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which the Transferee shall become the owner of the Property, or (ii) for any act or omission of Landlord, whether prior to or after such foreclosure or sale, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless the Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Property or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (e) subject to any offsets, defenses, abatement or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which the Transferee shall become the owner of the Property, (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by the Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by the Transferee or (ii) such prepayment shall have been expressly approved of by the Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Transferee succeeded to Landlord's interest, (i) bound by any agreement amending, modifying or terminating the Lease made without the Lender's prior written consent prior to the time the Transferee succeeded to Landlord's interest or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time the Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

4. Notice to Tenant. After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Mortgage and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. Lender's Consent. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

6. Lender to Receive Notices. Tenant shall provide Lender with copies of all written notices sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlord. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to an abatement of the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

If to Lender:

Eurohypo AG, New York Branch  
1114 Avenue of the Americas  
Twenty-Ninth Floor  
New York, New York 10036  
Attention: Head of Portfolio Operations  
Facsimile No.: (212) 479-5800

With a copy to:

Eurohypo AG, New York Branch  
1114 Avenue of the Americas  
Twenty-Ninth Floor  
New York, New York 10036  
Attention: Legal Director  
Facsimile No.: (212) 479-5800

With a copy to:

Cadwalader, Wickersham & Taft LLP  
100 Maiden Lane  
New York, New York 10038  
Attention: Michael G. Kavourias, Esq.  
Facsimile No.: (212) 504-6666

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section, the term "**Business Day**" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Joint and Several Liability. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns.

9. Definitions. The term "**Lender**" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "**Landlord**" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "**Property**" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.
12. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
13. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.
14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
15. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("**Investors**"). In connection with such sale, Lender may retain or assign responsibility for servicing the loan, including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors. All references to Lender herein shall refer to and include any such servicer to the extent applicable.
16. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.
17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In no event shall Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee (collectively the Lender, such purchaser, grantee, heir, legal representative, successor or assignee, the "**Subsequent Landlord**") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of the

Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Subsequent Landlord to perform any such material obligation.

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

**LENDER:**

EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation

By: /s/ Bryan Donohoe

Name: Bryan Donohoe  
Title: Vice President

By: /s/ Jonathan Hirshey

Name: Jonathan Hirshey  
Title: Vice President

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By: \_\_\_\_\_  
Name:  
Title:



**ACKNOWLEDGMENTS**

**[INSERT STATE SPECIFIC ACKNOWLEDGMENT]**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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**SCHEDULE V  
(DESCRIPTION OF REA)**

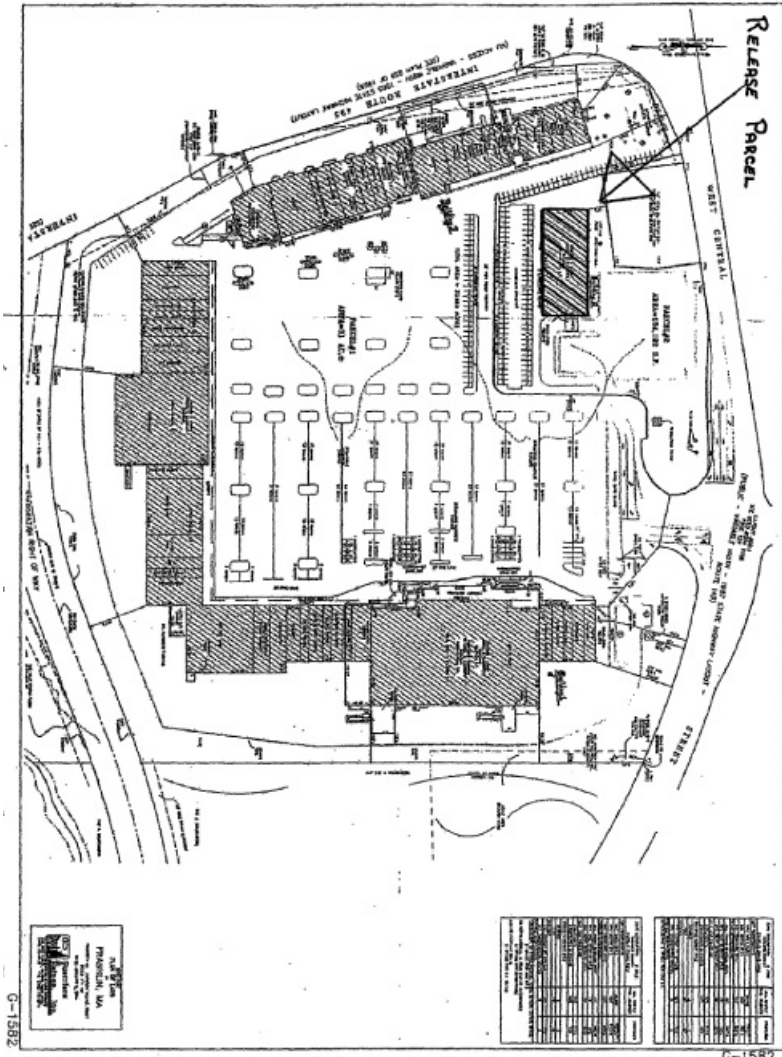
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Schedule. V

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**SCHEDULE VI**  
**(DESCRIPTION/DIAGRAM OF RELEASE PARCEL)**

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NO.	DESCRIPTION	AREA	REMARKS
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State of Maryland  
 Department of Transportation  
 Planning & Design  
 200 North E Street  
 Baltimore, MD 21201  
 Tel: 410-541-2000  
 Fax: 410-541-2001  
 www.mdt.state.md.us

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CEDAR-FRANKLIN VILLAGE LLC,  
a Delaware limited liability company, as mortgagor  
(Borrower)

to

EUROHYPO AG, NEW YORK BRANCH, as mortgagee  
(Lender)

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MORTGAGE AND  
SECURITY AGREEMENT

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Dated: As of November 1, 2004  
Location: Franklin, Massachusetts  
County: Norfolk

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
100 Maiden Lane  
New York, New York 100038  
Attention: Michael G. Kavourias, Esq.  
Facsimile No.: (212) 504-6666

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "SECURITY INSTRUMENT") is made as of this 1st day of November, 2004, by CEDAR-FRANKLIN VILLAGE LLC, a Delaware limited liability company, having its principal place of business at c/o Cedar Shopping Centers Partnership, L.P., 44 South Bayles Avenue, Suite 304, Port Washington, NY 11050, as mortgagor ("BORROWER") for the benefit of EUROHYPO AG, NEW YORK BRANCH, the New York branch of a German banking corporation, having an address at 1114 Avenue of the Americas, Twenty-Ninth Floor, New York, New York 10036, as mortgagee ("LENDER").

WITNESSETH:

WHEREAS, this Security Instrument is given to secure a loan (the "LOAN") in the principal sum of FORTY-THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$43,500,000.00) pursuant to that certain Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "LOAN AGREEMENT") and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "NOTE");

WHEREAS, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents; and

WHEREAS, this Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, that certain Assignment of Leases and Rents of even date herewith made by Borrower in favor of Lender (the "ASSIGNMENT OF LEASES") and all other documents evidencing or securing the Debt or delivered in connection with the making of the Loan are hereinafter referred to collectively as the "LOAN DOCUMENTS").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

Article 1 — GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender and its successors and

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assigns the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "PROPERTY"): \

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "LAND");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "IMPROVEMENTS");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "EQUIPMENT"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing,



laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "FIXTURES"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "PERSONAL PROPERTY"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "UNIFORM COMMERCIAL CODE"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "BANKRUPTCY CODE") (collectively, the "LEASES") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "RENTS") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, which are required by Lender under the Loan Agreement, including, without limitation, the right to receive and

apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(p) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (o) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "REAL PROPERTY") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases and Section 7.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Borrower shall hold the Rents, or a portion thereof sufficient to

discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "COLLATERAL"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. The principal place of business of Borrower (Debtor) is as set forth on page one hereof and the address of Lender (Secured Party) is as set forth on page one hereof.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 PLEDGES OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited in the Accounts (as defined in the Cash Management Agreement) and Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

Article 2 — DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "OTHER OBLIGATIONS"):

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "OBLIGATIONS."

Article 3 — BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security

Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 INSURANCE. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times, insurance with respect to Borrower and the Property in the form and amounts as required pursuant to the Loan Agreement.

Section 3.4 MAINTENANCE OF PROPERTY. Borrower shall cause the Property to be maintained in a good and safe condition and repair. Subject to the Loan Agreement, the Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender. Subject to the Loan Agreement, Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.5 WASTE. Borrower shall not commit or suffer any physical waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 PAYMENT FOR LABOR AND MATERIALS. (a) Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("LABOR AND MATERIAL COSTS") incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Encumbrances.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Note, this Security Instrument or any of the other Loan Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Borrower and from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold,

forfeited, terminated, canceled or lost, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Lender to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.7 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 CHANGE OF NAME, IDENTITY OR STRUCTURE. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure without first (a) notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change, (b) taking all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender and (c) in the case of a change in Borrower's structure, without first obtaining the prior written consent of Lender; provided, however that in connection with any such change in Borrower's name or corporate identity Borrower shall have no obligation to pay to Lender a transfer fee. Borrower shall promptly notify Lender in writing of any change in its organizational identification number. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

#### Article 4 — OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF BORROWER AND LENDER. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON LENDER. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO LENDER OBLIGATIONS. (a) Notwithstanding the provisions of Subsections 1.1(h) and (m) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations

with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 RELIANCE. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article III of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Article III of the Loan Agreement.

#### Article 5 — FURTHER ASSURANCES

Section 5.1 RECORDING OF SECURITY INSTRUMENT, ETC. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to

be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements; provided that the obligations of Borrower under the Loan Documents are not materially increased and Borrower's rights under the Loan Documents are not decreased. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Borrower as authorized by applicable law, to evidence more effectively the security interest of Lender in the Property. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this Security Instrument. During the continuance of an Event of Default, Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 5.2. To the extent not prohibited by applicable law, Borrower hereby ratifies all acts Lender has lawfully done in the past or shall lawfully do or cause to be done in the future by virtue of such power of attorney.

Section 5.3 CHANGES IN TAX, DEBT, CREDIT AND DOCUMENTARY STAMP LAWS. (a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury then Lender shall have the option by written notice of not less than one hundred twenty (120) days to declare the Debt immediately due and payable, without prepayment penalty or premium.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable, without prepayment penalty or premium.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 SPLITTING OF MORTGAGE. This Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election and cost of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of



the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses identical to those contained herein and in the Note, and such other documents and instruments as may be required by Lender; provided that the interest rate set forth in any notes shall be the same as the interest rate provided in the Note, the economic terms and Maturity Date of the notes are identical to those in the Note, the obligations of Borrower under the Loan Documents shall not be increased and Borrower's rights under the Loan Documents shall not be decreased.

Section 5.5 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

#### Article 6 — DUE ON SALE/ENCUMBRANCE

Section 6.1 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 6.2 NO TRANSFER . Borrower shall not permit or suffer any Transfer to occur, unless specifically permitted by Article 8 of the Loan Agreement or unless Lender shall consent thereto in writing.

Section 6.3 TRANSFER DEFINED. Subject to Section 8 of the Loan Agreement, as used in this Article 6 "TRANSFER" shall mean any voluntary or involuntary sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer of: (a) all or any part of the Property or any estate or interest therein including, but not be limited to, (i) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments, (ii) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder and its affiliates or (iii) a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; or (b) any ownership interest in (i) Borrower or (ii) any indemnitor or guarantor of any Obligations or (iii) any corporation, partnership, limited liability company, trust or other entity

owning, directly or indirectly, any interest in Borrower or any indemnitor or guarantor of any Obligations.

Section 6.4 LENDER'S RIGHTS. Except as otherwise provided in Section 8 of the Loan Agreement, without obligating Lender to grant any consent under Section 6.2 hereof which Lender may grant or withhold in its sole discretion, Lender reserves the right to condition the consent required hereunder upon (a) a modification of the terms hereof and of the Loan Agreement, the Note or the other Loan Documents; (b) an assumption of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents as so modified by the proposed transferee, subject to the provisions of Section 11.22 of the Loan Agreement; (c) payment of all of Lender's expenses actually incurred in connection with such transfer; (d) the confirmation in writing by the applicable Rating Agencies that the proposed transfer will not, in and of itself, result in a downgrade, qualification or withdrawal of the initial, or, if higher, then current ratings assigned in connection with any Securitization; (e) the delivery of a nonconsolidation opinion reflecting the proposed transfer satisfactory in form and substance to Lender; (f) the proposed transferee's continued compliance with the representations and covenants set forth in Section 3.1.24 and 4.2.8 of the Loan Agreement; (g) the delivery of evidence satisfactory to Lender that the single purpose nature and bankruptcy remoteness of Borrower, its shareholders, partners or members, as the case may be, following such transfers are in accordance with the standards of the Rating Agencies; (h) the proposed transferee's ability to satisfy Lender's then-current underwriting standards; or (i) such other conditions as Lender shall determine in its reasonable discretion to be in the interest of Lender, including, without limitation, the creditworthiness, reputation and qualifications of the transferee with respect to the Loan and the Property. Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon a Transfer without Lender's consent. This provision shall apply to every Transfer, other than any Transfer permitted pursuant to the Loan Agreement, regardless of whether voluntary or not, or whether or not Lender has consented to any previous Transfer.

#### Article 7 — RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and

payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and the Personal Property, or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment and the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its uncontrolled discretion:

(i) Taxes and Other Charges;

(ii) Insurance Premiums;

(iii) Interest on the unpaid principal balance of the Note;

(iv) intentionally omitted;

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(k) pursue such other remedies as Lender may have under applicable law; or

(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.3 RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such

extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 ACTIONS AND PROCEEDINGS. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 7.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 7.6 EXAMINATION OF BOOKS AND RECORDS. At reasonable times and upon reasonable notice, Lender, its agents, accountants and attorneys shall have the right to examine the records, books, management and other papers of Borrower which reflect upon its financial condition, at the Property or at any office regularly maintained by Borrower where the books and records are located. Lender and its agents shall have the right to make copies and extracts from the foregoing records and other papers. In addition, at reasonable times and upon reasonable notice, Lender, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Borrower pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Borrower where the books and records are located. This Section 7.6 shall apply throughout the term of the Note and without regard to whether an Event of Default has occurred or is continuing, provided that any entry and inspection hereunder shall be conducted in a manner designed to minimize interference with Borrower or the operation of the Property.

Section 7.7 OTHER RIGHTS, ETC. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any

agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 VIOLATION OF LAWS. If the Property is not in material compliance with Legal Requirements and such noncompliance results in a Material Adverse Effect, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 7.10 RECOURSE AND CHOICE OF REMEDIES. Notwithstanding any other provision of this Security Instrument or the Loan Agreement, including, without limitation, Section 11.22 of the Loan Agreement, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower, any guarantor and indemnitor contained in Sections 9.2 and 9.3 herein without first resorting to or exhausting any security or collateral and without first having recourse to the Note or any of the Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Borrower and any guarantor or indemnitor with respect to the Loan. The provisions of Sections 9.2 and 9.3 herein are exceptions to any non-recourse or exculpation provisions in the Loan Agreement, the Note, this Security Instrument

or the other Loan Documents, and Borrower and any guarantor or indemnitor with respect to the Loan are fully and personally liable for the obligations pursuant to Sections 9.2 and 9.3 herein. The liability of Borrower and any guarantor or indemnitor with respect to the Loan pursuant to Sections 9.2 and 9.3 herein is not limited to the original principal amount of the Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to Sections 9.2 and 9.3 herein, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions. In addition, Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in the Environmental Indemnity.

Section 7.11 RIGHT OF ENTRY. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

#### Article 8 — INTENTIONALLY OMITTED

#### Article 9 — INDEMNIFICATION

Section 9.1 GENERAL INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, (including but not limited to reasonable attorneys' fees and other costs of defense) (collectively, the "LOSSES") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following, except to the extent caused by the gross negligence, willful misconduct or bad faith by an Indemnified Party of any of the Loan Documents: (a) ownership of this Security Instrument, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, and the Note, the Loan Agreement, this Security Instrument, or any other Loan Documents; (c) any and all lawful action that may be taken by Lender in connection with the enforcement of the provisions of this Security Instrument or the Loan Agreement or the Note or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower, any guarantor or indemnitor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of Borrower to perform or be in compliance with any of the terms of this Security Instrument; (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for

Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Security Instrument, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Security Instrument is made; (i) any failure of the Property to be in compliance with any Legal Requirements; (j) the enforcement by any Indemnified Party of the provisions of this Article 9; (k) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (l) the payment of any commission, charge or brokerage fee to anyone claiming through Borrower which may be payable in connection with the funding of the Loan; or (m) any misrepresentation made by Borrower in this Security Instrument or any other Loan Document. Any amounts payable to Lender by reason of the application of this Section 9.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. For purposes of this Article 9, the term "INDEMNIFIED PARTIES" means Lender and any Person who is or will have been involved in the origination of the Loan, any Person who is or will have been involved in the servicing of the Loan secured hereby, any Person in whose name the encumbrance created by this Security Instrument is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Loan secured hereby (including, but not limited to, investors or prospective investors in the Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan secured hereby for the benefit of third parties) as well as the respective directors, officers, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including but not limited to any other Person who holds or acquires or will have held a participation or other full or partial interest in the Loan, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business).

Section 9.2 MORTGAGE AND/OR INTANGIBLE TAX. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any withholding, income, franchise or other similar taxes.

Section 9.3 ERISA INDEMNIFICATION. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense, and settlement of Losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Lender's sole discretion) that Lender may incur, directly or indirectly, as a result of a default under Sections 3.1.8 or 4.2.8 of the Loan Agreement.

Section 9.4 INTENTIONALLY OMITTED.



Section 9.5 DUTY TO DEFEND; ATTORNEYS' FEES AND OTHER FEES AND EXPENSES. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Borrower and any Indemnified Party and Borrower and such Indemnified Party shall have reasonably concluded that a conflict exists, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals actually incurred in connection therewith.

#### Article 10 — WAIVERS

Section 10.1 WAIVER OF COUNTERCLAIM. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations; provided, however, that such waiver shall not preclude borrower's assertion of such claims in a separate action against Lender.

Section 10.2 MARSHALLING AND OTHER MATTERS. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 10.3 WAIVER OF NOTICE. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument and the other Loan Documents specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 10.4 WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 10.5 SURVIVAL. The indemnifications made pursuant to Section 9.3 herein and, subject to the provisions of the Environmental Indemnity, the representations and warranties, covenants, and other obligations arising under the Environmental Indemnity arising during the period of time Borrower owns the Property, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by: any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Lender's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Lender's rights and remedies pursuant hereto including but not limited to foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Borrower or by Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Borrower from the obligations pursuant hereto.

#### Article 11 — EXCULPATION

The provisions of Section 11.22 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

#### Article 12 — NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

#### Article 13 — APPLICABLE LAW

Section 13.1 GOVERNING LAW. (A) THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND

CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, AND THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO Section 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT

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AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN

OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 13.2 USURY LAWS. Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 13.3 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

#### Article 14 — DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "BORROWER" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "LENDER" shall mean "Lender and any subsequent holder of the Note," the word "NOTE" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "PROPERTY" shall include any portion of the Property and any interest therein, and the phrases "ATTORNEYS' FEES", "LEGAL FEES" and "COUNSEL FEES" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

#### Article 15 — MISCELLANEOUS PROVISIONS

Section 15.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2 SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 15.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 15.7 ENTIRE AGREEMENT. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 15.8 LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger until such time as Lender or its designee takes title to the Property. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Article 16 — MASSACHUSETTS -SPECIFIC PROVISIONS

Section 16.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 16 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 BORROWER'S INTEREST IN THE PROPERTY. Borrower has good and marketable fee simple title to the Property. Borrower will preserve its interest in and title to the Property and will forever defend same.

Section 16.3 STATUTORY POWER OF SALE.

(a) This Mortgage is intended to constitute: (i) a mortgage deed under Massachusetts General Laws c. 183, § 18, (ii) a security agreement and financing statement under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and (iii) a notice of assignment of rents or profits under Massachusetts General Laws c. 183 § 4. This Mortgage is also intended to operate and be construed as an absolute present assignment of the rents, issues and profits of the Property, Borrower hereby agreeing, as provided for in Massachusetts General Laws c. 183, § 26, that Lender is entitled to receive the rents, issues and profits of the Property prior to an Event of Default and without entering upon or taking possession of the Property.

(b) This Mortgage is granted by Borrower WITH MORTGAGE COVENANTS and upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements on the part of the Borrower herein undertaken shall be kept and fully and seasonably performed and that no breach of any other of the conditions specified herein shall be permitted, for any breach of which conditions, the Lender shall have the STATUTORY POWER OF SALE.

Section 16.4 SALE OR OTHER DISPOSITION OF THE PROPERTY. Any sale or other disposition of the Property may be at public or private sale, to the extent such private sale is authorized under the provisions of the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, upon such terms and in such manner as Lender deems advisable. Lender may conduct any such sale or other disposition of the Property upon the Premises, in which event Borrower shall not be liable for any rent or charge for such use of the Premises. Lender may purchase the Property, or any portion of it, at any sale held under this Section. With respect to any of the property comprising the Property to be sold pursuant to the Uniform Commercial Code, Lender shall give Borrower at least seven (7) days written notice of the date, time, and place of any proposed public sale, or such additional notice as may be required under the laws of the Commonwealth of Massachusetts, and of the date after which any private sale or other disposition may be made. Lender may sell any of the Property as part of the Premises and Improvements comprising the Property, or any portion or unit thereof, at the foreclosure sale or sales conducted pursuant hereto. If the provisions of the Uniform Commercial Code are applicable to any part of the Property which is to be sold in combination with or as part of the Premises and Improvements comprising the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the STATUTORY POWER OF SALE with respect to the Lender's right, title and interest in and to Premises and

Improvements or any part thereof. Borrower's waives any right to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event all or part of the Property is included at any foreclosure sale conducted pursuant hereto, a single total price for the Property, or such part thereof as is sold, may be accepted by Lender with no obligation to distinguish between the application of such proceeds amongst the property comprising the Property.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by Borrower as of the day and year first above written.

BORROWER:

CEDAR-FRANKLIN VILLAGE LLC,  
a Delaware limited liability company

By: Cedar-Franklin Village 2 LLC, a Delaware limited liability  
company, its sole member

By: Cedar Shopping Centers Partnership, L.P., a Delaware limited  
partnership, its sole member

By: Cedar Shopping Centers, Inc., a Maryland corporation, its general  
partner

By: \_\_\_\_\_

Name: Brenda J. Walker

Title: Vice President

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EXHIBIT A  
LEGAL DESCRIPTION

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EXHIBIT A

Franklin Village Shopping Center  
Legal Description

A certain parcel of land located on the southerly side of West Central Street and the easterly side of Interstate Route 495 in the Town of Franklin, Norfolk County, Commonwealth of Massachusetts, said described parcel of land is more particularly bounded and described as follows:

Beginning at a point on the southerly sideline of said West Central Street, at land (formerly of Eva A. Goldenberg) now or formerly of Renaissance Development Corp.; thence running

S00°00'04"W	a distance of 1086.71 feet by land now or formerly of Renaissance Development Corp., crossing a railroad right of way, to a point on the centerline of Mine Brook; thence running
Southwesterly	by the centerline of said Mine Brook a distance of 1032 feet, more or less (with a tie-line bearing S74°53'31"W a distance of 825.44 feet) to a point on the easterly sideline of said Route 495; thence running
Northwesterly	along the arc of a non-tangent curve to the left having a radius of 8125.00 feet an arc length of 206.00 feet (with chord of 205.99 feet bearing N25°24'07"W) along the easterly sideline of said Route 495 to a point at land of Consolidated Rail Corporation; thence running
S83°26'26"E	a distance of 69.63 feet to a point; thence running
N01°09'16"W	a distance of 83.26 feet to a point; thence running
N83°26'26"W	a distance of 112.10 feet, the previous three (3) courses being by land now or formerly of said Consolidated Rail Corporation to a point on the easterly sideline of said Route 495; thence running
Northwesterly	along the arc of a non-tangent curve to the left having a radius of 8125.00 feet an arc length of 308.95 feet (with a chord of 308.93 feet bearing N27°54'41"W), to a Massachusetts Highway Bound on the easterly sideline of said Route 495; thence running

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N16°25'12"W	a distance of 564.18 feet the previous two courses being along the easterly sideline of said Route 495 to a point at land now or formerly of Setrak G. & Agnes Yergatian; thence running
N01°53'56"W	a distance of 57.37 feet by land now or formerly of said Setrak G. & Agnes Yergatian to a point at land now or formerly of Henry R. & Doris E. Melin; thence running
N03°50'04"W	a distance of 66.38 feet to a point; thence running
N00°28'56"W	a distance of 59.14 feet the previous two courses by land now or formerly of said Henry R. & Doris E. Melin to a point on the easterly sideline of said Route 495; thence running
Northeasterly	along the arc of a non-tangent curve to the right having a radius of 160.00 feet an arc length of 48.70 feet (with a chord of 48.51 feet bearing N36°23'43"E) to a point on the southerly sideline of said West Central Street; thence running
N69°46'54"E	a distance of 162.42 feet to a point on the southerly sideline of said West Central Street at land now or formerly of Mobil Oil Corporation; thence running
S07°34'50"E	a distance of 130.54 feet to a point; thence running
N82°25'10"E	a distance of 165.00 feet to a point; thence running
N03°52'42"E	a distance of 75.51 feet to a point; thence running
N07°34'50"W	a distance of 64.60 feet the previous four (4) courses being by land now or formerly of said Mobil Oil Corporation to a point on a curve on the southerly sideline of said West Central Street; thence running
Northeasterly	along the arc of a curve to the right having a radius of 3564.00 feet an arc length of 127.32 feet (with a chord of 127.31 feet bearing N82°33'48"E) to a point of tangency; thence running
S87°02'11"E	a distance of 108.03 feet to a point; thence running
N85°41'54"E	a distance of 48.28 feet to a point of curvature; thence running
Northeasterly	along the arc of a curve to the right having a radius of 1148.00 feet an arc length of 73.34 feet (with a chord of 73.33 feet bearing N87°22'06"E) to a point of compound curvature; thence running

- Southeasterly along the arc of a curve to the right having a radius of 54.00 feet an arc length of 82.60 feet (with a chord of 74.78 feet bearing S46°25'51"E) to a point of compound curvature; thence running
- Southeasterly along the arc of a curve to the right having a radius of 74.00 feet an arc length of 6.17 feet (with a chord of 5.85 feet bearing S04°14'12"E) to a point; thence running
- S78°01'00"E a distance of 109.19 feet to a point on a curve; thence running
- Northeasterly along the arc of a curve to the left having a radius of 54.00 feet a length of 98.09 feet (with a chord of 85.15 feet bearing N45°31'48"E) to a point of compound curvature; thence running
- Southeasterly along the arc of a curve to the left having a radius of 954.00 feet an arc length of 255.90 feet (with a chord of 255.14 feet bearing S74°44'49"E) to a point of compound curvature; thence running
- Southeasterly along the arc of a curve to the left having a radius of 2494.00 feet an arc length of 63.40 feet (with a chord of 63.39 feet bearing S66°20'03"E) the previous ten (10) courses being along the southerly sideline of said West Central Street to a point on a curve on southerly sideline of said West Central Street at the point of beginning.

The above described land contains 33.664 acres, more or less; excepting the Rail Road Right-of-Way from the above described parcel of land, Lot 81-61 contains an area of 32.066 acres more or less.

**AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS**

**BY AND BETWEEN**

**CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, as seller

**AND**

**HOMBURG HOLDINGS (U.S.) INC.**, as purchaser

Dated as of March 26, 2007

Premises:

Pennsboro Commons  
Enola, PA

Fieldstone Marketplace  
New Bedford, MA

Stone Hedge Square  
Carlisle, PA

Meadows Marketplace  
Hershey, PA

Spring Meadow  
Wyomissing, PA

Ayr Town Center  
McConnellsburg, PA

Aston Center  
Aston, PA

Scott Town Center  
Bloomsburg, PA

Parkway Plaza  
Mechanicsburg, PA

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## EXHIBITS

A-1 – A-9:	Land
B:	Form of Amended and Restated Limited Partnership Agreement
C-1 – C-2:	Pre-Homburg Property Owner Agreements
D:	Form of Management Agreement
E:	Allotted Consideration
F:	Form of Escrow Agreement
G:	Form of Assignment and Assumption Agreement
H:	Form of Title Affidavit
I:	Deposit Allocation

## SCHEDULES

1:	Property Owners
2:	Service Contracts
3:	Leases
4:	Tenant Improvements
5:	Litigation
6:	Current Loan Documents
7:	Base Rental Income
8:	Material Tenant Defaults

**AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS**

AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS (this "**Agreement**"), made as of the 26th day of March, 2007, by and between CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("**Cedar**") and HOMBURG HOLDINGS (U.S.) INC., a Colorado corporation ("**Homburg**").

WITNESSETH:

**WHEREAS**, each Existing Cedar Property Owner (as hereinafter defined) owns a one hundred percent (100%) fee simple interest in the applicable Existing Cedar Property (as hereinafter defined), as more particularly set forth on Schedule 1 attached hereto;

**WHEREAS**, Cedar directly or indirectly owns and controls each of the Existing Cedar Property Owners;

**WHEREAS**, pursuant to the applicable Purchase Contracts (as hereinafter defined), Cedar is under contract to purchase the Contract Properties in accordance with the respective terms and conditions set forth therein;

**WHEREAS**, subject to the terms of Section 2(a) of this Agreement, prior to the applicable Closing Date (as hereinafter defined), at the request of Homburg, Cedar has agreed to (a) cause the Conversion of each of the Existing Cedar Property Owners and (b) form the Contract Property Owners (as hereinafter defined) as limited partnerships for purposes of taking title to the applicable Contract Properties in accordance with the terms of the applicable Purchase Contracts (each, a "**Formation**" and collectively, the "**Formations**"). Each Existing Cedar Property Owner (after the applicable Conversion) and each Contract Property Owner (once formed) shall be comprised of (x) Cedar, or its wholly-owned subsidiary limited liability company, as determined by Cedar, having a ninety-nine percent (99%) limited partnership interest and (y) a Cedar GP (as hereinafter defined) having a one percent (1%) general partnership interest;

**WHEREAS**, in exchange for the Consideration (as hereinafter defined) and subject to the terms and conditions hereinafter set forth, on the applicable Closing Date, Cedar has agreed to transfer eighty percent (80%) of the aggregate limited partnership interests in each Property Owner (the "**Interests**") to Homburg in accordance with the terms of this Agreement, and in each such case, the respective Percentage Interests (as hereinafter defined) of Cedar shall be adjusted as provided herein;

**WHEREAS**, subject to the terms and conditions hereinafter set forth, Homburg has agreed to pay the Allotted Consideration (as hereinafter defined) in exchange for the Interests on the applicable Closing Date, and thereby receive its respective Percentage Interest in each of the Property Owners; and

**WHEREAS**, from and after the applicable Closing, Homburg may elect pursuant to the terms and provisions of the applicable Amended and Restated Partnership Agreement to assign up to seventy five percent (75%) of the Interests (i.e. sixty percent (60%) of the aggregate partnership interests) in each Property Owner to a Delaware limited partnership ("**HP**")

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comprised of one or more Non-U.S. Persons as limited partners and HPBV (as hereinafter defined) or an affiliate thereof, as general partner, as more particularly set forth in the applicable Amended and Restated Partnership Agreement (the “**Syndication**”).

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cedar and Homburg hereby agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

Additional Title Objections: As defined in Section 23(b).

Agreement: As defined in the Preamble.

Allotted Consideration: As defined in Section 2(c).

Allotted Deposit: As defined in Section 3.

Amended and Restated Partnership Agreement(s): Collectively or singularly, as applicable, the Amended and Restated Limited Partnership Agreement of each of the Property Owners, to be entered into by and among the applicable Cedar Partners and Homburg, in substantially the form attached hereto as Exhibit B.

Assignment and Assumption Agreement: As defined in Section 15(a).

Assumption Consents: As defined in Section 10(c).

Aston Center Loan: As defined in Section 11(a).

Aston Center Loan Documents: As defined in Section 11(a).

Ayr Town Center Loan: As defined in Section 11(a).

Ayr Town Center Loan Documents: As defined in Section 11(a).

Base Rental Income: As defined in Section 2(d).

Board Consent: As defined in Section 40.

Buildings: With respect to each parcel of Land, all buildings, structures (surface and subsurface), installations and other improvements located thereon.

Business Day: Any day, other than a Saturday or Sunday, on which commercial banks in the State of New York are not required or authorized to be closed for business.

Cedar: As defined in the Preamble.

Cedar Deliveries: As defined in Section 15(a).

Cedar GP(s): Affiliate(s) of Cedar designated by Cedar to serve as the general partner of each Property Owner following the Conversions and Formations, as applicable.

Cedar Partners: With respect to each Property Owner, (x) the applicable Cedar GP and (y) Cedar, or its wholly-owned subsidiary limited liability company, as determined by Cedar.

Cedar Related Parties: Cedar and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity acting on Cedar's behalf or otherwise related to or affiliated with Cedar.

Closing: The closing of a Transaction contemplated hereby.

Closing Date: As defined in Section 4.

Closing Date Rental Income: As defined in Section 2(d).

Closing Date Representations: As defined in Section 15(a).

Commission: The United States Securities and Exchange Commission.

Consent Deadline: As defined in Section 40.

Consideration: As defined in Section 2(c).

Contract Properties: Collectively or individually, as applicable, the following Properties: (i) Spring Meadow Shopping Center, located in Wyomissing, Pennsylvania; (ii) Ayr Town Center, located in McConnellsburg, Pennsylvania; (iii) Aston Center, located in Aston, Pennsylvania; (iv) Scott Town Center, located in Bloomsburg, Pennsylvania; and (v) Parkway Plaza, located in Mechanicsburg, Pennsylvania.

Contract Property Owners: Individually and collectively, as applicable, the to-be-formed entities identified in Schedule 1 attached hereto, each as owner of the Contract Property indicated opposite its name following the applicable Purchase Contract Closing; provided, however, that the names of such entities may be modified, in the discretion of Cedar, prior to such Purchase Contract Closing with notice thereof to Homburg. Notwithstanding the foregoing, in the event that, pursuant to any amendment of the Purchase Contracts, Cedar shall purchase all of the direct or indirect interests in one or more of the sellers under the Purchase Contracts rather than purchase the fee interests in the applicable Contract Property(ies), then the term "**Contract Property Owners**" (or "**Property Owner**" as and to the extent the context in which such term is used describes one or more Contract Property Owners) as used throughout this Agreement, including, but not limited to, Section 11(a) and Section 17 hereof, shall be deemed to mean the applicable seller under the Purchase Contract from and after the date that Cedar shall have acquired the beneficial interests therein at the applicable Purchase Contract Closing.

Contract Transactions: Individually or collectively, as applicable, the Closing of the transfer of the Interests related to one or more of the Contract Properties to Homburg in accordance with the terms of this Agreement.

Conversion: The conversion of an entity to a limited partnership.

CSCI: Cedar Shopping Centers, Inc., a Maryland corporation, and any successors thereto.

Current Lenders: Collectively, the mortgage lenders under each of the Current Loans.

Current Loan Documents: Collectively, the Pennsboro Loan Documents, the Fieldstone Marketplace Loan Documents, the Meadows Marketplace Loan Documents, the Aston Center Loan Documents, the Ayr Town Center Loan Documents, the Scott Town Center Loan Documents and the Spring Meadow Loan Documents.

Current Loans: Collectively, the Pennsboro Loan, the Fieldstone Marketplace Loan, the Meadows Marketplace Loan, the Aston Center Loan, the Ayr Town Center Loan, the Scott Town Center Loan and the Spring Meadow Loan.

Default Notice: As defined in Section 22(c).

Defaulting Party: As defined in Section 22(c).

Defeasance Notice: As defined in Section 10(d).

Defeased Current Loan: As defined in Section 10(d).

Deposit: As defined in Section 3.

Due Diligence Period: As defined in Section 6.

Equity Sale: As defined in Section 14(b).

Equity Sale Amendment: As defined in Section 14(b).

Executive Order 13224: Executive Order 13224–Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued by OFAC.

Existing Cedar Properties: Collectively or individually, as applicable, the following Properties: (i) Pennsboro Commons, located in Enola, Pennsylvania, (ii) Fieldstone Marketplace, located in New Bedford, Massachusetts, (iii) Stone Hedge Square, located in Carlisle, Pennsylvania and (iv) Meadows Marketplace, located in Hershey, Pennsylvania.

Existing Cedar Property Owner(s): Individually and collectively, as applicable, the entities identified in Schedule 1 attached hereto, each as owner of the Existing Cedar Property indicated opposite its name.

Existing Cedar Property Transactions: Individually or collectively, as applicable, the Closing of the transfer of the Interests related to one or more of the Existing Cedar Properties to Homburg in accordance with the terms of this Agreement.

Extension Period: As defined in Section 10(b).

Fieldstone Marketplace Loan: As defined in Section 11(a).

Fieldstone Marketplace Loan Documents: As defined in Section 11(a).

First Scheduled Closing Date: As defined in Section 4.

Formation or Formations: As defined in the Recitals.

Governmental Authority: Any agency, instrumentality, department, commission, court, tribunal or board of any government, whether foreign or domestic and whether national, federal, state, provincial, local or any quasi-governmental entity.

HP: As defined in the Recitals.

HPBV: Homburg Participaties B.V., a Netherlands limited liability company.

Homburg: As defined in the Preamble.

Homburg Deliveries: As defined in Section 15(b).

Homburg Related Party: As defined in Section 15(a).

Homburg Representatives: The directors, officers, employees, affiliates, partners, members, brokers, agents or other representatives, including, without limitation, attorneys, accountants, contractors, consultants, engineers and financial advisors of Homburg.

Information: As defined in Section 8(e).

Interests: As defined in the Recitals.

Investigations: As defined in Section 6.

Land: As applicable, that certain parcel of land located in (i) Enola, Pennsylvania, (ii) New Bedford, Massachusetts, (iii) Carlisle, Pennsylvania, (iv) Hershey, Pennsylvania, (v) Wyomissing, Pennsylvania, (vi) McConnellsburg, Pennsylvania, (vii) Aston, Pennsylvania, (viii) Bloomsburg, Pennsylvania and (ix) Mechanicsburg, Pennsylvania, all as more particularly described in Exhibits A-1 through A-9 hereof, respectively.

Leases: With respect to each Property, (i) the leases described on Schedule 3 attached hereto and made a part hereof (collectively, the **“Lease Exhibit”**) with respect to such Property, (ii) the leases entered into by any Property Owner in accordance with Section 14(a) hereof and (iii) prior to any Purchase Contract Closing, the leases entered into by the seller under the applicable Purchase Contract and, as and to the extent provided for in Section 14(a) hereof, approved by Homburg in accordance with such Section 14(a).

Loan Approval Deadline: As defined in Section 10(b).

Loan Approvals: As defined in Section 10(a).

Loan Estoppel Statement: As defined in Section 10(a).

Management Agreements: With respect to each Property, the Property Management Agreement to be entered into at the applicable Closing between the applicable Property Owner and Manager for the management and leasing of such Property, the form of which is attached hereto as Exhibit D.

Manager: Cedar or an affiliate of Cedar, as determined by Cedar (provided such affiliate is directly or indirectly wholly-owned by Cedar or CSCI and generally manages the other properties directly or indirectly owned by Cedar).

Mandatory Cure Item: As defined in Section 23(c).

Marketing Fee: As defined in Section 42.

Meadows Marketplace Loan: As defined in Section 11(a).

Meadows Marketplace Loan Documents: As defined in Section 11(a).

Net Consideration: As defined in Section 2(c).

New Parkway Plaza Application: As defined in Section 14(d).

New Parkway Plaza Loan: As defined in Section 14(d).

New Parkway Plaza Loan Documents: As defined in Section 14(d).

New Stone Hedge Application: As defined in Section 14(e).

New Stone Hedge Loan: As defined in Section 14(e).

New Stone Hedge Loan Documents: As defined in Section 14(e).

Non-Defaulting Party: As defined in Section 22(c).

Non-U.S. Person: A Person that is not a “U.S. Person” as defined in Regulation S of the Securities Act of 1933, as amended.

OFAC: The Office of Foreign Assets Control of the United States Department of the Treasury.

OFAC Lists: As defined in Section 12(a).

Outside Closing Date: As defined in Section 4.

Parkway Plaza Property: The Property known as Parkway Plaza, located in Mechanicsburg, Pennsylvania.

Pennsboro Loan: As defined in Section 11(a).

Pennsboro Loan Documents: As defined in Section 11(a).

Percentage Interest: The respective partnership interest of the Cedar Partners and Homburg in the Property Owners from and after the applicable Closing Date as follows: (x) the percentage interest of each Cedar GP shall be one percent (1%) and the percentage interest of Cedar (or its wholly-owned subsidiary limited liability company, as determined by Cedar) shall be nineteen percent (19%) and (y) the percentage interest of Homburg shall be eighty percent (80%).

Permitted Exceptions: With respect to each Property (unless otherwise provided herein): (i) any state of facts that an accurate survey may show; (ii) as applicable, subject to the rights of Homburg pursuant to Section 10 hereof, any Current Loan Documents and, subject to any approval rights of Homburg pursuant to Section 14 hereof, the New Parkway Plaza Loan Documents and the New Stone Hedge Loan Documents; (iii) with respect to the Existing Cedar Properties, those matters specifically set forth on Schedule B of the current Title Policy of the applicable Existing Cedar Property Owner other than any Mandatory Cure Items (it being agreed, however, that the classification of any mortgage, deed of trust, assignment of leases and rents, financing statement, or other loan document set forth on Schedule B of a current Title Policy as a Permitted Exception shall be governed by clause (ii) above); (iii) all laws, ordinances, rules and regulations of the United States, the Commonwealth in which the Property is located, or any Governmental Authority, as the same may now exist or may be hereafter modified, supplemented or promulgated; (iv) all presently existing and future liens of real estate taxes or assessments and water rates, water meter charges, water frontage charges and sewer taxes, rents and charges, if any, provided that such items are not yet due and payable and are apportioned as provided in this Agreement; (v) any other matter or thing affecting title to such Property that Homburg shall have agreed or be deemed to have agreed to waive as a Title Objection or Additional Title Objection; (vi) all violations of laws, ordinances, orders, requirements or regulations of any Governmental Authority and existing on the applicable Closing Date, whether or not noted in the records of or issued by any Governmental Authority; (vi) all utility easements and (vii) all other matters of record which do prohibit or materially and adversely interfere with the present use or operation of the applicable Property, or materially and adversely affect the value of the applicable Property.

Person: An individual, partnership, joint venture, corporation, trust or other entity.



Personal Property: With respect to each Property, all right, title and interest of the applicable Property Owner, if any, in and to the fixtures, equipment and other personal property owned by such Property Owner and attached or appurtenant to the applicable Property.

Pre-Homburg Property Owner Agreements: Prior to the respective Conversions, the limited liability company agreement of each Existing Cedar Property Owner identified on Exhibit C-1 attached hereto and following the respective Conversions and Formations but prior to the applicable Closing Date, the limited partnership agreement of each Property Owner in substantially the form attached hereto as Exhibit C-2; provided, however, that if a Purchase Contract Closing shall close simultaneous with a Contract Closing hereunder, then no Pre-Homburg Property Owner Agreement will have been executed in connection therewith (it being the intention of the parties that the applicable Amended and Restated Partnership Agreement will be modified to reflect the same as the initial partnership agreement of the applicable Property Owner).

Property or Properties: Individually or collectively, as applicable, those certain real properties commonly known as (i) Pennsboro Commons, located in Enola, Pennsylvania, (ii) Fieldstone Marketplace, located in New Bedford, Massachusetts, (iii) Stone Hedge Square, located in Carlisle, Pennsylvania, (iv) Meadows Marketplace, located in Hershey, Pennsylvania, (v) Spring Meadow, located in Wyomissing, Pennsylvania, (vi) Ayr Town Center, located in McConnellsburg, Pennsylvania, (vii) Aston Center, located in Aston, Pennsylvania, (viii) Scott Town Center, located in Bloomsburg, Pennsylvania, and (ix) Parkway Plaza, located in Mechanicsburg, Pennsylvania, as more particularly described in Exhibits A-1 through A-9 attached hereto, respectively, together with all of the Buildings located or to be developed thereon, and also together with all rights related thereto, including, without limitation, the Land, the Personal Property and all easements for ingress, egress, parking, utility service and other appurtenances thereto.

Property Owner or Property Owners: Individually or collectively, as applicable, the Existing Cedar Property Owners and, after the applicable Purchase Contract Closings, the Contract Property Owners.

Purchase Contract or Purchase Contracts: Individually or collectively, as applicable, that certain (i) Agreement for the Sale of Real Estate, dated as of December 11, 2006, made by and between Cedar, as buyer, and Wyomissing Center, LLC, as seller, with respect to the Property known as Spring Meadow, located in Wyomissing, Pennsylvania, (ii) Agreement for the Sale of Real Estate, dated as of December 11, 2006, made by and between Cedar, as buyer, and McConnellsburg Center, LLC, as seller, with respect to the Property known as Ayr Town Center, located in McConnellsburg, Pennsylvania, (iii) Agreement for the Sale of Real Estate, dated as of December 11, 2006, made by and between Cedar, as buyer, and Aston Center, LLC, as seller, with respect to the Property known as Aston Center, located in Aston, Pennsylvania, (iv) Agreement for the Sale of Real Estate, dated as of December 11, 2006, made by and between Cedar, as buyer, and Bloomsburg Center, LLC, as seller, with respect to the Property known as Scott Town Center, located in Bloomsburg, Pennsylvania, as amended by letter amendment dated January 8, 2007 and (v) Agreement for the Sale of Real Estate, dated as of December 11, 2006, made by and between Cedar, as buyer, and Caldwell Development, Inc.,

as seller, with respect to the Property known as Parkway Plaza, located in Mechanicsburg, Pennsylvania, as amended by letter amendment dated January 8, 2007.

Purchase Contract Closing: As defined in Section 6.

Remaining Scheduled Closing Date(s): As defined in Section 4.

Rental Income: With respect to each Property, the rental income generated pursuant to the applicable Leases.

Rental Income Shortfall Amount: As defined in Section 2(d).

Scheduled Closing Date(s): As defined in Section 4.

Scott Town Center Loan: As defined in Section 11(a).

Scott Town Center Loan Documents: As defined in Section 11(a).

Securities Act: The Securities Act of 1933, as amended.

Settlement Statement: As defined in Section 15(a).

Service Contracts: With respect to each Property, (i) the contracts described on Schedule 2 attached hereto and made a part hereof, (ii) Terminable Service Contracts, (iii) contracts entered into by any Property Owner in accordance with Section 14 hereof and (iv) prior to any Purchase Contract Closing, contracts entered into by the seller under the applicable Purchase Contract.

Spring Meadow Loan: As defined in Section 11(a).

Spring Meadow Loan Documents: As defined in Section 11(a).

Stone Hedge Line of Credit: The revolving line of credit from Bank of America encumbering, inter alia, the Stone Hedge Property as of the date hereof.

Stone Hedge Property: The Existing Cedar Property known as Stone Hedge Square, located in Carlisle, Pennsylvania.

Subject Interests: As defined in Section 10(b).

Subject Lease: As defined in Section 2(d).

Subject Property: As defined in Section 10(b).

Subject Transaction(s): As defined in Section 10(b).

Syndication: As defined in the Recitals.

Tenant Estoppels: As defined in Section 14(f).

Tenant Improvements: As defined in Section 17(f).

Terminable Service Contracts: With respect to any Property, contracts entered into in the ordinary course of business which are cancelable on sixty (60) days notice or less without premium or penalty.

Termination Notice: As defined in Section 9.

Title Company: LandAmerica Financial Group, Inc., Two Grand Central Tower 140 East 45th Street, 22nd Floor, New York, NY 10017, Attention: Robert Fitzgerald.

Title Objections: As defined in Section 23(a).

Title Reports: As defined in Section 23(a).

Title Objection Letter: As defined in Section 23(a).

Title Objection Response: As defined in Section 23(a).

Transaction(s): Individually and collectively, as applicable, the Existing Cedar Property Transactions and the Contract Transactions.

Transfer Taxes: As defined in Section 5(a).

Unpermitted Exception: As defined in Section 23(a).

Update Certificate: As defined in Section 15(a).

**2. Conversions and Formations: Consideration; Rental Income Shortfall Amount**

(a) Prior to the Closing of a Transaction, Cedar shall cause the Conversion or Formation, as the case may be, of the applicable Property Owner to occur. Notwithstanding the foregoing, in the event that Cedar shall purchase all of the direct or indirect interests in one or more of the sellers under the Purchase Contracts pursuant to an Equity Sale Amendment (i.e. instead of purchasing the fee interests in the applicable Contract Property(ies)), then in lieu of causing the Formation of the applicable Property Owner, Cedar shall, contemporaneously with or subsequent to the applicable Purchase Contract Closing but prior to the Closing of the applicable Contract Transaction, cause the Conversion of the seller entity so acquired by Cedar.

(b) On the Closing Date applicable to each Transaction, Cedar shall cause, as applicable, the subject Interests to be transferred to Homburg. From and after the applicable Closing Date, no Cedar Entity shall have any continuing obligations with respect to the subject Interests or Properties as transferor or seller thereof other than as expressly provided in this Agreement.

(c) The aggregate consideration payable by Homburg to Cedar on the Closing Dates for the Interests shall be \$135,560,000 (the "**Consideration**") as allocated to each Property as set forth in the applicable pro forma price schedule attached hereto as Exhibit E (the "**Allotted Consideration**"). The Allotted Consideration shall be (i) reduced for each Transaction by eighty percent (80%) of the outstanding principal amount as of the Closing Date of the Current Loan applicable thereto (or, if applicable, the New Parkway Plaza Loan or the New Stone Hedge Loan) and (ii) adjusted pursuant to the express terms of this Agreement (the Allotted Consideration, as so reduced and adjusted, the "**Net Consideration**"). Each of Cedar and Homburg (and their respective direct and indirect partners, members, owners, beneficiaries, investors, and shareholders) agree to allocate the Consideration as determined for U.S. federal income tax purposes (which shall include all capitalizable costs incurred in connection with the transactions hereunder) among the Properties for all purposes (including, without limitation, accounting, financial reporting and federal and applicable state and local income tax purposes) on the basis of Section 1060 of the Internal Revenue Code, as amended, and in a manner consistent with Exhibit E, as such allocation may be amended from time to time pursuant to the next sentence. The allocation of the Consideration shall be amended to reflect any adjustment to the Consideration. The Net Consideration shall be payable as follows:

(i) Homburg shall pay the applicable Net Consideration to Cedar, and in consideration therefor, Homburg shall be admitted as a limited partner of the applicable Property Owners; and

(ii) Homburg shall pay the Net Consideration to Cedar by wire transfer of immediately available federal funds to an account or accounts designated by Cedar.

(d) As of the applicable Closing Date, in the event that a tenant at any Existing Cedar Property shall have terminated or otherwise be in default of making required rental payments under its lease (such lease being, a "**Subject Lease**") and as a result, the annualized Rental Income of such Existing Cedar Property as of the applicable Closing Date (the "**Closing Date Rental Income**") shall be less than the annualized Rental Income for such Existing Cedar Property (such difference being the "**Rental Income Shortfall Amount**") as reflected on Schedule 7 attached hereto (the "**Base Rental Income**"), then Cedar shall pay to the applicable Property Owner (as constituted from and after the Closing Date), as and when the same would otherwise be required to be paid in accordance with the terms of the applicable Subject Lease, the rent attributable to the Rental Income Shortfall Amount (to the extent such rent is not otherwise received by the Property Owner). For purposes herein, the Closing Date Rental Income shall be determined by Cedar using the same methodology as used to determine the Base Rental Income and identified in Schedule 7. Notwithstanding the foregoing, the Rental Income Shortfall Amount shall be automatically adjusted downward as follows: (i) upon the date that any terminated Subject Lease was to have expired by its terms, the Rental Income Shortfall Amount shall be permanently reduced by an amount equal to the amount attributed to the Subject Lease in calculating the Rental Income Shortfall Amount pursuant to this Section 2(d) (it being the intent that from and after such date, Cedar's obligation under this Section 2(d) with respect to the Subject Lease shall terminate), (ii) upon such date as (x) one or more replacement tenants shall have commenced the payment of rent pursuant to one or more replacement leases of the premises (or any part thereof) at the Existing Cedar Property that was

originally leased pursuant to a terminated Subject Lease (provided such replacement lease(s) has a term substantially equal or greater to the term of the Subject Lease) or (y) one or more tenants shall have commenced the payment of rent pursuant to one or more new leases of space (or any part thereof) at the Existing Cedar Property that is noted as vacant on Schedule 7 attached hereto (provided that such new lease shall have an initial term of at least two (2) years), the Rental Income Shortfall Amount shall be permanently reduced by an amount equal to the aggregate rent being paid by such replacement or other tenant pursuant to such replacement lease(s) or new lease(s), as the case may be, for the first year of such replacement lease(s) or new lease(s), as applicable (provided that the rent for the first year of such replacement lease(s) or new lease(s) does not exceed the rent for any subsequent year of such lease(s) and provided further, that the amount by which the Rental Income Shortfall Amount shall be reduced shall be grossed up to reflect any "free rent" granted to the applicable tenant pursuant to its lease during the subject time period), and (iii) upon such date as any defaulting tenant under a Subject Lease shall recommence the payment of rent under such Subject Lease, the Rental Income Shortfall Amount shall be permanently reduced by an amount equal to the amount attributed to such Subject Lease in calculating the Rental Income Shortfall Amount pursuant to this Section 2(d) (it being the intent that from and after such date, Cedar's obligation under this Section 2(d) with respect to the Subject Lease shall terminate). For avoidance of doubt, the parties hereby acknowledge that the Rental Income Shortfall Amount, whether or not previously reduced pursuant to the terms of this Section 2(d), shall never be adjusted upwards (only downwards) even if, for example, but without limitation, the Rental Income of the applicable Existing Cedar Property shall be reduced to a level below the Closing Date Rental Income for any reason.

The provisions of this Section 2 shall survive the Closings.

3. Deposit. Within two (2) Business Days after the date this Agreement is executed and delivered by Cedar and Homburg, Homburg shall deposit with the Title Company, as escrowee, by wire transfer of immediately available federal funds to an account designated by the Title Company, the sum of Five Hundred Thousand Dollars (\$500,000) (together with all interest thereon, the "**Deposit**"), as allocated to each Property as set forth in Exhibit I attached hereto (the "**Allotted Deposit**"). The Deposit shall be held by the Title Company pursuant to the escrow agreement attached hereto as Exhibit F. If Homburg shall fail to deposit the Deposit with the Title Company within two (2) Business Days after the date this Agreement shall be executed and delivered by Cedar and Homburg, at Cedar's election exercised by delivery of written notice to Homburg following such two (2) Business Day period but prior to receipt of the Deposit, this Agreement shall be null, void ab initio and of no force or effect. At the Closing of each Transaction, the applicable Allotted Deposit shall be applied in partial payment of the applicable Allotted Consideration required to be made by Homburg at such Closing.

4. Closing. The closing (each a "**Closing**") of the Transactions shall occur in stages. The first Closing shall include at least four (4) Transactions and shall occur at 10:00 a.m. (Eastern time) on the date that is fifteen (15) days after the satisfaction (or waiver) of the last of all conditions precedent for at least four (4) Transactions (the "**First Scheduled Closing Date**"). Each of the remaining Transactions with respect to which all conditions precedent thereto have been satisfied or waived by the party entitled to do so, shall occur on the date that is fifteen (15) days after the satisfaction (or waiver) of the last of all such conditions precedent for the

applicable Transaction (each, a "**Remaining Scheduled Closing Date**"; together with the First Scheduled Closing Date, the "**Scheduled Closing Date(s)**"); provided, however, that Homburg shall have the right to adjourn a particular Scheduled Closing Date not more than two (2) times to a Business Day that is not later than June 29, 2007 by delivery of written notice to Cedar on or prior to the original Scheduled Closing Date of the adjourned Scheduled Closing Date. Without limitation to the foregoing, the parties agree to use commercially reasonable efforts to close as many of the Transactions on the same date as practicable. Notwithstanding the foregoing but subject to the right of Cedar to adjourn the Closing of one or more Transactions pursuant to Section 10(b) or Section 23 hereof, in the event that all of the conditions precedent with respect to any Transaction shall not have been satisfied or waived by the party entitled to do so by September 28, 2007 (the "**Outside Closing Date**"), then this Agreement shall automatically terminate on such Outside Closing Date as to such Transaction and the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, whereupon the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Transaction (except for any obligation expressly provided to survive a termination of this Agreement). The Closings shall occur at the offices of the Title Company through an escrow and pursuant to escrow instructions consistent with the terms of this Agreement and otherwise mutually satisfactory to Cedar and Homburg (the date on which any Closing shall occur being herein referred to as a "**Closing Date**"). Each Closing shall constitute approval by each of Cedar and Homburg of all matters to which such party has a right of approval and a waiver of all conditions precedent related to the applicable Transaction. For the avoidance of doubt, nothing contained in this Section 4 shall be construed to limit the rights of Cedar pursuant to Section 41 hereinbelow respecting the closing of the purchase and sale of any Contract Property pursuant to the applicable Purchase Agreement.

5. Closing Costs. Costs in connection with each of the Transactions shall be allocated as follows:

(a) With respect to the Existing Cedar Property Transactions only:

(i) the applicable Cedar Partners and Homburg shall pay their respective Percentage Interests of, as applicable, the following costs and expenses: (A) any and all state and local recording charges and fees, if any, (B) all of the costs, expenses and charges in connection with the Loan Approvals, including, without limitation, all application fees, processing fees, assumption fees, attorneys' fees, consultants' fees and costs and expenses associated with survey updates, record searches, title examinations and updated mortgagee title insurance policies (including endorsements thereto), if any, required by any Current Lender, (C) any escrow fees charged by the Title Company, (D) any and all state and local deed taxes, real property transfer taxes and similar taxes (collectively, "**Transfer Taxes**") due and payable in connection with the Existing Cedar Property Transactions involving the Existing Cedar Property located in the Commonwealth of Massachusetts, (E) with respect to the Existing Cedar Property Transaction involving the Stone Hedge Property, all of the reasonable costs, expenses and charges incurred in connection with the release of the Stone Hedge Property from the Stone Hedge Line of Credit and (F) as applicable, all costs and expenses associated with the Conversions, including, without limitation, legal and filing fees and disbursements.

Notwithstanding the foregoing or anything to the contrary contained herein, with respect to Transfer Taxes due and payable in connection with the Existing Cedar Property Transactions involving the Existing Cedar Properties located in the Commonwealth of Pennsylvania, each of Homburg and the applicable Cedar Partners shall be responsible for fifty percent (50%) of the amount thereof.

(ii) Subject to the last sentence of Section 5(b)(ii), the applicable Cedar Partners and Homburg shall pay their respective Percentage Interests of all costs and expenses associated with (A) record searches, title examinations and updated owner title insurance policies (including endorsements thereto), if any, desired by Homburg and not by any Current Lender or any lender under the New Stone Hedge Loan, (B) any title insurance policy and/or endorsements insuring or otherwise providing coverage to, Homburg as a partner of any Existing Cedar Property Owner and (C) obtaining updates to the surveys of the Existing Cedar Properties as and to the extent desired by Homburg and not by any Current Lender or any lender under the New Stone Hedge Loan.

(b) With respect to the Contract Transactions only:

(i) Homburg shall pay or reimburse Cedar for, as applicable, Homburg's Percentage Interests of, as applicable, all costs and expenses paid by Cedar or its affiliates in connection with the Formations (including, without limitation, legal and filing fees and disbursements), the acquisition of the Contract Properties or, if applicable, all of the direct or indirect interests in the sellers under the Purchase Contracts pursuant to the terms of the applicable Purchase Contract (other than the gross purchase price payable by Cedar pursuant to the applicable Purchase Contract, for which Cedar shall receive from Homburg the applicable Allotted Consideration payable pursuant to Section 2(c) above) and in connection with the acquisition by Homburg of the applicable Interests at the Closing of each Contract Transaction, including, but not limited to, the following: (A) any and all state and local recording charges and fees, (B) all costs and expenses associated with record searches, title examinations and updated owner title insurance policies (including endorsements thereto), (C) the costs associated with obtaining updates to the surveys of the Contract Properties, (D) all of the costs, expenses and charges in connection with the obtainment of the applicable Loan Approvals, including, without limitation, costs and expenses associated with record searches, title examinations and updated mortgagee title insurance policies (including endorsements thereto), if any, required by any Current Lender, (E) the assumption by the Contract Property Owners of, or subject to Section 10(d) below, the defeasance of, any existing financing encumbering the applicable Contract Property, including, without limitation, the Assumption Consents and all application fees, processing fees, assumption fees, defeasance costs, attorneys' fees, consultants' fees and title insurance fees, (F) any closing escrow fees, (G) any and all Transfer Taxes due and payable in connection with the transactions contemplated by the applicable Purchase Contract, (H) all third party costs incurred in connection with the preparation of any third party reports respecting the applicable Contract Property or the condition thereof (e.g., environmental, engineering and lease abstracting) and (I) all legal and accounting fees and disbursements incurred by Cedar in connection with the transactions contemplated by the applicable Purchase Contract. In addition, in the event that Cedar shall purchase all of the direct or indirect interests in one or more of the sellers under the Purchase Contracts pursuant to an amendment thereto, Homburg shall pay or

reimburse Cedar for Homburg's Percentage Interests of all costs and expenses paid by Cedar or its affiliates in connection with the applicable Conversion(s) (including, without limitation, legal and filing fees and disbursements). To the extent any of the foregoing costs or expenses shall be paid by Homburg in the form of a reimbursement to Cedar, Cedar agrees to deliver copies of paid receipts, settlement statements or other reasonable evidence to Homburg verifying the amount thereof. Notwithstanding the foregoing or anything to the contrary contained herein, with respect to Transfer Taxes due and payable in connection with the Contract Transactions (each of which involves a Contract Property located in the Commonwealth of Pennsylvania), each of Homburg and the applicable Cedar Partners shall be responsible for fifty percent (50%) of the amount thereof.

(ii) Subject to the last sentence of this Section 5(b)(ii), the applicable Cedar Partners and Homburg shall pay their respective Percentage Interests of all costs and expenses associated with (A) additional record searches, additional title examinations and updates of the owner title insurance policies (including endorsements thereto) as and to the extent such additional searches, examinations and/or updated policies are desired by Homburg and not by any Current Lender or the Lender under the New Parkway Plaza Loan, (B) any title insurance policy and/or endorsements insuring or otherwise providing coverage to, Homburg as a partner of any Contract Property Owner and (C) obtaining updates to the surveys of the Contract Properties, as and to the extent such updated surveys are desired by Homburg and not by any Current Lender or the Lender under the New Parkway Plaza Loan. Notwithstanding anything herein to the contrary, if the aggregate amount payable by the Cedar Partners under Section 5(a)(ii) and this Section 5(b)(ii) shall exceed \$10,000, Homburg shall be responsible for all amounts in excess of \$10,000.

(iii) Notwithstanding anything to the contrary contained herein, if, for any reason (except as otherwise expressly provided in this Section 5(b)(iii)), a Purchase Contract Closing and the Closing of the applicable Contract Transaction shall not occur simultaneously, then Homburg shall be responsible for one hundred percent (100%) of all costs and expenses incurred by Homburg, Cedar and the Property Owners as a result of such separate closings (i.e. notwithstanding the fact that similar costs may have been initially paid in connection with a Purchase Contract Closing and Homburg shall be required to reimburse Cedar for its Percentage Interests thereof pursuant to Section 5(b)(i) above). Notwithstanding the foregoing, if a Purchase Contract Closing shall occur and the Closing of the applicable Contract Transaction shall not have occurred contemporaneously therewith solely by reason of (i) the breach by Cedar of its obligations under this Agreement and provided that Homburg shall have otherwise been ready, willing and able to close such Contract Transaction contemporaneously with the applicable Purchase Contract Closing, then Cedar shall be responsible for one hundred percent (100%) of all costs and expenses incurred by Homburg, Cedar and the Property Owners as a result of such separate closings or (ii) the failure of one or more conditions precedent to the obligation of Homburg to close such Contract Transaction contemporaneously with the applicable Purchase Contract Closing (other than by reason of any breach described in clause (i) above), then the applicable Cedar Partners and Homburg shall be responsible for their respective Percentage Interests of all costs and expenses incurred by Homburg, Cedar and the Property Owners as a result of such separate closings. The parties agree to use good faith efforts to coordinate a



Purchase Contract Closing and the Closing of the applicable Contract Transaction such that the same shall occur contemporaneously.

(c) In addition, Homburg hereby agrees to pay to Cedar, in its capacity as Manager, at the applicable Closing and as more particularly set forth in the applicable Management Agreement, its Percentage Interest of any Leasing Commission (as defined in the Management Agreement) payable to Cedar with respect to any Leases or renewals thereof entered into by and between a tenant at a Property and the applicable Property Owner at any time between the date hereof and the applicable Closing Date and with respect to which Lease or renewal thereof, the tenant thereunder has paid its first month's rent on or prior to the applicable Closing Date.

(d) Except as set forth in clause (I) of Section 5(b)(i) and Section 37 below, each party shall pay the cost of the fees and disbursements of its attorneys in connection with this Agreement.

The provisions of this Section 5 shall survive the Closings.

6. Due Diligence Reviews. Homburg shall have until 5:00 p.m. (Eastern time) on April 25, 2007, **TIME BEING OF THE ESSENCE** (the period of time commencing upon the date hereof and continuing through and including such time on such date being herein called the "**Due Diligence Period**"), within which to complete its due diligence examinations of the Properties (the "**Investigations**"), which Investigations shall at all times be subject to Homburg's compliance with the provisions of this Section 6 and Section 7 hereof. Any entry upon any Property and all Investigations shall be made or performed during Cedar's normal business hours and at the sole risk and expense of Homburg, and shall not interfere with the activities on or about any Property, its tenants and their employees and invitees. During the Due Diligence Period, Cedar shall provide Homburg with reasonable access to the Existing Cedar Properties and, subject to the terms of this Section 6, the Contract Properties upon reasonable advance notice for the sole purpose of performing the Investigations with respect thereto. In connection with the foregoing, Homburg shall:

(a) promptly repair any damage to the Properties resulting from any such Investigations and replace, refill and regrade any holes made in, or excavations of, any portion of the Properties used for such Investigations so that the Properties shall be substantially in the same condition that they existed in prior to such Investigations;

(b) fully comply with all laws applicable to the Investigations and all other activities undertaken in connection therewith;

(c) permit Cedar to have a representative present during all Investigations undertaken hereunder;

(d) take all actions and implement all protections reasonably necessary to ensure that the Investigations and the equipment, materials, and substances generated, used or brought onto the Properties in connection with the Investigations, pose no threat to the safety or

health of persons or the environment, and cause no damage to the Properties or other property of Cedar or other persons;

(e) furnish to Cedar, at no cost or expense to Cedar, copies of all studies and reports relating to the Investigations which Homburg shall obtain with respect to the Properties or the Interests promptly after Homburg's receipt of same;

(f) with respect to each Property, maintain or cause to be maintained, at Homburg's expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement and with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$5,000,000, insuring Homburg, Cedar, CSCI and, with respect to the Existing Cedar Properties, the applicable Existing Cedar Property Owners and, with respect to the Contract Properties, such parties as shall be required pursuant to the terms of the applicable Purchase Contracts, as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Homburg and/or the entry of the Homburg Representatives upon the Property, (ii) any Investigations or other activities conducted thereon, and/or (iii) any and all other activities undertaken by Homburg and/or the Homburg Representatives, all of which insurance shall be on an "occurrence form" and otherwise in such forms acceptable to Cedar and with an insurance company acceptable to Cedar, and deliver a copy of such insurance policy to Cedar prior to the first entry on the Property;

(g) not permit the Investigations or any other activities undertaken by Homburg or the Homburg Representatives to result in any liens, judgments or other encumbrances being filed or recorded against the Property, and Homburg shall, at its sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished); and

(h) without limiting the foregoing, in no event shall Homburg or the Homburg Representatives, without the prior written consent of Cedar (provided, however, that Cedar agrees not to unreasonably withhold consent to any request made pursuant to clause (x) below): (x) make any intrusive physical testing (environmental, structural or otherwise) at any Property (such as soil borings, water samplings or the like) or (y) contact any tenant of any Property.

Notwithstanding the foregoing, prior to the closing of the purchase and sale of any Contract Property or, if applicable, the direct or indirect interests in any seller under any Purchase Contract pursuant to the applicable Purchase Contract (a "**Purchase Contract Closing**") and provided that such Purchase Contract shall then be in full force and effect, then Homburg shall be permitted to perform (at its sole cost and expense) the same due diligence examinations of the Contract Properties as Cedar shall be permitted to perform thereunder, as and to the extent permitted pursuant to the terms of such Purchase Contract. In the event that any Purchase Contract shall have terminated or the same shall not or shall no longer permit any due diligence examinations of the Contract Properties, then under no circumstances shall this Agreement be construed to provide or grant Homburg with any special right of entry or other

investigative rights or privileges with respect to any of the Contract Properties. Homburg acknowledges and agrees that any and all due diligence investigations that Homburg desires to perform with respect to the Contract Properties shall be coordinated through and approved by Cedar (such consent not to be unreasonably withheld), pursuant to written requests made by Homburg to Cedar, it being acknowledged and agreed however, that Cedar shall not be required to incur any cost or expense in connection therewith. To the extent not previously provided, Cedar agrees to furnish to Homburg promptly following the date hereof, copies of all existing third party studies and reports relating to any investigations undertaken by Cedar or any Cedar Related Party with respect to the Contract Properties pursuant to the applicable Purchase Contracts and, promptly after Cedar's receipt of the same, Cedar agrees to furnish to Homburg copies of any such third party studies and reports received by Cedar after the date hereof. The provisions of this Section 6 shall survive the Closings and/or any termination of this Agreement.

7. Indemnification. Homburg shall indemnify, defend and hold harmless the Cedar Related Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements and costs of enforcement of the indemnification obligation hereunder), suffered or incurred by Cedar or any Cedar Related Party, including without limitation, pursuant to any Purchase Contract, and arising out of or in connection with (i) the entry by Homburg and/or the Homburg Representatives upon any of the Properties (whether conducted prior to or after the date hereof), (ii) any Investigations or other activities conducted thereon by Homburg or the Homburg Representatives, (iii) any liens or encumbrances filed or recorded against any Property as a consequence of their due diligence investigations, including, without limitation, the Investigations and/or (iv) any and all other activities undertaken by Homburg or the Homburg Representatives with respect to the Properties and/or the Interests. The foregoing obligation to indemnify, defend and hold harmless shall not include any claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including, without limitation, attorneys' fees and disbursements) that result solely from the mere discovery, by Homburg or the Homburg Representatives, of existing conditions on any Property during investigations conducted pursuant to, and in accordance with, the terms of this Agreement.

The provisions of this Section 7 shall survive the Closings and/or any termination of this Agreement.

8. Property Information and Confidentiality. All Information provided to Homburg, whether prior to or after the date hereof, shall be subject to the following terms and conditions:

(a) Except as expressly provided otherwise in this Agreement, neither Cedar nor any Cedar Related Party makes any representation or warranty as to the truth, accuracy or completeness of the Information, or any other studies, documents, reports or other information provided to Homburg hereunder and expressly disclaims any implied representations as to any matter disclosed or omitted.

(b) Homburg agrees that neither Homburg nor the Homburg Representatives shall, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, entity or association the Information, or any other knowledge or

information acquired by Homburg or the Homburg Representatives from Cedar, any Cedar Related Party or by Homburg's own inspections and investigations, other than matters that were in the public domain at the time of receipt by Homburg or the Homburg Representatives. Without Cedar's prior written consent, Homburg shall not disclose and Homburg shall direct the Homburg Representatives not to disclose to any person, entity or association or any of the terms, conditions or other facts with respect to this Agreement or the Purchase Contracts, including, without limitation, the status hereof or thereof. Notwithstanding the foregoing but subject to the terms of the Purchase Contracts, Homburg may disclose such of the Information and its other reports, studies, documents and other matters generated by it and the terms of this Agreement (i) as required by law or court order (provided prior written notice of such disclosure shall be provided to Cedar), (ii) as Homburg deems necessary or desirable to the Homburg Representatives in connection with Homburg's Investigation and the transactions contemplated hereby provided that those to whom such Information is disclosed are informed of the confidential nature thereof and agree(s) to keep the same confidential in accordance with the terms and conditions hereof and/or the Purchase Contracts, as applicable and (iii) subject to the immediately succeeding sentence, as contained in sales materials distributed to potential investors in HP. Prior to any Syndication, Homburg shall offer Cedar the opportunity to timely review and, subject to any Netherlands regulatory requirements, approve all descriptive materials published and disseminated with respect to references to Cedar or any parent or subsidiary thereof (other than the Property Owners) and its or their organizational and/or financial operations, structure or history, such approval not to be unreasonably withheld, conditioned or delayed, and shall offer Cedar the opportunity to timely review all materials published and disseminated with respect to any Property Owner and the interests therein, the Properties and the transactions contemplated by this Agreement and the Amended and Restated Partnership Agreements. The review and approval by Cedar of any materials published and disseminated as aforesaid shall in no way subject Cedar to any liability hereunder or otherwise, it being agreed that Homburg shall defend, indemnify and hold each of the Cedar Related Parties harmless of, from and against any and all losses, claims, liabilities, damages, costs, charges and expenses (including, without limitation, reasonable legal fees and the cost of enforcement of the indemnification obligation hereunder) arising out of or in connection with any Syndication. Notwithstanding anything to the contrary contained herein, Homburg hereby covenants and agrees to comply with any and all confidentiality provisions set forth in the Purchase Contracts.

(c) Homburg shall indemnify and hold harmless Cedar and the Cedar Related Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements and costs of enforcement of the indemnification obligation hereunder but excluding any special or consequential damages) suffered or incurred by Cedar or any Cedar Related Party and arising out of or in connection with a breach by Homburg or the Homburg Representatives of the provisions of this Section 8.

(d) Homburg and the Homburg Representatives shall use reasonable care to maintain in good condition all of the Information furnished or made available to Homburg and/or the Homburg Representatives. In the event this Agreement is terminated, Homburg and the Homburg Representatives shall promptly destroy all originals and copies of the Information in the possession of Homburg and the Homburg Representatives (except to the extent such

Information pertains to a Transaction that shall have closed). Likewise, if this Agreement is terminated as to one Transaction only in accordance with the terms of this Agreement, then Homburg and the Homburg Representatives shall promptly destroy all originals and copies of the Information pertaining to such Transaction (e.g., the applicable Property(ies) and Interests) in the possession of Homburg and the Homburg Representatives. Notwithstanding the foregoing or anything to the contrary contained herein, in the event that a Purchase Contract shall terminate for any reason, Homburg shall deliver to Cedar promptly upon demand, all originals and copies of the Information in the possession of Homburg and the Homburg Representatives relating to the applicable Contract Property.

(e) As used in this Agreement, the term “**Information**” shall mean any of the following: (i) all information and documents in any way relating to the Properties and/or the Interests, the operation thereof or the sale thereof, including, without limitation, the Purchase Contracts, all leases and contracts furnished to Homburg or the Homburg Representatives by Cedar or any Cedar Related Party or their agents or representatives, including, without limitation, their contractors, engineers, attorneys, accountants, consultants, brokers or advisors, whether prior to or after the date hereof and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Homburg or the Homburg Representatives containing or based on, in whole or in part, the information or documents described in the preceding clause (i), the Investigations, or otherwise reflecting their review or investigation of the Properties and/or the Interests.

(f) In addition to any other remedies available to Cedar, Cedar shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against Homburg and/or the Homburg Representatives in order to enforce the provisions of this Section 8.

(g) Notwithstanding any terms or conditions in this Agreement to the contrary, no conditions of confidentiality within the meaning of IRC §6111(d) or the Treasury Regulations promulgated under IRC Sec. 6011 are intended, and the parties hereto are expressly authorized to disclose every U.S. federal income tax aspect of any transaction covered by this Agreement with any and all persons, without limitation of any kind.

The provisions of this Section 8 shall survive the Closings and/or any termination of this Agreement.

9. Termination Right. If, on or before the expiration of the Due Diligence Period, based upon the Investigations and/or the Information, Homburg shall determine that it no longer intends to acquire the Property for any reason, then Homburg shall have the right to terminate this Agreement by delivery of written notice to Cedar on or before 5:00 p.m. (Eastern time) on the date that the Due Diligence Period shall expire (such notice being herein called the “**Termination Notice**”), whereupon the Deposit shall be promptly returned to Homburg, and this Agreement and the obligations of the parties hereunder shall terminate (and no party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Agreement). In the event that Homburg shall fail to deliver the Termination Notice to Cedar on or before 5:00 p.m. (Eastern time) on the date that the Due

Diligence Period shall expire, Homburg shall be deemed to have agreed that the foregoing matters are acceptable to Homburg and that it intends to proceed with all of the transactions contemplated by this Agreement (and, thereafter, Homburg shall have no further right to terminate this Agreement pursuant to this Section 9).

10. Lender Approval.

(a) With respect to each of the Transactions other than the Transactions involving the Stone Hedge Property and the Parkway Plaza Property, Cedar shall use commercially reasonable efforts to obtain from the Current Lenders their respective written approval or agreement, in a form reasonably acceptable to Homburg of (i) the Conversions, if applicable, and the transfer of the applicable Interests as contemplated under this Agreement, (ii) the applicable Amended and Restated Partnership Agreements, (iii) the applicable Management Agreement and (iv) the Syndication (including the applicable Current Lender's agreement that the Syndication shall not constitute a default under the applicable Current Loan Documents) (collectively, with any other related approvals required pursuant to the applicable Loan Documents the "**Loan Approvals**"). Notwithstanding the foregoing, the refusal of a Current Lender to pre-approve or otherwise permit without the consent of Lender a transfer of partnership interest from Cedar to Homburg or HPBV (or any affiliate of either of the foregoing) shall not be grounds for Homburg to withhold its consent to a Loan Approval. Cedar shall request that the documents evidencing a Loan Approval contain a statement from the Current Lender identifying, in writing, the outstanding principal balance and interest rate of the applicable Current Loan and whether, to Current Lender's knowledge, any default exists under the applicable Current Loan Documents (the "**Loan Estoppel Statement**"). Cedar and Homburg agree to use commercially reasonable efforts to cooperate with each other in connection with the foregoing (including, without limitation, promptly furnishing to the Current Lenders all information and documents (financial and otherwise) which may be required under the Current Loan Documents or otherwise reasonably requested by the Current Lenders). For avoidance of doubt, failure by Cedar to obtain (x) any Loan Approval in the manner provided herein shall not constitute a default by Cedar under this Agreement, but shall constitute the mere failure of a condition precedent as more particularly set forth in Section 16 below and/or (y) any Loan Estoppel Statement in the manner provided herein shall constitute neither a default by Cedar under this Agreement nor the failure of a condition precedent to the obligation of any party to close hereunder.

(b) If, with respect to one (1) or more of the applicable Properties (each, a "**Subject Property**"), necessary Loan Approvals shall not have been obtained by Cedar and Homburg prior to 5:00 P.M. (Eastern time) on June 29, 2007 (the "**Loan Approval Deadline**"), then Cedar shall have the right, in its sole and absolute discretion, exercisable by delivery of written notice to Homburg to either (x) extend the Loan Approval Deadline with respect to the Subject Property(ies) by a period not to exceed, in the aggregate, thirty (30) days (the "**Extension Period**") and, if necessary, extend the Closing of the related Transaction(s) (the "**Subject Transaction(s)**") in connection therewith, or (y) remove the Interests associated with the Subject Property(ies) (the "**Subject Interests**") from the Interests being conveyed pursuant to this Agreement, in which case this Agreement shall terminate as to the Subject Transaction and the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be

reduced by the amount of the applicable Allotted Consideration, whereupon the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Subject Interests, the Subject Property and the Subject Transaction (except for any obligation expressly provided to survive a termination of this Agreement). If Cedar shall make an election under clause (x) of this Section 10(b), then the following shall apply:

(i) The parties shall proceed with the Closing of any other Transaction that is not a Subject Transaction in accordance with the terms of this Agreement.

(ii) If Cedar does not obtain any or all outstanding Loan Approval(s) by the expiration of the Extension Period, then this Agreement shall automatically terminate with respect to the Subject Transaction only, in which case the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Subject Interests, the Subject Property and the Subject Transaction, except for any obligation expressly provided to survive a termination of this Agreement.

(c) The parties hereby acknowledge that none of Cedar, the Property Owners or any of their respective affiliates are the current borrowers under the Current Loans encumbering the Contract Properties and that pursuant to the respective Purchase Contracts, Cedar has applied to the applicable Current Lenders for their consent to the assumption by the Contract Property Owners (other than the Contract Property Owner for the Parkway Plaza Property) of the applicable Current Loans (the “**Assumption Consents**”). The parties further acknowledge and agree that Cedar intends to seek the Loan Approvals respecting the Contract Properties other than the Parkway Plaza Property contemporaneously with the Assumption Consents; provided, however, that if a Current Lender shall render an Assumption Consent but shall not render a Loan Approval, then, at Cedar’s election, following notice from Cedar to Homburg thereof, (x) Cedar shall be permitted to close the purchase and sale of the related Contract Property in accordance with the applicable Purchase Contract and assume the applicable Current Loan without any participation, then or at a later date, with Homburg and (y) this Agreement shall automatically terminate as to the applicable Contract Transaction and the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Interests and the applicable Contract Property (except for any obligation expressly provided to survive a termination of this Agreement).

(d) In the event that Cedar shall be unable to secure an Assumption Consent with respect to any of the Contract Properties (other than the Parkway Plaza Property, with respect to which the parties acknowledge that the existing mortgage loan encumbering the same is intended to be defeased prior to the applicable Purchase Contract Closing) and as a result, Cedar shall elect to cause the defeasance of the applicable Current Loan (the “**Defeased Current Loan**”) pursuant to the terms of the applicable Purchase Contract, Cedar shall notify Homburg in writing thereof (the “**Defeasance Notice**”), which notice shall include an estimate by Cedar, in its reasonable determination, of the cost of such defeasance. Within ten (10) Business Days after

the receipt of a Defeasance Notice, Homburg shall have the option, in its sole discretion, to terminate this Agreement with respect to the Contract Transaction involving the Defeased Current Loan only, in which case the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Contract Property and the Interests related thereto, except for any obligation expressly provided to survive a termination of this Agreement. If Homburg shall not terminate this Agreement as to a Contract Transaction involving a Defeased Current Loan within such ten (10) Business Day period, the parties shall proceed to the Closing of such Contract Transaction in accordance with the terms hereof and Homburg shall be responsible for its Percentage Interest of any and all defeasance costs incurred in connection therewith as set forth in Section 5(b)(i) above.

11. Representations and Warranties of Cedar.

(a) Cedar hereby makes the following representations and warranties to Homburg as of the date of this Agreement (except as otherwise provided):

(i) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by Cedar and, as applicable, the Cedar GPs will be duly authorized, executed and delivered by and binding upon Cedar and the Cedar GPs, as applicable, as of the Closing Date. As of the Closing Date, this Agreement will constitute the legal, valid and binding obligations of Cedar and shall be enforceable against Cedar in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditor's rights generally and (ii) general principles of equity. Cedar is a limited partnership, duly organized and validly existing and in good standing under the laws of the State of Delaware and, as of the Closing Date, will be duly authorized and qualified to do all things required of it under this Agreement and all agreements, instruments and documents herein provided to be executed by Cedar. On the applicable Closing Date, each of the Cedar GPs will be a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Delaware, and duly authorized and qualified to do all things required of it under this Agreement. Each of the Existing Cedar Property Owners is on the date hereof, a limited liability company, duly formed and validly existing and in good standing under the laws of the State or Commonwealth of its formation and is in good standing under the laws of the Commonwealth in which the applicable Existing Cedar Property is located. On the applicable Closing Date, each of the Property Owners will be a limited partnership, duly formed and validly existing and in good standing under the laws of the State of Delaware and in good standing in the Commonwealth in which the applicable Property is located.

(ii) Pre-Homburg Property Owner Agreements: Assets. Annexed hereto as Exhibit C-1 and made a part hereof is a true and complete list (in all material respects) of the Pre-Homburg Property Owner Agreements of each Existing Cedar Property Owner as modified and/or amended through the date hereof, true and correct copies (in all material respects) of which have been delivered to Homburg. As of the date hereof, the Pre-Homburg Property Owner Agreements of each Existing Cedar Property Owner, as listed in Exhibit C-1, are in full force and effect and have not been modified, supplemented or amended. Prior to the



applicable Closing Date, each of the Pre-Homburg Property Owner Agreements will have been executed or amended and restated, as the case may be, in substantially the form of the Pre-Homburg Property Owner Agreement attached hereto as Exhibit C-2 to reflect the Conversion or the Formation, as applicable; provided, however, that if a Purchase Contract Closing shall close simultaneous with a Contract Closing hereunder, then no Pre-Homburg Property Owner Agreement will have been executed in connection therewith, it being the intention of the parties that the applicable Amended and Restated Partnership Agreement will be modified to reflect the same as the initial partnership agreement of the applicable Property Owner. Since its inception, no Property Owner has or will have owned, as applicable, assets other than the applicable Property or engaged in any business other than the ownership and operation of the applicable Property.

(iii) Interests. As of the date hereof, Cedar owns, directly or indirectly, all of the Interests in each Existing Cedar Property Owner free of all security interests, liens, encumbrances and pledges. Immediately prior to each Closing, the applicable (x) Cedar GP shall own its one percent (1%) general partnership interest in the respective Property Owner and (y) Cedar (or its wholly-owned subsidiary limited liability company, as determined by Cedar) shall own its ninety-nine percent (99%) limited partnership interests in the respective Property Owner, free of all security interests, liens, encumbrances and pledges. There are no outstanding options, subscriptions, warrants or calls outstanding with respect to the Interests.

(iv) Conflicts. Neither the entry into nor the performance of this Agreement by Cedar will (i) violate or result in a material breach under, or constitute a material default under, any corporate charter, certificate of incorporation, by-law, partnership agreement, indenture, contract, permit, judgment, decree or order to which Cedar or any Property Owner (as and to the extent the same has been formed) is a party or by which Cedar or any Property Owner (as and to the extent the same has been formed) is bound, or (ii) except with respect to the Loan Approvals, require the consent of any third party other than as has already been obtained or is otherwise specifically set forth herein (e.g. the Board Consent).

(v) Taxes. All tax returns that have been required to be filed with respect to the business, operations and assets of each Property Owner (as and to the extent the same has been formed) have been timely filed. All taxes, charges, fees, levies or other assessments, including, without limitation, income, real and personal property taxes, imposed by any Governmental Authority having jurisdiction that are due and payable as of the applicable Closing Date with respect to the business, operations and assets of the applicable Property Owner, have been paid or shall be paid as of the applicable Closing Date. There are no pending audits with respect to taxes payable by the Property Owners (as and to the extent the same have been formed). As of the date hereof and the Closing Date, each Property Owner (as and to the extent the same have been formed) is currently and shall continue to be, classified as a disregarded entity for federal income tax purposes.

(vi) Leases. Cedar has no knowledge of any leases, licenses or other occupancy agreements to which any Property Owner is a party affecting any portion of the applicable Property which will be in force on the applicable Closing Date other than the Leases. To Cedar's knowledge, as of the date of this Agreement (x) the Leases are in full force and effect

and have not been amended except as set forth in the Lease Exhibit, and (y) the Lease Exhibit is true and correct in all material respects. To the knowledge of Cedar with respect to the Existing Cedar Properties only, true and complete (in all material respects) copies of the Leases have been provided to Homburg. As of the date hereof, (A) except as noted on Schedule 8, Cedar has no knowledge of any material default by any party to any Lease encumbering any Existing Cedar Property that remains uncured and (B) Cedar has not received written notice from any seller under any Purchase Contract that any party to any Lease encumbering a Contract Property is in material default thereunder, which default remains uncured.

(vii) Service Contracts. Cedar has no knowledge of any service or equipment leasing contracts to which any Property Owner is a party affecting any portion of the applicable Property which will be in force on the applicable Closing Date other than the Service Contracts. To the knowledge of Cedar with respect to the Existing Cedar Properties only, as of the date of this Agreement (x) all of the material Service Contracts are in full force and effect and (y) true and complete (in all material respects) copies of the Service Contracts listed on Schedule 2 have been (or will be) delivered to Homburg. As of the date hereof, (A) Cedar has no knowledge of any material default by any party to any Service Contract applicable to any Existing Cedar Property that remains uncured and (B) Cedar has not received written notice from any seller under any Purchase Contract that any party to any Service Contract affecting a Contract Property is in material default thereunder, which default remains uncured.

(viii) Employees. As of the date hereof and the applicable Closing Date, the Property Owners have no and shall not have any, employees.

(ix) Litigation. To Cedar's knowledge and except as set forth in Schedule 5 attached hereto, there is no material pending or threatened litigation against any Existing Cedar Property or against any Existing Cedar Property Owner other than claims made in the ordinary course of the business of owning and operating the Existing Cedar Properties and the Existing Cedar Property Owners, as applicable. To the knowledge of Cedar and except as set forth in Schedule 5 attached hereto, there is no material pending or threatened litigation against any Contract Property or against any Contract Property Owner other than claims made in the ordinary course of the business of owning and operating the Contract Properties and the Contract Property Owners, as applicable.

(x) No Insolvency. Neither Cedar nor any Property Owner (as and to the extent the same as been formed) is or shall be on the Closing Date, a debtor in any state or federal insolvency, bankruptcy or receivership proceeding.

(xi) Non-Foreign Person. Neither Cedar nor any Property Owner (as and to the extent the same as been formed) is or shall be as of the Closing Date, a "foreign person" as defined in Section 1445 of the Internal Revenue Code, as amended.

(xii) Pennsboro Loan. The Property commonly known as Pennsboro Commons, located in Enola, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$11,540,000 made by KeyBank National Association (the "**Pennsboro Loan**") to the applicable Existing Cedar Property Owner. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule

6 attached hereto constitute all of the material documents and instruments delivered in connection with the Pennsboro Loan (the "**Pennsboro Loan Documents**"), true and complete (in all material respects) copies of which have been (or will be within ten (10) Business Days of the date hereof) delivered to Homburg; (y) the Pennsboro Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6 attached hereto, and (z) the applicable Existing Cedar Property Owner is not in material default of, and has not received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner's material obligations under the Pennsboro Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the applicable Existing Cedar Property Owner will not be in material default of, and will not have received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner's material obligations under the Pennsboro Loan Documents and the outstanding principal amount of the Pennsboro Loan set forth on the Settlement Statement shall be the true and correct outstanding principal amount of the Pennsboro Loan as of the Closing Date.

(xiii) Fieldstone Marketplace Loan. The Property commonly known as Fieldstone Marketplace, located in New Bedford, Massachusetts is currently encumbered by a mortgage loan in the original principal amount of \$19,000,000 made by Lehman Brothers Bank, FSB (the "**Fieldstone Marketplace Loan**") to Fieldstone WP Associates, LLC, a Delaware limited liability company, as borrower's interest has been assigned to and assumed by, the applicable Existing Cedar Property Owner. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments delivered in connection with the Fieldstone Marketplace Loan (the "**Fieldstone Marketplace Loan Documents**"), true and complete (in all material respects) copies of which have been (or will be within ten (10) Business Days of the date hereof) delivered to Homburg; (y) the Fieldstone Marketplace Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6, and (z) the applicable Existing Cedar Property Owner is not in material default of, and has not received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner's material obligations under the Fieldstone Marketplace Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the applicable Existing Cedar Property Owner will not be in material default of, and will not have received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner's material obligations under the Fieldstone Marketplace Loan Documents and the outstanding principal amount of the Fieldstone Marketplace Loan set forth on the Settlement Statement shall be the true and correct outstanding principal amount of the Fieldstone Marketplace Loan as of the Closing Date.

(xiv) Intentionally Deleted.

(xv) Meadows Marketplace Loan. The Property commonly known as Meadows Marketplace, located in Hershey, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$10,775,000.00 made by KeyBank National Association (the "**Meadows Marketplace Loan**") to the applicable Existing Cedar Property Owner. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments

delivered in connection with the Meadows Marketplace Loan (the “**Meadows Marketplace Loan Documents**”), true and complete (in all material respects) copies of which have been (or will be within ten (10) Business Days of the date hereof) delivered to Homburg; (y) the Meadows Marketplace Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6 and (z) the applicable Existing Cedar Property Owner is not in material default of, and has not received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner’s material obligations under the Meadows Marketplace Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the applicable Existing Cedar Property Owner will not be in material default of, and will not have received written notice from the applicable Current Lender of any uncured default under, any of such Existing Cedar Property Owner’s material obligations under the Meadows Marketplace Loan Documents and the outstanding principal amount of the Meadows Marketplace Loan set forth on the Settlement Statement shall be the true and correct outstanding principal amount of the Meadows Marketplace Loan as of the Closing Date.

(xvi) Ayr Town Center Loan. To the knowledge of Cedar, the Property commonly known as Ayr Town Center, located in McConnellsburg, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$7,650,000.00 made by Citigroup Global Markets Realty Corp. (the “**Ayr Town Center Loan**”) to the seller under the applicable Purchase Contract, as borrower. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments delivered in connection with the Ayr Town Center Loan (the “**Ayr Town Center Loan Documents**”); (y) the Ayr Town Center Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6; and (z) Cedar has not received written notice from the seller under the applicable Purchase Contract that the borrower under the Ayr Town Center Loan Documents is in material default thereunder, which default remains uncured. To the knowledge of Cedar, as of the Closing Date, the applicable Contract Property Owner will not have received written notice from the lender under the Ayr Town Center Loan Documents that such Contract Property Owner is in material default thereunder, which default remains uncured.

(xvii) Aston Center Loan. To the knowledge of Cedar, the Property commonly known as Aston Center, located in Aston, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$13,250,000.00 made by Citigroup Global Markets Realty Corp. (the “**Aston Center Loan**”) to the seller under the applicable Purchase Contract, as borrower. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments delivered in connection with the Aston Center Loan (the “**Aston Center Loan Documents**”); (y) the Aston Center Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6; and (z) Cedar has not received written notice from the seller under the applicable Purchase Contract that the borrower under the Aston Center Loan Documents is in material default thereunder, which default remains uncured. To the knowledge of Cedar, as of the Closing Date, the applicable Contract Property Owner will not have received written notice from the lender under the Aston Center Loan Documents that such Contract Property Owner is in material default thereunder, which default remains uncured.

(xviii) Scott Town Center Loan. To the knowledge of Cedar, the Property commonly known as Scott Town Center, located in Bloomsburg, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$9,500,000.00 made by Citigroup Global Markets Realty Corp. (the “**Scott Town Center Loan**”) to the seller under the applicable Purchase Contract, as borrower. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments delivered in connection with the Scott Town Center Loan (the “**Scott Town Center Loan Documents**”); (y) the Scott Town Center Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6; and (z) Cedar has not received written notice from the seller under the applicable Purchase Contract that the borrower under the Scott Town Center Loan Documents is in material default thereunder, which default remains uncured. To the knowledge of Cedar, as of the Closing Date, the applicable Contract Property Owner will not have received written notice from the lender under the Scott Town Center Loan Documents that such Contract Property Owner is in material default thereunder, which default remains uncured.

(xix) Spring Meadow Loan. To the knowledge of Cedar, the Property commonly known as Spring Meadow, located in Wyomissing, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$13,400,000.00 made by Citigroup Global Markets Realty Corp. (the “**Spring Meadow Loan**”) to the seller under the applicable Purchase Contract, as borrower. To the knowledge of Cedar, as of the date of this Agreement (x) the documents and instruments identified on Schedule 6 attached hereto constitute all of the material documents and instruments delivered in connection with the Spring Meadow Loan (the “**Spring Meadow Loan Documents**”); (y) the Spring Meadow Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 6; and (z) Cedar has not received written notice from the seller under the applicable Purchase Contract that the borrower under the Spring Meadow Loan Documents is in material default thereunder, which default remains uncured. To the knowledge of Cedar, as of the Closing Date, the applicable Contract Property Owner will not have received written notice from the lender under the Spring Meadow Loan Documents that such Contract Property Owner is in material default thereunder, which default remains uncured.

(xx) Current Loan Documents. Other than in connection with the New Stone Hedge Loan and the New Parkway Plaza Loan, as and to the extent in effect as of the applicable Closing Date, no Property Owner has entered into any loan documents secured in whole or in part by the applicable Property that will be binding on such Property Owner after the applicable Closing Date other than the Current Loan Documents.

(xxi) Purchase Contracts. Prior to the date hereof, Cedar has delivered to Homburg, copies of the Purchase Contracts, which are true, correct and complete in all material respects. As of the date hereof, none of the Purchase Contracts has been modified, amended, supplemented, canceled or terminated except as otherwise provided herein. Cedar has not heretofore assigned or in any manner encumbered or otherwise transferred its interests in any Purchase Contract to any other person or entity. To the knowledge of Cedar, as of the date of this Agreement (x) the Purchase Contracts are in full force and effect, (y) Cedar has not given or received written notice to or from the seller under any Purchase Contract of any uncured default

of any material obligations thereunder and (z) each of the representations and warranties made by the applicable seller under each Purchase Contract is true and correct in all material respects.

(xxii) Notices of Condemnation, Violations. To the knowledge of Cedar, as of the date hereof, neither Cedar nor any Existing Cedar Property Owner has received written notice from any Governmental Authority of (a) any notice of condemnation of all or any part of the Existing Cedar Properties or (b) any violations by any Existing Cedar Property Owner of any zoning ordinance, law or other legal requirement relating to the ownership of the Existing Cedar Properties, which have not been corrected in all material respects and which have a material adverse effect on the value, use or operation of such Existing Cedar Property.

Notwithstanding the foregoing or anything to the contrary contained in this Agreement, in the event that Cedar shall purchase all of the direct or indirect interests in one or more of the sellers under the Purchase Contracts rather than purchase the fee interests in the related the Contract Property(ies), then each of the representations and warranties made by Cedar herein that shall relate to the Contract Property Owners shall, in addition to any other limitation or qualification applicable thereto, be further limited to the knowledge of Cedar and relate only to periods from and after the date that Cedar shall have acquired such interests (i.e. the applicable Purchase Contract Closing).

(b) Knowledge of Cedar. References to the "knowledge" of Cedar or words of similar import shall refer only to (i) the knowledge of Cedar of information actually and specifically set forth in written materials physically located in the files and property records maintained by Cedar at its office and (ii) the current actual (as opposed to implied or constructive) knowledge of Leo S. Ullman and Brenda Walker and shall not be construed, by imputation or otherwise, to refer to the knowledge of Cedar or any parent, subsidiary or affiliate of Cedar or to any other officer, agent, manager, representative or employee of Cedar or to impose upon Leo S. Ullman or Brenda Walker any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, neither Leo S. Ullman nor Brenda Walker shall have any personal liability hereunder.

(c) Knowledge of Homburg. Notwithstanding anything to the contrary contained in this Agreement, with respect to each Transaction, (i) if any of the representations or warranties of Cedar contained in this Agreement or in any document or instrument delivered in connection herewith are materially false or inaccurate, or Cedar is in material breach or default of any of its obligations under this Agreement that survive a Closing, and Homburg nonetheless close such Transaction hereunder, then none of the Cedar Partners shall have any liability or obligation respecting such false or inaccurate representations or warranties or other breach or default (and any cause of action resulting therefrom shall terminate upon such Closing) in the event that either (x) on or prior to the applicable Closing, Homburg shall have had actual knowledge of the false or inaccurate representations or warranties or other breach or default, or (y) the accurate state of facts pertinent to such false or inaccurate representations or warranties or other breach or default was contained in any of the Information and (ii) to the extent the copies of the Leases, the Service Contracts, any estoppel certificates or any other such Information furnished to or otherwise obtained by Homburg prior to the applicable Closing contain provisions or information that are inconsistent

with the foregoing representations and warranties, none of the Cedar Partners shall have any liability or obligation respecting such inconsistent representations or warranties (and Homburg shall have no cause of action with respect thereto), and such representations and warranties shall be deemed modified to the extent necessary to eliminate such inconsistency and to conform such representations and warranties to such Leases, Service Contracts and other Information.

(d) DISCLAIMER OF REPRESENTATIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE TRANSFER OF THE INTERESTS AND THE PROPERTIES HEREUNDER IS AND WILL BE MADE ON AN “AS IS” ,”WHERE IS,” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTIES, THE PHYSICAL CONDITION OF THE PROPERTIES (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE PROPERTIES (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTIES OR THE PROPERTY OWNERS WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTIES), THE FINANCIAL CONDITION OF THE PROPERTIES, THE PROPERTY OWNERS OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTIES, THE PROPERTY OWNERS, THE INTERESTS OR ANY PART THEREOF. HOMBURG ACKNOWLEDGES THAT PRIOR TO THE EXPIRATION OF THE DILIGENCE PERIOD HOMBURG WILL HAVE EXAMINED, REVIEWED AND INSPECTED ALL MATTERS WHICH IN THE JUDGMENT OF HOMBURG BEAR UPON THE PROPERTIES, THE INTERESTS AND THEIR VALUE AND SUITABILITY. EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS AGREEMENT: (A) HOMBURG WILL ACQUIRE THE INTERESTS (INCLUDING AN INDIRECT INTEREST IN THE PROPERTIES) SOLELY ON THE BASIS OF THEIR OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS AND (B) WITHOUT LIMITING THE FOREGOING, HOMBURG WAIVES ANY RIGHT THEY OTHERWISE MAY HAVE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK DAMAGES FROM CEDAR IN CONNECTION WITH THE CONDITION OF THE PROPERTIES AND THE INTERESTS, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT. THE PROVISIONS OF THIS SECTION 11(d) SHALL SURVIVE THE CLOSING.

(e) Survival of Representations and Warranties of Cedar. Notwithstanding anything to the contrary contained in this Agreement, all representations and warranties of Cedar contained in this Section 11 with respect to each Transaction and the related Existing Cedar Property, Property Owner, Interests, Purchase Contract (if applicable) and Cedar Partners shall survive the Closing of such Transaction for a period of one (1) year (except that the representations and warranties of Cedar contained in Section 11(a)(i)-(iv) shall survive the Closing of the applicable Transaction for a period of two (2) years and the representations and

warranties of Cedar contained in Section 11(a)(v) shall survive the Closing until the expiration of the applicable statute of limitations). This Section 11(e) shall survive the Closings.

12. Representations and Warranties of Homburg.

(a) Homburg does hereby make the following representations and warranties to Cedar:

(i) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by Homburg have been or by Closing will be, duly authorized, executed and delivered by and are binding upon Homburg. As of the Closing Date, this Agreement will constitute the legal, valid and binding obligations of Homburg and shall be enforceable against Homburg in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditor's rights generally and (ii) general principles of equity. Homburg is a corporation, duly organized and validly existing and in good standing under the laws of the state of Colorado, and is duly authorized and qualified to do all things required of it under this Agreement and all agreements, instruments and documents herein provided to be executed by Homburg.

(ii) Litigation. To the knowledge of Homburg, there is no material pending or threatened litigation action against Homburg.

(iii) No Insolvency. Homburg is not and as of the applicable Closing Date, Homburg will not be, a debtor in any state, federal or foreign insolvency, bankruptcy, receivership proceeding.

(iv) OFAC. Neither Homburg nor any member, partner or shareholder of Homburg, nor to the knowledge of Homburg, any Person with actual authority to direct the actions of Homburg nor, to the knowledge of Homburg any other Persons holding any legal or beneficial interest whatsoever in Homburg (A) are named on any list of Persons and governments issued by OFAC pursuant to Executive Order 13224, as in effect on the date hereof, or any similar list known to Homburg or publicly issued by OFAC or any other department or agency of the United States of America (collectively, the "**OFAC Lists**"), (B) are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the Persons referred to or described in the OFAC Lists, or (C) has knowingly conducted business with or knowingly engaged in any transaction with any Person named on any of the OFAC Lists or any Person included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or, to the knowledge of Homburg, otherwise associated with any of the Persons referred to or described in the OFAC Lists.

(v) Conflicts. Neither the entry into nor the performance of this Agreement by Homburg will (i) violate or result in a material breach under, or constitute a material default under, any corporate charter, certificate of incorporation, by-law, partnership agreement, indenture, contract, permit, judgment, decree or order to which Homburg is a party or by which Homburg is bound, or (ii) except with respect to the Loan Approvals, require the



consent of any third party other than as has already been obtained or is otherwise specifically set forth herein.

**13. Investment Representations, Etc.**

(a) Cedar, for itself and for each Cedar Partner, and Homburg, each represents and warrants to the other and each Property Owner, that (i) it is an “accredited investor” as that term is defined in the Securities Act and was not formed solely for the purpose of purchasing the Interests; (ii) as applicable, the Interests have been or are being acquired by it pursuant to the Amended and Restated Partnership Agreements as an investment for its own account with no intention of distributing or reselling such Interests in any transaction that would be in violation of the securities laws of the United States or of any state, subject however, to the rights of such purchasers at all times to sell or otherwise dispose of all or any part of the Interests under an effective registration statement under the Securities Act, or under an exemption from such registration available under the Securities Act and, subject, nevertheless, to the disposition of such purchaser’s property being at all times within its control; (iii) it (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Interests, (B) has had the opportunity to ask questions of and receive answers concerning such Property Owner and its investment in the Interests and to obtain any information necessary to verify the information obtained by it, and (C) is able to bear the economic risks of such investment; and (iv) it has full power and authority to own or acquire the Interests to be acquired by it as set forth herein and in the Amended and Restated Partnership Agreements.

(b) Cedar, for itself and for each Cedar Partner, and Homburg each acknowledges that: (i) the offering of the Interests has not been, and will not be, registered with the Commission under and pursuant to the Securities Act; (ii) the Interests have not been qualified for sale in any state under applicable state securities or Blue Sky Laws; (iii) in purchasing the Interests it must bear the economic risks of the investment for an indefinite period of time because the Interests cannot be sold unless the offering of such Interests is subsequently registered under that Securities Act or an exemption from such registration is available; (iv) with respect to the tax and other legal consequences of an investment in the Interests, it is relying solely upon advice of its own tax and legal advisors; and (v) the Amended and Restated Partnership Agreements and any other evidence of ownership of Interests will bear a legend reflecting the unregistered and restricted nature of the Interests; provided, however the foregoing Sections 13(a) and 13(b) are subject to and do not derogate from the reliance by each of Homburg and Cedar on the truth and accuracy of the express representations, warranties and covenants of the other in this Agreement or any of the closing documents executed and delivered by the other in connection with a Closing.

(c) Cedar and Homburg each agrees that: (i) it will not dispose of any of the Interests without registration under the Securities Act unless and until the proposed sale or transfer of the Interests is exempt from the registration requirements of the Securities Act, as evidenced (if desired by such Property Owner) by a written opinion of counsel of recognized standing in Securities Law, provided no such opinion shall be required to be delivered in connection with the Syndication.

(d) The provisions of this Section 13 shall survive the Closings.

14. Interim Covenants of Cedar.

(a) With respect to each of the Existing Cedar Properties, Cedar shall cause each of the Existing Cedar Property Owners to operate its Existing Cedar Property in substantially the same manner as prior hereto pursuant to its normal course of business until the applicable Closing Date; provided, however that, without the prior consent of Homburg, Cedar shall not (except to the extent expressly provided herein):

(i) refinance any of the Current Loans or amend, modify or terminate in any material respect any of the Current Loan Documents, which termination, modification or amendment could reasonably be expected to have a material adverse impact on the applicable Property Owner; or

(ii) enter into, terminate, modify or amend, or waive in writing or otherwise in any material respect, any Lease for an area in excess of twenty-five percent (25%) of the aggregate rentable square feet of the improvements located on the applicable Existing Cedar Property, which termination, modification or amendment, could reasonably be expected to have a material adverse impact on the applicable Property Owner.

To the extent that a Purchase Contract shall provide Cedar with approval rights with respect to the entering into, modification, amendment or termination of any Leases or Current Loan Documents affecting any Contract Property, Cedar shall not exercise such approval rights without the prior consent of Homburg; provided, however, that Cedar shall only be required to seek such consent of Homburg if the circumstances are such that, had the subject Property been an Existing Cedar Property instead of a Contract Property, Cedar would have been required to obtain the consent of Homburg pursuant to this Section 14(a). The failure of Homburg to consent or not consent to any action proposed by Cedar under this Section 14(a) within five (5) Business Days after notice from Cedar shall be deemed consent by Homburg to such proposed action. At such time as any Purchase Contract Closing shall have occurred and the applicable Contract Property Owner shall have acquired title to the applicable Contract Property, the covenants of Cedar with respect to the Existing Cedar Property Owners contained in this Section 14(a) shall be applicable to each such Contract Property Owner.

(b) Following request therefor, Cedar agrees to keep Homburg informed of the status of the Purchase Contracts and provide Homburg with materials related thereto that are readily available to Cedar; provided, however, that Cedar shall, in any event, promptly deliver to Homburg copies of any written notice of closing date adjournment or default given or received by Cedar with respect to a Purchase Contract and notify Homburg of the occurrence of any Purchase Contract Closing and/or the modification, amendment, assignment or termination of any Purchase Contract, as applicable. In addition, Cedar shall promptly provide Homburg with copies of any written notice delivered to Cedar by a seller under any Purchase Contract respecting any defaults by such seller under any of the Current Loan Documents encumbering the applicable Contract Property. Notwithstanding the foregoing, Cedar shall provide to Homburg for its prior written approval, not to be unreasonably withheld, conditioned or delayed, a true and correct copy (in all material respects) of any proposed amendment or modification (an

“**Equity Sale Amendment**”) to any of the Purchase Contracts, which amendment or modification provides for the purchase and sale by Cedar of the direct or indirect interests in any of the sellers thereunder in lieu of purchasing the fee interests in applicable Contract Property(ies) (an “**Equity Sale**”). The failure of Homburg to give or withhold its consent to any such proposed amendment or modification within five (5) Business Days after delivery thereof to Homburg shall be deemed Homburg’s consent thereto. Cedar shall provide to Homburg, promptly following Cedar’s receipt thereof, copies of all books and records, balance sheets, general ledgers and tax returns of the sellers under the Purchase Contracts and any other financial information regarding such sellers and/or any Person providing an indemnity or guaranty with respect to a proposed Equity Sale as Homburg shall reasonably request from time to time and which shall be in the possession of Cedar. If as a result of Homburg’s review of such information or any other matter deemed relevant by Homburg with respect to any proposed Equity Sale(s), Homburg determines, in its reasonable discretion, it does not wish for Cedar to proceed with such Equity Sale(s), then Homburg shall have the right, on notice to Cedar given at least ten (10) days prior to the closing date under the applicable Purchase Contract(s), to direct Cedar to not to proceed with an Equity Sale, whereupon such Purchase Contract(s) shall continue in full force and effect as though unmodified by such Equity Sale Amendment(s), provided that Cedar may, in its sole determination, elect to proceed with such Equity Sale, in which event Homburg shall have the right to terminate this Agreement as to the applicable Transaction(s) by written notice to Cedar within one (1) Business Day following receipt of notice from Cedar of its election to proceed with such Equity Sale, upon which Termination the applicable Allotted Deposit(s) shall be refunded to Homburg, the Consideration shall be reduced by an amount equal to the applicable Allotted Consideration and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Transaction(s) (except for any obligation expressly provided to survive a termination of this Agreement).

(c) Following the date hereof, Cedar agrees to use commercially reasonable efforts to cause the release of the Stone Hedge Property from the lien of the Stone Hedge Line of Credit.

(d) Prior to the Closing of the Contract Transaction involving the Parkway Plaza Property, Cedar shall use commercially reasonable efforts to cause the applicable Property Owner to finance the Parkway Plaza Property with a mortgage loan secured by such Property on such commercially reasonable terms as Cedar shall determine (the “**New Parkway Plaza Loan**”). Promptly upon receipt thereof, Cedar agrees to deliver a copy of either the loan application or commitment received from the applicable lender in connection with the New Parkway Plaza Loan (the “**New Parkway Plaza Application**”) to Homburg for its review and approval, not to be unreasonably withheld or conditioned. Likewise, prior to entering into the loan documents and instruments evidencing the New Parkway Plaza Loan (the “**New Parkway Plaza Loan Documents**”), Cedar agrees to deliver copies of the same to Homburg for its review and approval, not to be unreasonably withheld or conditioned; provided, however, that Homburg shall have no right to disapprove the New Parkway Plaza Loan Documents unless the same materially and adversely conflict with the terms of the New Parkway Plaza Application. In the event that Homburg shall fail to deliver written approval or disapproval of the terms of either the New Parkway Plaza Application or the New Parkway Plaza Loan Documents within five (5) Business Days after receipt thereof, Homburg shall be deemed to have approved the same. If, in

accordance with the terms of this Section 14(d), Homburg shall disapprove of the terms of either the New Parkway Plaza Application or the New Parkway Plaza Loan Documents, Cedar shall have the option, in its sole direction, to either (i) cause the New Parkway Plaza Application or the New Parkway Plaza Loan Documents, as applicable, to be modified until Homburg shall approve the same (which approval shall not be unreasonably withheld, conditioned or delayed) or (ii) terminate this Agreement with respect to the Contract Transaction involving the Parkway Plaza Property only, in which case the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Parkway Plaza Property and the Interests related thereto, except for any obligation expressly provided to survive a termination of this Agreement. If this Agreement shall not be terminated as to the Parkway Plaza Property as aforesaid, in the event that the New Parkway Plaza Loan shall close prior to the Closing of the Contract Transaction involving the Parkway Plaza Property as contemplated herein, the Allotted Consideration payable by Homburg at such Closing shall be equitably adjusted (x) to account for the outstanding principal amount of the New Parkway Plaza Loan and (y) such that Homburg shall be responsible for its Percentage Interests of all third party transaction costs and closing costs incurred in obtaining the New Parkway Plaza Loan. In addition, if the New Parkway Plaza Loan shall have closed prior to the Closing of the Contract Transaction involving the Parkway Plaza Property, Homburg shall pay to Cedar at the Closing of such Contract Transaction, its Percentage Interest of a financing fee equal to one-half of one percent (0.5%) of the original principal amount of the New Parkway Plaza Loan; provided, however, that any such financing fee payable hereunder shall not exceed \$50,000. In the event the New Parkway Plaza Loan shall close on or after the Closing of the Contract Transaction involving the Parkway Plaza Property, the financing fee payable to Cedar in connection therewith shall be governed by the terms of the applicable Management Agreement. The provisions of this Section 14(d) shall survive the Closing.

(e) Prior to the Closing of the Existing Cedar Transaction involving the Stone Hedge Property, in its discretion, following the release of the Stone Hedge Property from the Stone Hedge Line of Credit, Cedar may cause the applicable Property Owner to finance the Stone Hedge Property with a mortgage loan secured by such Property on such commercially reasonable terms as Cedar shall determine (the "**New Stone Hedge Loan**"). Promptly upon receipt thereof, Cedar agrees to deliver a copy of either the loan application or commitment received from the applicable lender in connection with the New Stone Hedge Loan (the "**New Stone Hedge Application**") to Homburg for its review and approval, not to be unreasonably withheld or conditioned. Likewise, prior to entering into the loan documents and instruments evidencing the New Stone Hedge Loan (the "**New Stone Hedge Loan Documents**"), Cedar agrees to deliver copies of the same to Homburg for its review and approval, not to be unreasonably withheld or conditioned; provided, however, that Homburg shall have no right to disapprove the New Stone Hedge Loan Documents unless the same materially and adversely conflict with the terms of the New Stone Hedge Application. In the event that Homburg shall fail to deliver written approval or disapproval of the terms of either the New Stone Hedge Application or the New Stone Hedge Loan Documents within five (5) Business Days after receipt thereof, Homburg shall be deemed to have approved the same. If, in accordance with the terms of this Section 14(e), Homburg shall disapprove of the terms of either the New Stone

Hedge Application or the New Stone Hedge Loan Documents, Cedar shall have the option, in its sole direction, to either (i) cause the New Stone Hedge Application or the New Stone Hedge Loan Documents, as applicable, to be modified until Homburg shall approve the same (which approval shall not be unreasonably withheld, conditioned or delayed) or (ii) terminate this Agreement with respect to the Existing Cedar Transaction involving the Stone Hedge Property only, in which case the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Stone Hedge Property and the Interests related thereto, except for any obligation expressly provided to survive a termination of this Agreement. If this Agreement shall not be terminated as to the Stone Hedge Property as aforesaid, in the event that the New Stone Hedge Loan shall close prior to the Closing of the Transaction involving the Stone Hedge Property as contemplated herein, the Allotted Consideration payable by Homburg at such Closing shall be equitably adjusted (x) to account for the outstanding principal amount of the New Stone Hedge Loan and (y) such that Homburg shall be responsible for its respective Percentage Interests of all third party transaction costs and closing costs incurred in obtaining the New Stone Hedge Loan. In addition, if the New Stone Hedge Loan shall have closed prior to the Closing of the Contract Transaction involving the Stone Hedge Property, Homburg shall pay to Cedar at the Closing of such Contract Transaction, its Percentage Interest of a financing fee equal to one-half of one percent (0.5%) of the original principal amount of the New Stone Hedge Loan; provided, however, that any such financing fee payable hereunder shall not exceed \$50,000. In the event the New Stone Hedge Loan shall close on or after the Closing of the Contract Transaction involving the Stone Hedge Property, the financing fee payable to Cedar in connection therewith shall be governed by the terms of the applicable Management Agreement. The provisions of this Section 14(e) shall survive the Closing.

(f) Cedar shall use commercially reasonable efforts to deliver to Homburg before the applicable Closing Date, tenant estoppel certificates ("**Tenant Estoppels**") from tenants under Leases occupying each Existing Cedar Property, each on the applicable tenant's standard estoppel form or as otherwise prescribed by its Lease or on a commercially reasonable form. In addition, Cedar agrees to deliver to Homburg, promptly upon receipt thereof, copies of any and all Tenant Estoppels received from tenants under Leases affecting the Contract Properties. For avoidance of doubt, failure by Cedar to obtain any Tenant Estoppel shall constitute neither a default by Cedar under this Agreement nor the failure of a condition precedent to the obligation of any party to close hereunder.

15. Deliveries to be made on the Closing Date

(a) Cedar Deliveries: Cedar shall deliver or cause to be delivered to the Property Owners, Homburg or the Title Company, as the case may be, on the applicable Closing Date the following documents (collectively, "**Cedar Deliveries**"):

(i) the applicable Amended and Restated Partnership Agreement and any formation or similar certificates required by the laws of the State of Delaware, executed by the applicable Cedar Partners;

(ii) assignment and assumption agreements in the form attached hereto as Exhibit G between Cedar, as assignor, and Homburg, as assignee, of the applicable Interests (each, an “**Assignment and Assumption Agreement**”), executed by Cedar;

(iii) with respect to each Property, the Management Agreement, executed by the applicable Property Owner and the Manager;

(iv) all applicable transfer tax forms, if any;

(v) the affidavit referred to in Section 1445 of the Code with all pertinent information confirming that Cedar is not a foreign person, trust, estate, corporation or partnership;

(vi) evidence reasonably satisfactory to the Title Company respecting the due organization of the Cedar Partners and the due authorization and execution by the applicable Cedar Partners of this Agreement and the documents required to be delivered hereunder;

(vii) to the extent reasonably required by the Title Company, an affidavit of title in the form attached hereto as Exhibit H;

(viii) a certificate (the “**Update Certificate**”) of Cedar dated as of the Closing Date certifying that the representations and warranties of Cedar set forth in Section 11(a) of this Agreement, other than the representations and warranties set forth in Section 11(a) of this Agreement which are made as of the date of this Agreement (the representations and warranties of Seller set forth in Section 11(a) of this Agreement, other than the representations and warranties set forth in Section 11(a) of this Agreement which are made as of the date of this Agreement, being hereafter referenced to as “**Closing Date Representations**”) remain true and correct in all material respects as of the Closing Date, it being agreed that if any Closing Date Representation shall no longer be true and correct in any material respect due to a change in the facts or circumstances which do not otherwise constitute a default of Cedar pursuant to the express terms of this Agreement and Cedar is unable to deliver the Update Certificate, the failure of Cedar to deliver the Update Certificate shall constitute a failure of a condition to Closing and shall not constitute a default by Cedar under this Agreement, and the sole remedy of Homburg in connection therewith shall be to terminate this Agreement with respect to all Transactions not yet closed by written notice to Cedar (in which event the unapplied portion of the Deposit shall be returned to Homburg and no party hereto shall have any further obligations under this Agreement except under those provisions of this Agreement that expressly survive a termination of this Agreement); and

(ix) a settlement statement prepared by the Title Company and approved by Cedar and Homburg (the “**Settlement Statement**”).

(b) Homburg Deliveries: Homburg shall deliver or cause to be delivered to Cedar, the Property Owners or the Title Company, as the case may be, on the Closing Date the following (collectively, “**Homburg Deliveries**”):

- (i) the applicable Net Consideration required to be paid by Homburg to Cedar pursuant to Section 2 hereof;
- (ii) the Assignment and Assumption Agreement, executed by Homburg.
- (iii) the applicable Amended and Restated Partnership Agreement and any certificates required by the laws of the State of Delaware, executed by Homburg;
- (iv) all applicable transfer tax forms, if any;
- (v) evidence reasonably satisfactory to the Title Company respecting the due organization of Homburg and the due authorization and execution by Homburg of this Agreement and the documents required to be delivered hereunder; and
- (vi) the Settlement Statement.

16. Conditions to the Closings

(a) Conditions Precedent to Obligations of Homburg. The obligation of Homburg to consummate each Transaction contemplated by this Agreement shall be subject to the following, as applicable:

- (i) performance and observance in all material respects, by Cedar of all covenants, warranties and agreements of this Agreement to be performed or observed by Cedar prior to or on the applicable Closing Date;
- (ii) receipt of any Loan Approval applicable to such Transaction;
- (iii) with respect to the first Closing to occur pursuant to the terms of this Agreement, no less than four (4) Transactions shall be the subject thereof;
- (iv) the Conversion or Formation applicable to such Transaction shall have occurred;
- (v) with respect to each Contract Transaction only, the applicable Purchase Contract Closing shall have occurred;
- (vi) with respect to the Transaction involving the Stone Hedge Property only, such Property shall have been released from the lien of the Stone Hedge Line of Credit;
- (vii) the representations and warranties of Cedar set forth in Section 11 and Section 13 hereof (other than those representations and warranties made as of the date of this Agreement) being true and correct in all material respects; and
- (viii) the fulfillment on or before the applicable Closing Date of all other conditions precedent to Closing benefiting Homburg specifically enumerated in this Agreement

respecting the subject Transaction, any or all of which may be waived by Homburg in its sole discretion.

(b) Conditions Precedent to Obligations of Cedar. The obligation of Cedar to consummate each Transaction contemplated by this Agreement shall be subject to the following, as applicable:

(i) performance and observance by Homburg in all material respects, of all covenants and agreements of this Agreement to be performed or observed by Homburg prior to or on the applicable Closing Date;

(ii) receipt of any Loan Approval applicable to such Transaction;

(iii) with respect to the first Closing to occur pursuant to the terms of this Agreement, no less than four (4) Transactions shall be the subject thereof, as determined pursuant to Section 4 hereof;

(iv) with respect to each Contract Transaction only, the closing under the applicable Purchase Contract shall have occurred;

(v) with respect to the Transaction involving the Stone Hedge Property only, such Property shall have been released from the lien of the Stone Hedge Line of Credit;

(vi) the representations and warranties of Homburg set forth in Section 12 and Section 13 hereof being true and correct in all material respects; and

(vii) the fulfillment on or before the Closing Date of all other conditions precedent to Closing benefiting Cedar specifically set forth in this Agreement respecting the subject Transaction, any or all of which may be waived by Cedar in its sole discretion.

17. Apportionments.

(a) With respect to each Property, the following shall be prorated between the applicable Property Owner as constituted immediately prior to the Closing, and the applicable Property Owner as constituted immediately following the Closing, as of 11:59 p.m. on the day preceding the Closing Date (on the basis of the actual number of days elapsed over the applicable period):

(i) Fixed rents, additional rents and all other sums and credits due or payable under the applicable Leases and any other items of income, as and when collected;

(ii) All real estate taxes, water charges, sewer rents, vault charges and assessments on the Property on the basis of the fiscal year for which assessed (except to the extent required to be paid by tenants in good standing pursuant to Leases);

(iii) All operating expenses (except to the extent required to be paid by tenants in good standing pursuant to Leases);



- (iv) Any prepaid items, including, without limitation, fees for licenses and annual permit and inspection fees;
  - (v) Utilities, including, without limitation, telephone, steam, electricity and gas, on the basis of the most recently issued bills therefor (except to the extent required to be paid by tenants pursuant to Leases);
  - (vi) Deposits with telephone and other utility companies;
  - (vii) Payments of principal and interest and other costs payable under any Current Loan Documents, New Parkway Plaza Loan Documents and New Stone Hedge Loan Documents, as applicable; and
  - (viii) Such other items as are customarily apportioned between sellers and purchasers of real properties (and interests therein) of a type similar to the Properties and located in the Commonwealth in which each such Property is located.
- (b) If, on the Closing Date, any items of additional rent or percentage rent under the Leases or other income or expense of the Properties shall not have been ascertained, then such items shall be adjusted retroactively as and when the same are ascertained.
- (c) If, with respect to any Property, the Closing shall occur before the applicable real estate tax rate is fixed, the apportionment of real estate taxes for such Property at the Closing shall be based upon the tax rate for the next preceding year applied to the latest assessed valuation. Promptly after the new tax rate or assessment is fixed, the apportionment of taxes or assessments shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected and the proper party reimbursed.
- (d) All apportionments made under this Agreement shall be calculated (1) as between the Property Owners, as constituted prior to the applicable Closing as the prior owners of the Properties, and such Property Owners, as constituted following the applicable Closing as the new owners of the Properties, and then (2) the applicable Allotted Consideration shall be adjusted at the applicable Closing such that Cedar and Homburg shall share in the credits and debits of the Property Owners in proportion to their respective interests in such Property Owners immediately following the Closing.
- (e) If any tenant at a Property is in arrears in the payment of rent on the Closing Date, any and all rents received from such tenant after the Closing shall be applied in the following order of priority: (i) first to the month in which the Closing occurred; (ii) then to any month or months following the month in which the Closing occurred; and (iii) then to the months preceding the month in which the Closing occurred. If rents or any portion thereof received after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, shall be promptly paid to the other party.

(f) Notwithstanding anything to the contrary contained in this Agreement, with respect to the Existing Cedar Properties only, Cedar shall remain liable for actual damages (including out-of-pocket expenses actually incurred by the Property Owners) resulting from (w) uninsured third party tort claims arising and accruing prior to the applicable Closing Date and which are both unrelated to the environmental condition of any Existing Cedar Property or any physical condition known by or disclosed to Homburg or any Homburg Representatives and based solely on the actions or omissions of any Existing Cedar Property Owner prior to the applicable Closing Date (the parties acknowledge that Cedar shall not be responsible hereunder for third party tort claims that are uninsured by reason of the applicable insurance deductible), (x) any breach by any Existing Property Owner of its obligations under any of the Service Contracts and Leases arising prior to the applicable Closing Date unless Homburg shall have received an estoppel certificate with respect to such Service Contract or Lease prior to applicable Closing or (A) such breach shall have been disclosed to or known by Homburg prior to the applicable Closing Date or (B) the applicable Allotted Consideration shall have been adjusted to reflect such monetary obligation or breach, (y) any tax liability of any Existing Cedar Property Owner allocable to periods prior to the applicable Closing Date, and (z) the completion of certain tenant improvements required to be performed by the lessor under certain Leases, all as more particularly identified on Schedule 4 attached hereto (the “**Tenant Improvements**”), as and to the extent the same have not been completed prior to the applicable Closing Date. Homburg acknowledges and agrees that its sole and exclusive remedy against Cedar in connection with the foregoing responsibilities shall be either an action for specific performance or a claim for actual damages (excluding special, consequential and punitive damages), Homburg hereby waiving any other right or remedy it may otherwise have at law or equity. The provisions of this Section 17 notwithstanding, nothing contained herein shall limit or in any way be deemed to modify the “as is, where is” nature of the Transactions as more particularly set forth in Section 11(d) of this Agreement and Homburg hereby confirms its agreement to waive any right it may have at law or in equity, including, without limitation, the right to seek damages or contribution from Cedar in connection with the physical (including, without limitation, environmental) condition of the Properties (except in connection with any breach of applicable representations and warranties of Cedar contained in Section 11(a) in accordance with the terms and conditions of this Agreement).

The provisions of this Section 17 shall survive the Closings.

18. Condemnation or Destruction of the Properties. In the event that, after the date hereof but prior to the applicable Closing Date with respect to any Property then owned by Cedar or any affiliate, either any portion of such Property is taken (or so threatened by written notice delivered to the applicable Contract Property Owner by a governmental authority having jurisdiction) pursuant to eminent domain proceedings or condemnation or any of the improvements on such Property are damaged or destroyed by fire or other casualty, Cedar shall, promptly upon becoming aware of the same, deliver or cause to be delivered to Homburg, notice of any such eminent domain proceedings or casualty. Except as otherwise expressly provided herein, neither Cedar nor any Property Owner shall have the obligation to restore, repair or replace any portion of any Property or any such damage or destruction. If, with respect to any Property, the amount of the damage (as determined by an independent third party contractor or engineer selected by Cedar and reasonably approved by Homburg) or the amount of

condemnation award shall exceed an amount equal to ten percent (10%) of the applicable Allotted Consideration, Homburg shall have the right to terminate this Agreement as to the applicable Transaction only by written notice to Cedar given within ten (10) days after notification to Homburg of the estimated amount of damages or the determination of the amount of any condemnation award, whereupon the applicable Allotted Deposit shall be refunded to Homburg, the Consideration shall be reduced by an amount equal to the applicable Allotted Consideration and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Transaction (except for any obligation expressly provided to survive a termination of this Agreement). In the event of any condemnation or casualty as aforesaid, the applicable Closing Date shall be extended as and to the extent necessary to permit the determination of the damage amount or condemnation award in the manner herein provided, to a Business Day selected by Cedar and reasonably approved by Homburg. The parties hereby waive the provisions of any statute which provides for a different outcome or treatment in the event of a casualty or a condemnation or eminent domain proceeding.

19. Release.

(a) EFFECTIVE AS OF THE CLOSING OF EACH TRANSACTION, HOMBURG SHALL BE DEEMED TO HAVE RELEASED CEDAR AND ALL CEDAR RELATED PARTIES FROM ALL CLAIMS WHICH HOMBURG OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SERVANT, SHAREHOLDER OR OTHER PERSON OR ENTITY ACTING ON BEHALF OF OR OTHERWISE RELATED TO OR AFFILIATED WITH, HOMBURG (EACH, A "**HOMBURG RELATED PARTY**") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE APPLICABLE PROPERTY AND THE APPLICABLE INTERESTS INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, THE PURCHASE CONTRACTS, THE LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ALL OR ANY PORTION OF THE APPLICABLE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS, AND HOMBURG SHALL NOT LOOK TO CEDAR OR ANY CEDAR RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION; PROVIDED, HOWEVER, THAT THIS RELEASE SHALL NOT BE APPLICABLE TO ANY CLAIMS ARISING OUT OF THE EXPRESS COVENANTS, REPRESENTATIONS, OR WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY CLOSING DELIVERY THAT SHALL EXPRESSLY SURVIVE THE CLOSING OF A TRANSACTION.

(b) The provisions of this Section 19 shall survive the Closings or a termination of this Agreement.

20. Brokers. Cedar represents and warrants to Homburg, and Homburg represents and warrants to Cedar, that no broker or finder has been engaged by it, respectively, in connection with the Transactions contemplated under this Agreement. In the event of a claim for broker's or finder's fee or commissions in connection with the sale contemplated by this Agreement, then Cedar shall indemnify, defend and hold harmless Homburg from the same if it shall be based upon any statement or agreement alleged to have been made by Cedar, and Homburg shall indemnify, defend and hold harmless Cedar from the same if it shall be based upon any statement or agreement alleged to have been made by Homburg. The provisions of this Section 20 shall survive the Closings and/or a termination of this Agreement.

21. Limitation of Liability.

(a) Notwithstanding anything to the contrary contained in this Agreement or any documents executed in connection herewith, if one or more of the Transactions shall have closed hereunder, Cedar shall have not have any liability arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Cedar under this Agreement (or any document or certificate executed or delivered in connection herewith) unless claims made by Homburg shall collectively aggregate at least One Hundred Thousand and 00/100 Dollars (\$100,000.00); provided, however, in no event shall the aggregate liability of Cedar hereunder exceed Two Million and 00/100 Dollars (\$2,000,000.00). Notwithstanding the foregoing, the obligations of Cedar contained in Section 4(d) and 17(f) hereof shall not be subject to the limitations on liability contained in this Section 21(a).

(b) No shareholder or agent of Cedar, nor any Cedar Related Parties, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Homburg, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(c) The provisions of this Section 21 shall survive the Closings and/or a termination of this Agreement.

22. Remedies For Default and Disposition of the Deposit

(a) CEDAR DEFAULTS. IF ANY TRANSACTION SHALL NOT BE CLOSED BY REASON OF CEDAR'S BREACH OR DEFAULT UNDER THIS AGREEMENT, THEN HOMBURG SHALL HAVE AS ITS EXCLUSIVE REMEDY THE RIGHT TO (A) TERMINATE THIS AGREEMENT WITH RESPECT TO ALL TRANSACTIONS NOT YET CLOSED (IN WHICH EVENT THE UNAPPLIED PORTION OF THE DEPOSIT SHALL BE RETURNED TO HOMBURG, AND NO PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHERS EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE A CLOSING OR TERMINATION OF THIS AGREEMENT), HOMBURG HEREBY WAIVING ANY RIGHT OR CLAIM TO DAMAGES FOR CEDAR'S BREACH OR (B) SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR

DAMAGES OR OTHERWISE, SHALL BE PERMITTED); PROVIDED THAT ANY ACTION BY HOMBURG FOR SPECIFIC PERFORMANCE MUST BE FILED, IF AT ALL, WITHIN FORTY-FIVE (45) DAYS OF CEDAR'S BREACH OR DEFAULT, AND THE FAILURE TO FILE WITHIN SUCH PERIOD SHALL CONSTITUTE A WAIVER BY HOMBURG OF SUCH RIGHT AND REMEDY. NOTWITHSTANDING THE FOREGOING, IF A CONTRACT TRANSACTION SHALL NOT BE CLOSED BY REASON OF CEDAR'S BREACH OR DEFAULT UNDER THIS AGREEMENT, IN NO EVENT SHALL HOMBURG HAVE THE RIGHT TO SUE TO CAUSE CEDAR TO CLOSE THE PURCHASE AND SALE OF A CONTRACT PROPERTY UNDER AN APPLICABLE PURCHASE CONTRACT AND IF CEDAR SHALL NOT SO CLOSE THE APPLICABLE CONTRACT PROPERTY PURSUANT TO THE APPLICABLE PURCHASE AGREEMENT, THE SOLE REMEDY OF HOMBURG SHALL BE TO TERMINATE THIS AGREEMENT WITH RESPECT TO ALL TRANSACTIONS NOT YET CLOSED IN ACCORDANCE WITH CLAUSE (A) ABOVE.

(b) **HOMBURG DEFAULTS.** IN THE EVENT ANY TRANSACTION SHALL NOT CLOSE ON ACCOUNT OF HOMBURG'S BREACH OR DEFAULT, THEN, AT CEDAR'S ELECTION, THIS AGREEMENT SHALL TERMINATE WITH RESPECT TO ALL TRANSACTIONS NOT YET CLOSED, THE RETENTION OF THE UNAPPLIED PORTION OF THE DEPOSIT SHALL BE CEDAR'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT CEDAR'S RIGHTS OR DAMAGES UNDER ANY INDEMNITIES GIVEN BY HOMBURG TO CEDAR UNDER THIS AGREEMENT. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT CEDAR WILL INCUR EXPENSE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT THE INTERESTS (AND RELATED PROPERTIES) WILL BE REMOVED FROM THE MARKET; FURTHER, THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO CEDAR CAUSED BY THE BREACH BY HOMBURG UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION CEDAR SHOULD RECEIVE AS A RESULT OF HOMBURG'S BREACH OR DEFAULT.

(c) Prior to the exercise by Cedar or Homburg of any right or remedy afforded to it pursuant to Section 22(a) or Section 22(b) herein, as applicable, such party (the "**Non-Defaulting Party**") shall deliver written notice (a "**Default Notice**") to the other party hereunder (the "**Defaulting Party**") identifying the applicable breach or default and the Defaulting Party shall have ten (10) days after delivery such Default Notice to cure such breach or default. If a Defaulting Party fails to cure any default or breach that is the subject of a Default Notice within such ten (10) day period, the Non-Defaulting Party may exercise all rights and remedies afforded to it pursuant to Section 22(a) or Section 22(b) above, as applicable.

(d) The provisions of this Section 22 shall survive the Closings and/or a termination of this Agreement.

### 23. Title Reviews.

(a) Homburg has, or shall promptly after the date hereof, obtain title reports for each of the Properties from the Title Company (the "**Title Reports**"). If any exceptions(s) to title to any Property should appear in the Title Reports that are not Permitted Exceptions, then, no later than March 26, 2007, Homburg shall promptly deliver copies thereof to Cedar, together with copies of the applicable exception documentation and written notice of disapproval of said exceptions (a "**Title Objection Letter**"). Any such material title exceptions so objected to by Homburg pursuant to this Section 23(a) shall be deemed to be "**Title Objections**." Subject to Section 23(c) below, within ten (10) days following receipt of the Title Objection Letter, Cedar shall deliver written notice to Homburg of any Title Objections with respect to which Cedar, in its sole and absolute discretion, elects to undertake the removal prior to or at the applicable Closing (the "**Title Objection Response**"); provided, however, that if Cedar shall fail to deliver any Title Objection Response by the expiration of such ten (10) day period, Cedar shall be deemed to have elected not to undertake the removal of the subject Title Objections. Subject to Section 23(c) below, if Cedar elects or is deemed to have elected not to cure any Title Objection, Homburg's only option in response thereto shall be to terminate this Agreement in accordance with Section 9 above. Subject to Section 23(c) below, if Cedar shall have elected to undertake the removal of a Title Objection but does not cause the removal thereof by the applicable Scheduled Closing Date, Homburg shall have the option, to be exercised by Homburg by written notice to Cedar on or before the applicable Scheduled Closing Date, to either (A) accept the Property "as is" with respect to such Title Objections and consummate the Closings in accordance with the terms of this Agreement or (B) terminate this Agreement by written notice thereof to Cedar, and receive a return of the undisbursed portion of the Deposit, whereupon neither party shall have any obligations or liability hereunder except as expressly intended to survive a termination of this Agreement or, if applicable, any Closing that may have already occurred hereunder. Should Homburg fail to elect an option in writing by the applicable Scheduled Closing Date, Homburg shall be deemed to have elected option (A) above. For avoidance of doubt, Cedar shall not under any circumstance be required or obligated to cause the cure or removal of any Title Objection (other than Mandatory Cure Items) including, without limitation, to bring any action or proceeding, to make any payments or otherwise to incur any expense in order to eliminate any Title Objection or to arrange for title insurance insuring against enforcement of such Title Objection against, or collection of the same out of, the applicable Property, notwithstanding that Cedar may have attempted to do so.

(b) If Homburg shall object to any exceptions(s) to title to the Property, other than the Permitted Exceptions, of which Homburg is first made aware in any update made to any Title Report after the earlier of the date of the Title Objection Letter delivered pursuant to Section 23(a) above or March 26, 2007, Homburg shall deliver copies thereof to Cedar, together with copies of the applicable exception documentation(s) and written notice of disapproval of said exceptions no later than the earlier of (i) the applicable Scheduled Closing Date and (ii) ten (10) days after receipt by Homburg of the applicable updated Title Report. Any such material title exceptions so objected to by Homburg pursuant to this Section 23(b) shall be deemed to be "**Additional Title Objections**." Subject to Section 23(c) below, no later than the earlier of (i) the applicable Scheduled Closing Date and (ii) ten (10) days after receipt by Cedar of written notice from Homburg of any Additional Title Objections, Cedar shall deliver a Title Objection

Response to Homburg of any Additional Title Objections with respect to which Cedar, in its sole and absolute discretion, elects to undertake the removal prior to or at the applicable Closing; provided, however, that if Cedar shall fail to deliver any Title Objection Response by the applicable Scheduled Closing Date, Cedar shall be deemed to have elected not to cause the removal of the subject Additional Title Objections. Notwithstanding the foregoing, in the event Cedar shall elect to undertake the removal of any Additional Title Objections hereunder, Cedar shall have the right in its sole and absolute discretion upon delivery of prior written notice to Homburg, to extend the applicable Scheduled Closing Date by up to thirty (30) days in the aggregate, to cause the removal thereof. Subject to Section 23(c) below, if Cedar indicates or is deemed to have indicated that it will not cure any Additional Title Objection or, if Cedar shall have elected to undertake the removal of an Additional Title Objection but does not cause the removal thereof by the applicable Schedule Closing Date, Homburg shall have the option, by (I) if Cedar shall have elected (or is deemed to have elected) not to cause the removal of the Additional Title Objection, the earlier of the Scheduled Closing Date and third (3rd) Business Day after receipt of the Title Objection Response (or the date such Title Objection Response shall have been due, as applicable) or (II) if Cedar shall have elected to undertake the removal of an Additional Title Objection but does not cause the removal thereof by the applicable Schedule Closing Date, the Scheduled Closing Date, to either (A) accept the Property "as is" with respect to such Additional Title Objections and consummate the Closings in accordance with the terms of this Agreement or (B) terminate this Agreement by written notice thereof to Cedar, and receive a return of the undisbursed portion of the Deposit, whereupon neither party shall have any obligations or liability hereunder except as expressly intended to survive a termination of this Agreement or, if applicable, any Closing that may have already occurred hereunder. Should Homburg fail to elect an option in writing within said three (3) Business Day period, Homburg shall be deemed to have elected option (A) above. For avoidance of doubt, Cedar shall not under any circumstance be required or obligated to cause the cure or removal of any Additional Title Objection (other than Mandatory Cure Items) including, without limitation, to bring any action or proceeding, to make any payments or otherwise to incur any expense in order to eliminate any Additional Title Objection or to arrange for title insurance insuring against enforcement of such Additional Title Objection against, or collection of the same out of, the applicable Property, notwithstanding that Cedar may have attempted to do so.

(c) Notwithstanding anything to the contrary contained herein, Cedar shall cause the removal (by bonding or otherwise) prior to the applicable Scheduled Closing Date of any monetary liens encumbering any Property (that is not a Permitted Exception hereunder) objected to by Homburg in accordance with Section 23(a) or Section 23(b) above, if the placing of such lien was solely the direct result of the actions of Cedar and not otherwise caused by any tenant at, or prior owner of, the Property or any other third party (each, a "**Mandatory Cure Item**").

24. **Notices.** All notices, demands, consents, reports and other communications provided for in this Agreement shall be in writing, shall be given by a method prescribed in this Section and shall be given to the party to whom it is addressed at the address set forth below or at such other address(es) as such party hereto may hereafter specify by at least seven (7) days' prior written notice.

To Cedar:

c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

With a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Steven P. Moskowitz, Esq.  
Facsimile: (212) 806-6006

To Homburg:

c/o Homburg Invest Inc.  
1741 Brunswick Street, Suite 600  
Halifax, NS B3J-3X8  
Attention: Richard Stolle  
Facsimile: 902-468-2457

and to:

c/o Homburg Invest Inc.  
11 Akerley Blvd., Suite 200  
Dartmouth, NS B3B-1V7  
Attention: Gordon Lawlor  
Facsimile: 902-469-6776

and to:

c/o Homburg Holdings (U.S.), Inc.  
559 East Pikes Peak Avenue  
Suite 320  
Colorado Springs, Colorado 80903  
Attention: Robert W. Harris  
Facsimile: 719-633-0278

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Steven Simkin, Esq.



Facsimile: (212) 492-0073

and to:

The DeCaro Law Firm, PC  
47 Aspen Court  
Evergreen, CO 80439  
Attention: Phillip S. DeCaro, Esq.  
Facsimile: (303) 679-3327

Any party hereto may change the address to which notice may be delivered hereunder by the giving of written notice thereof to the other Parties as provided hereinbelow. Any notice or other communication delivered pursuant to this Section may be mailed by United States or Canadian certified air mail, return receipt requested, postage prepaid, deposited in a United States or Canadian Post Office or a depository for the receipt of mail regularly maintained by the United States Post Office or the Canadian Post Office, as applicable. Such notices, demands, consents and reports may also be delivered (i) by hand or reputable international courier service which maintains evidence of receipt or (ii) by facsimile with a confirmation copy delivery by hand or reputable international courier service which maintains evidence of receipt. Any notices, demands, consents or other communications shall be deemed given and effective when delivered by hand or courier or facsimile, or if mailed only, five (5) Business Days after mailing. Notwithstanding the foregoing, no notice or other communication shall be deemed ineffective because of refusal of delivery to the address specified for the giving of such notice in accordance herewith. The provisions of this Section 24 shall survive the Closings and/or a termination of this Agreement.

25. Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. The provisions of this Section 25 shall survive the Closings and/or a termination of this Agreement.

26. Governing Law; Jurisdiction; Construction. This Agreement (a) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law and (b) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto and without regard to, or aid of, any rules of construction requiring construction against any party drafting this Agreement. The parties agree that this Agreement has been made in the New York, New York and that exclusive jurisdiction for matters arising under this Agreement shall be in the State courts in New York County, New York. Each party by signing this Agreement irrevocably consents to and shall submit to such jurisdiction. Each party hereto acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation hereof. Each party has been represented by independent counsel in connection with this Agreement. The provisions of this Section 26 shall survive the Closings and/or a termination of this Agreement.

27. Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The provisions of this Section 27 shall survive the Closings and/or a termination of this Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument. This Agreement may be executed by facsimile which shall be deemed an original for all purposes. In the event this Agreement is executed by the exchange of facsimile copies, the parties agree to exchange ink-signed counterparts promptly after the execution and delivery of this Agreement. The provisions of this Section 28 shall survive the Closings and/or a termination of this Agreement.

29. No Third Party Beneficiaries. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any Person or entity other than the parties hereto and the Cedar Related Parties. The provisions of this Section 29 shall survive the Closings and/or a termination of this Agreement.

30. Waiver. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof. The provisions of this Section 30 shall survive the Closings and/or a termination of this Agreement.

31. Assignment. Without the prior written consent of the other parties hereunder, no party hereto may assign this Agreement or any of its rights or obligations hereunder, and any purported unpermitted assignment shall be null and void. Notwithstanding the foregoing, Cedar shall be permitted to assign this Agreement without the consent of any other party to any entity controlled, directly or indirectly, by Cedar, provided that any such assignment by Cedar shall not release Cedar of its obligations under this Agreement. The provisions of this Section 31 shall survive the Closings and/or a termination of this Agreement.

32. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties and each of their respective successors and permitted assigns. The provisions of this Section 32 shall survive the Closings and/or a termination of this Agreement.

33. Entire Agreement. This Agreement sets forth the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. The provisions of this Section 33 shall survive the Closings and/or a termination of this Agreement.

34. Further Assurances. After the Closing Date, the parties hereunder shall execute and deliver each to the other such documents and instruments and take such further actions as may be reasonably necessary or required to consummate the transactions contemplated by this Agreement. The provisions of this Section 34 shall survive the Closings and/or a termination of this Agreement.

35. Paragraph Headings. The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement. The provisions of this Section 35 shall survive the Closings and/or a termination of this Agreement.

36. Waiver of Trial by Jury. The parties hereto waive trial by jury in any action or proceeding arising out of or in connection with this Agreement. The provisions of this Section 36 shall survive the Closings and/or a termination of this Agreement.

37. Litigation Costs. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, the terms of Section 5), in the event of any litigation arising in connection with this Agreement, the substantially prevailing party shall be entitled to recover from the substantially non-prevailing party its reasonable legal fees and expenses at trial and all appellate levels. The provisions of this Section 37 shall survive the Closings and/or a termination of this Agreement.

38. Currency. Any and all amounts owing by any party hereto pursuant to this Agreement, shall be paid in lawful currency of the United States of America (i.e. U.S. Dollars). The provisions of this Section 38 shall survive the Closings and/or a termination of this Agreement.

39. Contract Transactions. Notwithstanding anything to the contrary contained in this Agreement, Homburg acknowledges and agrees that Cedar shall have no obligation to purchase any Contract Property and that the decision to so purchase any such Contract Property shall be made in the sole and absolute discretion of Cedar. In the event that any Purchase Contract Closing shall not occur for any reason whatsoever, including, without limitation, the willful fault of Cedar, Homburg shall not have any recourse against Cedar as a result of such failure to close the purchase and sale of any Contract Property; provided, however, that this Agreement shall automatically terminate as to the applicable Contract Transaction and the applicable Allotted Deposit shall be refunded to Homburg and the Consideration shall be reduced by the amount of the applicable Allotted Consideration and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Interests and the applicable Contract Property (except for any obligation expressly provided to survive a termination of this Agreement). Notwithstanding the foregoing, in the event that a Purchase Contract Closing shall not occur solely by reason of the willful breach of Cedar under the applicable Purchase Contract, then Cedar shall reimburse Homburg for a portion of its third-party out-of-pocket expenses actually incurred by Homburg solely in connection with the diligence of the applicable Contract Transaction; provided, however, (i) in no event shall Cedar be obligated to reimburse Homburg hereunder in excess of Fifty Thousand and 00/100 Dollars (\$50,000) with

respect to all of the Contract Transactions, in the aggregate, and (ii) Cedar's obligation to reimburse Homburg hereunder shall relate only to third-party out-of-pocket expenses with respect to which Homburg delivers to Cedar a third-party invoice (with reasonable supporting information and documentation and evidence of payment) within thirty (30) days after the date on which this Agreement shall have terminated as to the applicable Contract Transaction.

40. Board Consent. The obligation of each of Cedar and Homburg to consummate the Transactions contemplated hereby shall be conditioned upon receipt of the approval of the board of directors of CSCL, the general partner of Cedar, to the transactions contemplated by this Agreement ("**Board Consent**"). Notwithstanding the foregoing, Cedar shall endeavor to obtain Board Consent on or before the date that is forty-five (45) days following the date hereof (the "**Consent Deadline**"); provided, however, that in the event that Cedar fails to obtain the Board Consent on or prior to the Consent Deadline, and until such time as Cedar shall obtain such Board Consent, Homburg may terminate this Agreement upon five (5) Business Days written notice to Cedar, whereupon the Deposit shall be promptly returned to Homburg and this Agreement and the obligations of the parties hereunder shall terminate (and no party shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Agreement).

41. Review of Form of Amended and Restated Partnership Agreement. The parties hereto acknowledge and agree that Homburg shall promptly submit the form of Amended and Restated Partnership Agreement to the applicable Netherlands Government Authorities for review of its compliance with applicable Netherlands legal requirements. In the event that such Governmental Authorities advise Homburg that the form of the Amended and Restated Partnership Agreement does not comply with such applicable legal requirements, the parties hereto agree to cooperate in good faith to amend such form of Amended and Restated Partnership Agreement so that it complies with such requirements.

42. Marketing Fee. At the Closing, Cedar shall pay to Homburg (or credit against the Net Consideration) an amount equal to one and one-half percent (1.5%) of the product of (i) sixty percent (60%) and (ii) the Net Consideration paid at the Closing. Following any Syndication of the Interests acquired by Homburg in a Property Owner pursuant to this Agreement, Cedar shall pay to Homburg a marketing fee equal to one and one-half percent (1.5%) of the product of (x) the Net Consideration paid by Homburg to Cedar for such Interests at the applicable Closing and (y) the percentage of the Interests in the Property Owner that shall have been assigned by Homburg in connection with the applicable Syndication (the "**Marketing Fee**"). Notwithstanding the foregoing, Cedar shall have no obligation to pay a Marketing Fee to Homburg hereunder with respect to any Syndication that shall occur subsequent to December 31, 2007. For avoidance of doubt, no Marketing Fee shall be payable with respect to a Syndication of Interests unless and until the applicable Closing shall have occurred hereunder. Any Marketing Fee required to be paid by Cedar hereunder shall be payable to Homburg within thirty (30) days of receipt by Cedar of written request therefor, together with evidence reasonably satisfactory to Cedar of the date that the applicable Syndication shall have occurred and the percentage of the applicable Interests that shall have been assigned by Homburg in connection therewith. The provisions of this Section 42 shall survive the Closings.

43. Press Releases. Cedar and Homburg agree to consult with each other before issuing any press releases with respect to this Agreement or the Transactions and shall endeavor to agree as to the content of such press releases (which agreement shall not be unreasonably withheld, conditioned or delayed); provided, however, that nothing herein shall be deemed to prevent either party, or their respective affiliates, from issuing any press release if such parties shall believe, in the exercise of its reasonable judgment, that such press release is required to be made by applicable law. The provisions of this Section 43 shall survive the Closings.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**CEDAR:**

CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P., a Delaware limited  
partnership

By: Cedar Shopping Centers, Inc., a Maryland  
corporation, its general partner

By: /s/ LEO S. ULLMAN

Leo S. Ullman  
President

**HOMBURG:**

HOMBURG HOLDINGS (U.S.) INC., a  
Colorado corporation

By: /s/

Name:

Title:

EXHIBIT A  
LAND  
(see attached)

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**Commonwealth****10-898-426**Meadows Marketplace  
Hershey, PA

## LEGAL DESCRIPTION FOR LOT 82B; CEDAR SHOPPING CENTERS INC.

All that certain tract of land situate in South Hanover Township, Dauphin County, Pennsylvania, located on the west side of Hershey Road (S.R. 0039) approximately 1,000 feet south of the centerline intersection. Shetland Drive (T-453) and Hershey Road (S.R. 0039), said tract being Lot 82B as shown on the "Final Subdivision Plan for Meadows of Hanover Lot 82" prepared by Herbert, Rowland and Grubie, Inc. dated. June 30, 2004 last revised 8-24-04, more fully bounded and described as follows;

Beginning at the intersection of the dividing line of lands N/F of Akbar & Kathleen Bardlkalale and lot 82B as shown on the aforementioned plan with the western Legal Right-of-Way Line for Hershey Road (S.R. 0039); thence along lands of Bardlkalale the following four (4) courses; (1) South 67 degrees 39 minutes 45 seconds West 28.58 feet to a concrete monument (found); (2) South 84 degrees 02 minutes 33 seconds West 252.36 feet to a concrete monument (found); (3) South 02 degrees 25 minutes 37 seconds East 249.96 feet to a concrete monument (found); (4) North 82 degrees 49 minutes 03 seconds East 292.12 feet to the western Legal Right-of-Way Line of Hershey Road (S.R. 0039); thence along said western Legal Right-of-Way Line South 02 degrees 14 minutes 45 seconds East 501.14 feet; thence continuing along the same by a curve to the left said curve having a radius of 1185.92 feet an arc length of 213.95 feet and a chord of South 07 degrees 24 minutes 51 seconds East 213.66 feet to the northern Dedicated Right-of-Way Line of Hayshed Road; thence along said northern Dedicated Right-of-Way the following six (6) courses; (1) South 77 degrees 25 minutes 03 seconds West 10.00 feet; (2) by a curve to the right said curve having a radius of 1195.92 feet an arc length of 1.68 feet and a chord of South 12 degrees 37 minutes 23 seconds East 1.68 feet; (3) by a curve to the right said curve having a radius of 40.00 feet an arc length of 57.35 feet and a chord of South 28 degrees 24 minutes 44 seconds West 52.56 feet; (4) South 69 degrees 29 minutes 15 seconds West 50.63 feet; (5) South 20 degrees 30 minutes 45 seconds East 10.00 feet; (6) South 69 degrees 29 minutes 15 seconds West

PRO FORMA

Owner's Policy

Page 2 of 5



391.11 feet; thence leaving said Dedicated Right-of-Way and along lands now or formerly of Meadows of Hanover Inc. and a 32 foot private easement for future roadway and utilities by the following eight (8) courses; (1) by a curve to the right said curve having a radius of 25.00 feet an arc length of 38.22 feet and a chord of North 66 degrees 42 minutes 48 seconds West 34.61 feet (2) by a curve to the left said curve having a radius of 566.00 feet an arc length of 289.00 feet and a chord of North 37 degrees 32 minutes 31 seconds West 285.87 feet; (3) by a curve to the right said curve having a radius of 489.00 feet an arc length of 616.58 feet and a chord of North 16 degrees 02 minutes 52 seconds West 576.54 feet; (4) by a curve to the right said curve having a radius of 569.00 feet an arc length of 343.05 feet and a chord of North 37 degrees 20 minutes 47 seconds East (5) by a curve to the right said curve having a radius of 899.00 feet an arc length of 417.96 feet and a chord of North 67 degrees 56 minutes 14 seconds East 414.21 feet; (6) North 81 degrees 15 minutes 22 seconds East 17.56 feet; (7) North 82 degrees 58 minutes 28 seconds East 102.53 feet (8) by a curve to the right said curve having a radius of 25.00 feet an arc length of 39.23 feet and a chord of South 52 degrees 04 minutes 35 seconds East 35.32 feet to the western Legal Right-of-Way Line of

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Exhibit A continued

10-898-426

7 r- c

Hershey Road (S.R. 0039); thence along said Right-of-Way b. curve to the right said curve having a radius of 1587.02 feet an arc length of 35.49 feet and a chord of feet to lands N/F of Akbar & Kathleen Bardlkalale, the place of BEGINNING.

Containing approximately 15.8730 acres.

BEING THE SAME PREMISES which Meadows of Hanover Development, Inc., a Pennsylvania corporation, by Deed dated September 30, 2004, and recorded October 29, 2004, in the Recorder of Deeds Office in and for Dauphin County, PA, in Book 5739, Page 590, granted and conveyed unto Cedar Hershey, LLC, a Delaware limited liability company.

TOGETHER WITH AND UNDER AND SUBJECT to those certain conditions, covenants and easement rights contained In the Master Declaration of Covenants, Easements and Restrictions dated October 2, 2003, recorded in Record Book 5202, Page 425, as amended by Amendment dated October 13, 2004 recorded in Record Book 5739, Page 580.

TOGETHER WITH AND UNDER AND SUBJECT to Easement Agreement dated October 13, 2004 recorded in Record Book 5739, Page 596.

Owner's Policy  
Page 3 of 5

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**PRO FORMA**

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A-2.

Fieldstone Marketplace  
New Bedford, MA

A certain parcel of land situated on the southeasterly side of Kings Highway In the City of New Bedford, the County of Bristol and the Commonwealth of Massachusetts, being more particularly bounded and described as follows;

Beginning at a point, said point being a Massachusetts Highway bound at the intersection of the easterly sideline of the State Highway Layout Route 140 with the southeasterly sideline of said Kings Highway;

Thence N 32°-07'-55" E, 583.11 feet along the southeasterly sideline of said Kings Highway to a point;

Thence S 57°- 56'-23" E, 276.00 feet to a point;

Thence S 10°- 08'.29" E, 360.00 feet to a point;

Thence S 58°-32'-07" E. 37.59 feet to a point;

Thence S 08°- 00'-10" E, 411.29 feet to a point;

Thence N 81°-59'-50" E, 412.48 feet to a point on the westerly sideline of a Penn Central Co. Consolidated Rail Corp. Right of Way;

The last five courses being by land now or formerly of Kings Plaza Assoc. Ltd. of PA;

Thence S 08° — 00'-10" E, 720.19 feet by the westerly sideline of said Consolidated Rail Corp. Right of Way to a point;

Thence S 87°-11 ' -31"W, 858.92 feet by land now or formerly of Fieldstone Acres, LLC to a point on the easterly sideline of said State Highway Layout Route 140;

Thence N 17°-33'- 20"W, 5.19 feet by the easterly sideline of said State Highway Layout to a Massachusetts Highway bound;

Thence N 17°-33'-20" W, 672.54 feet by the easterly sideline of said State Highway Layout Route 140 to a Massachusetts Highway bound;

Thence along a curve as it deflects to the right, having a radius of 12,850.00 feet, an arc length of 506.35 feet by the easterly sideline of said State Highway Layout Route 140 to the Massachusetts Highway bound at the point of beginning.

Containing 24.95 acres and being shown as Lot 1 on a plan by Tibbetts Engineering Corp. entitled: 'Plan of land in New Bedford, MA for Fieldstone Realty Trust" Scale 1"-100' and dated November 10, 1997, which plan is recorded with the Bristol County (South District) Registry of Deeds in Plan Book 138, Page 122.

Together with the benefit of an Easement Agreement dated January 27, 1998 by and among Fieldstone Acres LLC, Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company and recorded with said Deeds in Book 4036, Page 26.

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— This Policy is Invalid unless the cover sheet and Schedule A are attached.—

Policy 135 Litho In U. S. A. Form No. 1190-74A

ALTA Owner's Policy (10/17/92)

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Stone Hedge Square  
Carlisle, PA**Policy Number:** 10 E

ALL THOSE CERTAIN tracts or lots of land situate in the Township of South Middleton, County of Cumberland and Commonwealth of Pennsylvania, bounded and described as follows in accordance with a preliminary/final minor subdivision plan of "Stonehedge Squarer as recorded in Plan Book 72, Page 7:

## LOT 1:

BEGINNING at a steel rebar on the southerly right-of-way line of Walnut Bottom Road (60' R/W), said steel rebar being at the northeasterly terminus of a curve-connecting the easterly right-of-way line of Stonehedge Drive West (60' R/W) to the southerly right-of-way line of Walnut Bottom Road; thence along the southerly right-of-way line of Walnut Bottom Road, North 57 degrees, 14 minutes, 10 seconds East, a distance of 370.03 feet to a steel rebar; thence along lands now or formerly of Stonehedge Square Limited Partnership (Lot 2) the following (3) courses: (1) by a curve to the left having a radius of 40.00 feet, an arc distance of 62.83 feet, the chord of which is South 12 degrees, 14 minutes, 10 seconds West, a distance of 56.57 feet to a steel rebar; (2) thence South 32 degrees, 45 minutes, 50 seconds East, a distance of 140.00 feet to a railroad spike; (3) thence North 57 degrees, 14 minutes, 10 seconds East, a distance of 252.00 feet to a concrete monument on the westerly property line now or formerly of Manor Healthcare Corporation; thence along the westerly property line now or formerly of Manor Healthcare Corporation, South 32 degrees, 45 minutes, 50 seconds East, a distance of 289.19 feet to a steel rebar in the northerly right-of-way line of Village Drive (50' R/W); thence along the northerly right-of-way line of Village Drive the following (6) courses: (1) by a curve to the left having a radius of 225.00 feet, an arc distance of 127.88 feet, the chord of which is South 28 degrees, 31 minutes 07 seconds West, a distance of 126.17 feet to a steel rebar; (2) thence South 12 degrees, 14 minutes, 10 seconds East, a distance of 153.25 feet to a steel rebar; (3) by a curve to the right having a radius of 175.00 feet, an arc distance of 137.44 feet, the chord of which is South 34 degrees, 44 minutes, 10 seconds West, a distance of 133.94 feet to a P.K. nail; (4) thence South 57 degrees, 14 minutes, 10 seconds West, a distance of 191.87 feet to a steel rebar; (5) by a curve to the right having a radius of 175.00 feet, an arc distance of 109.67 to the right having a radius of 175.00 feet, an arc distance of 109.67 feet, the chord of which is South 75 degrees, 11 minutes, 20 seconds West, a distance of 107.88 feet to a steel rebar; (6) thence North 86 degrees, 51 minutes, 30 seconds West, a distance of 47.87 feet to a steel rebar, said steel rebar being the easterly terminus of a curve connecting the northerly right-of-way line of Village Drive to the easterly right-of-way line of Stonehedge Drive West; thence by said curve to the right having a radius of 25.00 feet, an arc distance of 39.27 feet, the chord of which is North 41 degrees, 51 minutes, 30 seconds West, a distance of 35.36 feet to a steel rebar in the easterly right-of-way line of Stonehedge Drive West; thence along Stonehedge Drive West the following (3) courses: (1) by a curve to the left having a radius of 330.00 feet, an arc distance of 183.28 feet, the chord of which is North 16 degrees, 51 minutes, 11 seconds West, a distance of 180.93 feet to a P.K. Nail; (2) thence North 32 degrees, 45 minutes, 50 seconds West, a distance of 198.61 feet to a P.K. nail; (3) thence North 31 degrees, 08 minutes, 40 seconds West, a distance of 176.92 feet to a steel rebar; said steel rebar being The southerly terminus of a curve connecting the easterly right-of-way line of Stonehedge Drive West to the southerly

**Owner's Policy**

right-of-way line of Walnut Bottom Road; thence by said curve to the right having a radius of 45.00 feet, an arc distance of 69.41 feet, the chord of which is North 13 degrees, 02 minutes, 45 seconds East, a distance of 62.73 feet to a steel rebar In the southerly right-of-way line of Walnut Bottom Road, said steel rebar the point of BEGINNING.

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**Policy Number:** :-865-493; NYN06-001109-C

CONTAINING 8.237 Acres / 358,818 Square feet

LOT 2:

BEGINNING at a steel rebar on the southerly right-of-way line of Walnut Bottom Road (60'R/W), said steel rebar being located North 57 degrees, 14 minutes, 10 seconds East, a distance of 413.78 feet from the easterly right-of-way line of Stonehedge Drive West; thence along the southerly right-of-way line of Walnut-Bottom Road, North 57 degrees, 14 minutes, 10 seconds East, a distance of 212.00 feet to a concrete monument on the westerly property line of lands now or formerly of Manor Healthcare Corporation, thence along the westerly property line of lands now or formerly of Manor Healthcare Corporation, South 32 degrees, 45 minutes, 50 seconds East, .a distance of 180.00 feet to a concrete monument; thence along lands now or formerly of Stonehedge Square Limited Partnership (Lot 1) the following (3) courses: (1) South 57 degrees, 14 minutes, 10 seconds West, a distance of 252.00 feet to a railroad spike; (2) thence North 32 degrees, 45 minutes, 50 seconds West, a distance of 140.00 feet to a steel rebar; (3) thence by a curve to the right having a radius of 40.00 feet, an arc distance of 62.83 feet, the chord of which is North 12 degrees, 14 minutes, 10 seconds East, a distance of 56.57 feet to a steel rebar on the right-of-way line of Walnut Bottom Road, said steel rebar the point of BEGINNING.

CONTAINING 1.0333 Acres / 45,017 Square Feet.

BEING THE SAME PREMISES which Stonehedge Square Limited Partnership, by Deed dated February 9, 2000, and recorded February 16, 2000, in the Recorder of Deeds Office in and for Cumberland County, PA, In Record Book 216, Page 253, granted and conveyed unto Stonehedge Center, LLC.

The above premises are also described in accordance with a survey by Millman Surveying, Inc. dated May 18, 2006, Site No. 8945, as follows:

Situated in the City of South Middleton, County of Cumberland, and State of Pennsylvania: Known as being all of 2 Lots of land as shown on the minor subdivision plan of "Stonehedge Square" as recorded in Plan Book 72, Page 7 and is more particularly described as follows:

BEGINNING at a concrete monument found at the Northerly most corner of the subject property, said point also being locate in the Southeasterly Right-of-Way line of Walnut Bottom Road;

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**Policy Number:** :-865-493; NYN06-001109-C

Thence, South 32°45'50" East, a distance of 469.19 feet to steel rebar found;

Thence, along a curve to the left, having a radius of 225.00 feet, an interior angle of 32°33'52", a tangent of 65.72 feet, a chord bearing South 28°31'07" West at a distance of 126.17 feet, and having an overall arc length of 127.88 feet to a Steel rebar found;

Thence, South 12°14'10" West, a distance of 153.25 feet to steel rebar found;

Thence, along a curve to the right, having a radius of 175.00 feet, an interior angle of 44°59'54", a tangent of 72.48 feet, a chord bearing South 34°44'10" East at a distance of 133.94 feet and having an overall arc length of 137.44 feet to an iron nail found;

Owner's Policy

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**Policy Number:** :-865-493; NYN06-001109-C

Thence, South 57°14'10" West, a distance of 191.87 feet to steel rebar found;

Thence, along a curve to the right, having a radius of 175.00 feet, an interior angle of 35°54'23", atangent of 56.70 feet, a chord bearing South 75°11'20" West at a distance of 107.88 feet, and having an overall arc length of 109.67 feet to a steel rebar found;

Thence, North B6°51'30" West, at a distance of 47.87 feet to a steel rebar found;

Thence, along a curve to the right, having a radius of 25.00 feet, an interior angle of 90°00'01", a tangent of 25.00 feet, a chord bearing North 41°51'30" West at a distance of 35.36 feet, and having an overall arc length of 39.27 feet to a steel rebar found;

Thence, along a curve to the left, having a radius of 330.00 feet, an interior angle of 31°49'18", a tangent of 94.07 feet, a chord bearing North 16°51'11" West at a distance of 180.93 feet, and having an overall arc length of 182.28 feet to an Iron nail found',

Thence, North 32°45'50" West, a distance of 198.61 feet to a steel rebar found;

Thence, North 31°08'40" West, a distance of 176.92 feet to a steel rebar found;

Thence, along a curve to the right, having a radius of 45.00 feet, an interior angle of 88°22'32", a tangent of 43.74 feet, a chord bearing North 13°02'45" East at a distance of 62.73 feet, and having an overall arc length of 69,41 feet to a steel rebar found;

Thence, North 57°14'10" East, a distance of 582.03 feet to the point of beginning and containing 9.2707 acres (403,831 square feet) of land, more or less, and being subject to all legal highways and easements of record.

The meridian for all bearings shown hereon is the Southeasterly Right-of-Way line of Walnut Bottom Road known as being North 57°14'10" East.

Tax ID / Parcel No. 29-017-003

Owner's Policy

**TRACT 1:**

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania, being more fully bound and described as follows, to wit:

BEGINNING at a point on the northern right-of-way line of Wertzville Road at lands now or formerly PA State Bank; thence by said lands the following two courses and distances: (1) North 17 degrees 32 minutes 33 seconds West a distance of 180.56 feet to a point; (2) South 72 degrees 27 minutes 27 seconds West a distance of 241.55 feet to a point on the eastern right-of-way line of East Penn Drive; thence by said right-of-way line the following two courses and distances: (1) North 27 degrees 20 minutes 00 seconds West a distance of 138.95 feet to a point; (2) North 17 degrees 15 minutes 30 seconds West a distance of 263.28 feet to a point at Tract 3; thence by said Tract 3 North 04 degrees 10 minutes 00 seconds East a distance of 130.24 feet to a point at lands now or formerly 1550 Associates, Inc. LLC; thence by said lands north 04 degrees 20 minutes 30 seconds East a distance of 123.12 feet to a point; thence by same and beyond by lands now or formerly Members First Federal Credit Union North 13 degrees 30 minutes 00 seconds West a distance of 259.57 feet to a point; thence by same and beyond by lands now or formerly 1550 Associates Inc. LLC North 00 degrees 51 minutes 00 seconds East a distance of 348.14 feet to a point at lands now or formerly Donald D. & Janice L. Woods; thence by said lands North 80 degrees 59 minutes 42 seconds East a distance of 102.70 feet to a point at lands now or formerly Michael R. Stambaugh; thence by said lands and beyond by lands now or formerly Charles E. Baker South 22 degrees 24 minutes 47 seconds East a distance of 200.31 feet to a point at Tract 2; thence by said Tract 2 the following two courses and distances: (1) South 22 degrees 31 minutes 32 seconds East a distance of 165.19 feet to a point; (2) North 81 degrees 05 minutes 07 seconds East a distance of 299.90 feet to a point on the northern right of way line of Areba Street; thence crossing said street South 22 degrees 51 minutes 00 seconds East a distance of 51.63 feet to a point at lands now or formerly Conservative Baptist Association; thence by said lands the following three courses and distances: (1) South 81 degrees 24 minutes 00 seconds West a distance of 125.44 feet to a point; (2) South 22 degrees 51 minutes 08 seconds East a distance of 349.95 feet to a point; (3) North 81 degrees 24 minutes 00 seconds East a distance of 125.44 feet to a point on the northern right of wayline of Linden Street; thence crossing said street South 16 degrees 15 minutes 43 seconds East a distance of 48.34 feet to a point at lands now or formerly Chad E. Runkle; thence by said lands South 22 degrees 53 minutes 35 seconds East a distance of 152.38 feet to a point at lands now or formerly Russel J. & Lisa Kay Shutt; thence by said lands and beyond by lands now or formerly Michael B. Mann South 73 degrees 44 minutes 35 seconds West a distance of 179.42 feet to a point; thence by said lands of Mann South 17 degrees 35 minutes 35 seconds East a distance of 182.03 feet to a point at lands now or formerly Uni-Marts Inc.; thence by said lands the following two courses and distances: (1) South 72 degrees 27 minutes 27 seconds West a distance of 199.80 feet to a point; (2) South 17 degrees 32 minutes 33 seconds East a distance of 203.00 feet to a point on the northern right of way line of Wertzville Road; thence by said right-of-way line South 72 degrees 27 minutes 27 seconds West a distance of 59.04 feet to a point, the POINT OF BEGINNING.

CONTAINING 12.1852 Acres.

BEING A PART OF THE SAME PREMISES which Theodore E. Sgrignoli and Winifred E. Sgrignoli, his wife, by Deed dated May 1, 1987 and recorded May 7, 1987 in Cumberland County in Deed Book Q, Volume 32, Page 522, conveyed unto William F. Rothman, Charles F. Schubert & Samuel L. Reed, co-partners, tld/b/a Rothman, Schubert & Reed, a partnership, in fee.

**TRACT 2:**

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania, being more fully bound and described as follows, to wit:

BEGINNING at a point at Tract 1; thence by said Tract 1 North 81 degrees 05 minutes 07 seconds East a distance of 299.90 feet to a point at lands now or formerly Lee F. & Anna M. Comfort; thence by said lands and beyond by lands now or formerly Edward J. & Kathleen McCormick North 22 degrees 51 minutes 00 seconds West a distance of 165.42 feet to a point at lands now or formerly Charles E. Baker; thence by said lands South 81 degrees 05 minutes 07 seconds West a distance of 298.94 feet to a point at Tract 1; thence by said Tract 1 South 22 degrees 31 minutes 32 seconds East a distance of 165.19 feet to a point, the POINT OF BEGINNING.

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CONTAINING 1.1036 Acres.

BEING THE SAME PREMISES which Theodore E. Sgrignoli and Winifred E. Sgrignoli, his wife, by Deed dated May 1, 1987 and recorded May 7, 1987 in Cumberland County in Deed Book Q, Volume 32, Page 525, conveyed unto William F. Rothman, Charles F. Schubert and Samuel L. Reed, co-partners, t/d/b/a Rothman, Schubert & Reed, a partnership, in fee.

TRACT 3:

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania being more fully bound and described as follows, to wit:

BEGINNING at a point at Tract 1; thence by said Tract 1 North 04 degrees 10 minutes 00 seconds East a distance of 130.24 feet to a point at lands now or formerly 1550 Associates Inc. LLC; thence by said lands South 67 degrees 54 minutes 41 seconds West a distance of 116.45 feet to a point on the eastern right-of-way line of East Penn Drive; thence by said right-of-way line the following four courses and distances: (1) South 22 degrees 05 minutes 19 seconds East a distance of 73.06 feet to a point; (2) North 67 degrees 54 minutes 41 seconds East a distance of 5.00 feet to a point; (3) South 22-degrees 05 minutes 19 seconds East a distance of 113.65 feet to a point; (4) North 67 degrees 54 minutes 44 seconds East a distance of 47.86 feet to a point at Tract 1; thence by said Tract 1 North 17 degrees 15 minutes 30 seconds West a distance of 70.96 feet to a point, the POINT OF BEGINNING.

CONTAINING 13,618 Square Feet (0.3126 Acres).

BEING THE SAME PREMISES which William F. Rothman, Charles F. Schubert & Samuel L. Reed, co-partners, t/d/b/a Rothman, Schubert & Reed, a partnership, by Deed dated October 26, 2005, and recorded October 27, 2005, in the Recorder of Deeds Office In and for Cumberland County, PA, In Record Book 271, page 3144, granted and conveyed unto Cedar-Pennsboro, LLC, a Delaware limited liability company.

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ALL THAT CERTAIN lot or parcel of land with the buildings and improvements erected thereon, SITUATE in the Township of Aston, County of Delaware and State of Pennsylvania, bounded and described according to a Preliminary/Final Subdivision Plan made by J. Michael Brill Associates, Inc., Consulting Engineers, Mechanicsburg, Pennsylvania, dated 2/5/2004, last revised 5/7/2004 and recorded in Plan Volume 26•page 145 and as shown on that certain ALTA/ACSM Survey made by Vollmer Associates LLP dated 10/27/2005 and revised 11/2/2005, as follows to wit:

BEGINNING AT A POINT located on the Eastern property line of land now or formerly owned by Village Green Realty in Deed Book 2446, Page 2150, said point also being located on the Northern right-of-way line of Concord Road (S.R. 3007); thence from said point, along the property line of land now or formerly owned by Village Green Realty the following courses and distances: (1) North 32 degrees 36 minutes 00 seconds East a distance of 331.30 feet to a point; (2) South 80 degree 41 minutes 00 seconds West a distance of 119.43 feet to a point; (3) North 72 degrees 03 minutes 00 seconds West a distance of 112.44 feet to a point; (4) North 19 degrees 21 minutes 12 seconds East a distance of 115.73 feet to a point; thence along the Southern right-of-way line of Robin Hood Lane along a curve to the left having a radius of 175.00 feet and an arc length of 48.09 feet, said arc having chord bearing of South 78 degrees 06 minutes 51 seconds East and a chord length of 47.94 feet, to a point; thence along the boundary line of Proposed Lot B the following courses and distances: (1) South 04 degrees 00 minutes 47 seconds West a distance of 46.70 feet to a point; (2) South 74 degrees 46 minutes 00 seconds East a distance of 29.01 feet to a point; (3) South 82 degrees 34 minutes 49 seconds East a distance of 67.34 feet to a point; (4) South 74 degrees 46 minutes 00 seconds East a distance of 94.76 feet to a point; thence along the property line of lands now or formerly owned by August C. & Johanne L. Peters South 11 degrees 20 minutes 00 seconds East a distance of 19.47 feet to a point; thence along the property line of lands now or formerly owned by August C. & Johanne L. Peters, lands now or formerly owned by Josephine Theresa & Robert Paul Gronski, lands now or formerly owned by Norman J. Erickson & Catherine C. Hall and lands now or formerly owned by Gordon, Jr. & Lynne B. Lock North 80 degrees 41 minutes 00 seconds East a distance of 266.07 feet to a point; thence along the property line of lands now of formerly owned by Scott G. & Christine Rickards and lands now of formerly owned by Bryan G. & Kimberly I. Winters South 35 degrees 22 minutes 23 seconds East a distance of 122.71 feet to a point; thence along the property line of lands now of formerly owned by William F. Hallman South 03 degrees 00 minutes 39 seconds West a distance of 390.84 feet to a point; thence along the Northern right-of-way line of Concord Road (S.R.3007) the following courses and distances: (1) North 85 degrees 07 minutes 37 seconds West a distance of 129.74 feet to a point; (2) along a curve to right having a radius of 825.00 feet and an arc length of 398.87 feet, said arc having chord bearing of North 71 degrees 16 minutes 34 seconds. West and a chord length of 395.00 feet to a point; (3) North 57 degrees 25 minutes 32 seconds West a distance of 42.00 feet to a point, said point being the POINT OF BEGINNING.

EXCEPTING THEREFROM AND THEREOUT the following parcel of land as conveyed to Penn Dot in Volume 3591 page 718.

BEGINNING AT A POINT, located on the Northern right- of -way line of Concord Road (S.R. 3007) a 50 foot right-of -way, said point being referenced from the Northwestern corner of Shubrook Lane right-of -way (an Unimproved right-of-way) South 57 degrees 25 minutes 32 seconds East a distance of 6.10 feet to a point, thence across Concord Road right-of-way

**Policy Number:** 10-i

North 32 degrees 34 minutes 28 seconds East a distance of 50.00 feet to a point on the Northern right-of-way line of Concord Road, said point being POINT OF BEGINNING.

From the POINT OF BEGINNING along the Eastern property line of lands now or formerly of Village Green Realty North 32 degrees 36 minutes 00 seconds East a distance of 13.00 feet to a point; thence through lands now or formerly of Aston Center , LLC South 57 degrees 25 minutes 32 seconds East a distance of 41.99 feet to a point; thence through the same along a curve to the left having a radius of 812.00 feet and an arc length 359.76 feet, said arc having a chord bearing of South 70 degrees 07 minutes 05 seconds East and a chord 356.83 feet to a point; thence through the same South 07 degrees 11 minutes 22 seconds West a distance of 13.00 feet to a point on the Northern right-of -way line of Concord Road thence along the Northern right-of-way line of Concord Road along a curve to the right having a radius of 825.00 feet and an arc length of 355.52 feet , said arc having a chord bearing of North 70 degrees 07 minutes 05 seconds West and a cord length of 362,54 feet to a point, thence along the same North 57 degrees 25 minutes 32 seconds West a distance of 42.00 feet to a point, said point being the POINT OF BEGINNING.

TOGETHER with and SUBJECT to a Deed of Easement between Village Green Realty, L.P., Aston Center, LLC and Giant Food Stores, LLC, dated 7/14/2004 and recorded in Volume 3237 page 142, more particularly bounded and described as follows:

ALL THAT CERTAIN lot or parcel of land with the buildings and improvements erected thereon, SITUATE in the Township of Aston, County of Delaware and State of Pennsylvania, bounded and described according to a Preliminary/Final Subdivision Plan made by J. Michael Brill Associates, Inc., Consulting Engineers, Mechanicsburg, Pennsylvania, dated 2/5/2004, last revised 5/7/2004 and recorded in Plan Volume 26 page 145, as follows to wit:

BEGINNING AT A POINT located on the Southeast corner of land now or formerly owned by Village Green Realty in Deed Book 2446, Page 2150; thence from said point along the Northern right-of-way line of Concord Road (S.R. 3007), North 57 degrees 25 minutes 32 seconds West a distance of 242.43 feet to a point; thence through lands now or formerly of Village Green Realty the following courses and distances: (1) along a curve to the left having a radius of 65.00 feet and an arc length of 80.56 feet, said arc having chord bearing of North 68 degrees 06 minutes 20 seconds East and a chord length of 75.50 feet to a point; (2) North 32 degrees 36 minutes 00 seconds East a distance of 165.28 feet to a point; thence along the property line of lands now or formerly of Village Green Realty the following courses and distances: (1) South 19 degrees 21 minutes 11 seconds West a distances of 3.66 feet to a point; (2) South 72 degrees 03 minutes 00 seconds East a distance of 112.44 feet to a point; (3) North 80 degrees 41 minutes 00 seconds East a distance of 119.43 feet to a point; (4) South 32 degrees 36 minutes 00 seconds West a distance of 331.30 feet to a point, said point being the POINT OF BEGINNING.

ALSO TOGETHER WITH AND SUBJECT TO that certain Access Covenant as in Volume 275 page 1536.

Tax ID / Parcel No, 02-00-00466-00

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Scott Town Center  
Bloomsburg, PA

**Policy Number:** 10-9

PARCEL NO. 1:

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Township of Scott, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a reference point, said point being a rebar located on the southern right-of-way of Fifth Street Hollow Road (T-488) and being the northeastern property corner of lands now or formerly of Dillon Floral Corporation; thence along said right-of-way North 69 degrees 59 minutes 19 seconds East a distance of 131.52 feet to a proposed iron pin, said iron pin being the point of beginning; thence continuing along said right-of-way North 69 degrees 59 minutes 19 seconds East a distance of 602.55 feet to an iron pipe, said iron pipe being the northwestern property corner of lands now or formerly of Donald A. Campiese; thence along the western property line of said lands South 19 degrees 52 minutes 46 seconds East a distance of 715.24 feet to a rebar, said rebar being located on the northern property line of said lands now or formerly of Craig L. & Linda K. Baker; thence along the northern property line of said lands, now or formerly of Long John Silvers, Inc., lands now or formerly of Select Properties and lands now or formerly of First National Bank of Eastern Pennsylvania South 74 degrees 38 minutes 25 seconds West a distance of 512.03 feet to an iron pipe, said iron pipe being the northwestern property corner of lands now or formerly of First National Bank of Eastern Pennsylvania; thence along the western property line of said lands South 29 degrees 15 minutes 51 seconds East a distance of 5.80 feet to a rebar, said rebar being the northeastern property corner of other lands now or formerly of First National Bank of Eastern Pennsylvania; thence along the northern property line of said lands South 74 degrees 38 minutes 09 seconds West a distance of 199.40 feet to a rebar with cap, said rebar being the northeastern property corner of lands now or formerly of Doris C. Dillon and the southeastern property corner of lands now or formerly of Dillon Floral Corporation; thence along the eastern property line of lands now or formerly of Dillon Floral Corporation North 22 degrees 06 minutes 25 seconds West a distance of 473.26 feet to a proposed iron pin, said iron pin being the southwestern property corner of Proposed Lot No. 2; thence along the southern property line of said lot North 74 degrees 38 minutes 51 seconds East a distance of 108.68 feet to a proposed iron pin, said iron pin being the southeastern property corner of Lot No. 2; thence along the eastern property line of said lot North 15 degrees 21 minutes 09 seconds West a distance of 199.83 feet to a proposed iron pin, said iron pin being the POINT OF BEGINNING.

CONTAINING 472,481.55 square feet (10.8467 acres), being more particularly shown on a subdivision plan for the Shopping Center at Scott Township prepared by J. Michael Brill & Associates, Inc. last revised September 28, 2001, and designated as Lot No. 1, and filed in Columbia County Map Book 8, Page 205 (A-E).

PARCEL NO. 2: PRO FORMA

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the Township of Scott, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

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BEGINNING at a point, said point being a rebar located along the southern right-of-way line of Fifth Street Hollow Road (T-488) and being the northeastern property corner of lands now or formerly of Dillon Floral Corporation; thence along said right-of-way North 69 degrees 59 minutes 19 seconds East a distance of 131.52 feet to a proposed iron pin, said iron pin being the northwestern property corner of proposed Lot No. 1; thence along the western property line of said lot South 15 degrees 21 minutes 09 seconds East a distance of 199.83 feet to a proposed iron pin; thence South 74 degrees 38 minutes 51 seconds West a distance of 108.68 feet to a proposed iron pin, said iron pin being located on the eastern property line of lands now or formerly of Dillon Floral Corporation; thence along the eastern property line of said lands North 22 degrees 06 minutes 25 seconds West a distance of 190.47 feet to a rebar, being the POINT OF BEGINNING.

CONTAINING 23,376.36 square feet (0.5366 acre), being more particularly shown on a subdivision plan for the Shopping Center of Scott Township prepared by J. Michael Brill & Associates, Inc. last revised September 28, 2000, and designated as Lot No. 2, and filed in Columbia County Map Book 8, Page 205 (A-E).

PARCEL NO. 3:

ALL THAT CERTAIN lot of ground situate in the Township of Scott, Columbia County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a reference point, said point being an iron pipe located on the northern right-of-way line of U.S. Route No. 1.1 (Columbia Boulevard) and being the southeastern property corner of lands now or formerly of Doris C. Dillon and also being the southwestern property corner of lands now or formerly of PNC Bank, N.A.; thence along said lands North 29 degrees 06 minutes 32 seconds West a distance of 184.48 feet to a point, said point being the northwest property corner of lands now or formerly of PNC Bank, N.A. and being the POINT OF BEGINNING.; thence from said POINT OF BEGINNING along the eastern property line of said lands of Doris C. Dillon North 29 degrees 06 minutes 32 seconds West a distance of 15.44 feet to a point; said point being the southwest property corner of lands now or formerly of Dillon Floral Corporation and being the southeast property corner of lands now or formerly of Caldwell Development, Inc. Proposed Lot #1; thence along the southern property line of said lands of Proposed Lot #1 North 74 degrees 38 minutes 09 seconds East a distance of 199.40 feet to a point; thence North 29 degrees 15 minutes 51 seconds West a distance of 5.80 feet to a point; thence North 74 degrees 38 minutes 25 seconds East a distance of 111.97 feet to a point; said point being the northwest property corner of lands now or formerly of Select Properties; thence along the western property line of said lands South 15 degrees 21 minutes 32 seconds East a distance of 63.37 feet to a point, said point being the northeast property corner of lands now or formerly of PNC Bank, N.A.; thence along the northern property line of said lands and other lands of PNC Bank, N.A. South 74 degrees 38 minutes 25 seconds West a distance of 102.26 feet to a point; thence along a curve to the right having a radius of 35.00 feet and an arc length of 32.00 feet, the chord bearing of said arc being North 79 degrees 10 minutes 11 seconds West a distance of 30.89 feet to a point; thence North 52 degrees 58 minutes 47 seconds West a distance of 53.15 (erroneously previously recited as 59.15 feet) feet to a point; thence South 74 degrees 38 minutes 09 seconds West a distance of 6.13 feet to a point; thence along a curve to the right having a radius of 37.00 feet and an arc length of 27.55 feet, the chord bearing of said arc being South 12 degrees 26 minutes 50 seconds West a distance of 26.92 feet to a point;

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**Policy Number:** 10•06-001255; NYN06-002989-C

thence along a curve to the right having a radius of 30.00 feet and an arc length of 33.84 feet; the chord bearing of said arc being South 66 degrees 05 minutes 37 seconds West a distance of 32.07 feet to a point; thence North 81 degrees 35 minutes 41 seconds West a distance of 16.40 feet to a point; thence along a curve to the left having a radius of 105.67 feet and an arc length of 43.84 feet, the chord bearing of said arc being South 86 degrees 31 minutes 14 seconds West a distance of 43.52 feet to a point; thence South 74 degrees 38 minutes 09 seconds West a distance of 35.87 feet to a point; the point being the POINT OF BEGINNING.

Said lands being conveyed contain 11, 731.38 square feet (0.269 acres) as depicted on the Lands Formerly of PNC Bank, N.A. to be conveyed to Proposed Lot #1 of the Shopping Center at Scott Township Exhibit prepared by J. Michael Brill & Associates, Inc., dated April 23, 2002. -

The above described property is shown on the Amendment to the Approved Subdivision Plan dated April 8, 2002, revised April 12, 2002, prepared by J. Michael Brill & Associates, entitled "Shopping Center at Scott Township" and recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania on June 17, 2002 in Map Book 8, Page 204 (A-B).

BEING THE SAME PREMISES which Bloomsburg Center, LLC, a Pennsylvania corporation, by Deed dated November 7, 2006, and recorded November 15, 2006, in the Recorder of Deeds Office in and for Columbia County, PA, in Instrument #200612063, granted and conveyed unto Bloomsburg Center, LLC, a Pennsylvania corporation.

TOGETHER with those certain rights for access and installation of utilities under the terms contained therein, in the Access Easement Agreement dated August 2, 2002 between Dillon Floral Corporation, Bloomsburg Center, LLC and Giant Food Stores, LLC recorded to Instrument #200209291.

ALSO TOGETHER with that certain right of access, under the terms contained therein, in the Deed of Easement dated July 30, 2002 between Doris C. Dillon and Douglas K. Dillon, her husband; PNC Bank, National Association and Bloomsburg Center, LLC recorded to Instrument #200209294.

Tax ID / Parcel No. 31-03-046; 31-03-018.01

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Owner's Policy

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Spring Meadow  
Wyomissing, PA

**Policy Number: 10-9**

ALL THAT CERTAIN lot, tract or parcel of land together with the buildings and improvements thereon erected, and the privileges and appurtenances thereto appertaining, SITUATE in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, being shown on a plan entitled "Plan of Subdivision" of Spring Meadow prepared by Langan Engineering and Environmental Services, Inc., dated December 5, 1999, and last revised 2-10-00, recorded in the Office of the Recorder of Deeds in and for Berks County in Plan Book 245, pages 52A and 52B, and more particularly described as follows:

BEGINNING at a point on the northwesterly ultimate right-of-way line of Pennsylvania State Route 3055 (a.k.a Van Reed Road) (variable width), said point being found on the line dividing the proposed "Spring Meadow" from lands now or formerly of Atlantic Refining & Marketing Corporation, thence from said point of BEGINNING the following courses and distances:

1. Along said northwesterly ultimate right-of-way line of State Route 3055, South 39 degrees 04' 02" West, a distance of 171.04 feet to a point, thence;
2. still along the same South 50 degrees 52' 40" East, a distance of 1.00 feet to a point, thence;
- 3, still along the northwesterly side of State Route 3055, South 39 degrees 04' 02" West, a distance of 325.29 feet to a point, thence;
4. leaving said State Route 3055 and extending along the northwesterly line dividing the proposed "Spring Meadow" from lands now or formerly of V. F. Associates and lands now or formerly of E. J. Breneman, Inc. and crossing a 50 foot wide storm sewer right-of-way, North 52 degrees 03' 50" West, a distance of 983.46 feet to an iron pin found on the zoning boundary line dividing Zone NC from Zone EL, thence;
5. extending along said zoning division line and along the northwesterly line dividing the proposed "Spring Meadow" from lands now or formerly of E. J. Breneman, Inc. and recrossing said 50 foot wide storm sewer right-of-way, North 41 degrees 57' 30" East, a distance of 639.25 feet to a point on the southwesterly ultimate right-of-way of State Route 3023 (a.k.a State Hill Road) (variable width), thence;
6. along said southwesterly ultimate right-of-way line of State Route 3023, South 48 degrees 03' 04" East, a distance of 67.51 feet to a point of curvature, thence;
7. still along the same in a southeasterly direction on the arc of a circle curving to the left having a radius of 2333.83 feet and a central angle of 07 degrees 42' 24", an arc distance of 313.91 feet to a point, thence;
8. still along the same South 34 degrees 14' 32" West, a distance of 6.00 feet to a point on the legal right-of-way line of State Route 3023; thence;
9. still along said legal right-of-way line South 56 degrees 04' 59" East, a distance of 398.22 feet to a point on the right-of-way line of State Route 3023, thence;

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**Policy Number: 10-**

10. leaving said right-of-way line of State Route 3023 and extending along the line dividing the proposed “Spring Meadow” from lands now or formerly of Atlantic Refining & Marketing Corporation South 39 degrees 07' 20" West, a distance of 170.11 feet to a point, thence;

11. still along the line dividing the proposed “Spring Meadow” from lands now or formerly of Atlantic Refining & Marketing Corporation, South 56 degrees 09' 30" East, a distance of 172.74 to a point on the aforementioned northwesterly ultimate right-of-way of State Route 3055, being the first mentioned point and place of BEGINNING.

The above described parcel containing 13.52 acres of land, more or less.

BEING THE SAME PREMISE which ARP Berk Acquisitions LLC, a Delaware limited liability company, by Deed dated November 6, 2003, and recorded November 17, 2003, in the Recorder of Deeds Office in and for Berks County, PA, in Volume 3928, Page 2113, granted and conveyed unto Wyomissing Center, LLC, a Pennsylvania limited liability company.

Tax ID / Parcel No. 4387-15-73-3013

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Owner's Policy

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Parkway Plaza  
Mechanicsburg, PA

**Policy Number**

All that certain piece or parcel of land situate in Upper Allen Township, Cumberland County, Pennsylvania, being Lot No. 4 of a Plan of Cumberland Business Park recorded in the office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Plan Book 63, Page 51, more particularly described as follows:

Beginning at a point, said point being a rebar located on the northern right of way line of the Cumberland Parkway and said rebar also being the southeast property corner of lands now or formerly of System Realty Three/ Inc.; thence along the eastern property line of said lands North 16 degrees 36 minutes 29 seconds West a distance of 827.31 feet to a rebar, said rebar being located on the southern right of way line of the Pennsylvania Turnpike; thence along said right of way line the five (5) following courses and distances:

1. South 83 degrees 24 minutes 30 seconds East a distance of 317.92 feet to a point;
2. South 74 degrees 07 minutes 55 seconds East a distance of 303.98 feet to a point;
3. South 38 degrees 24 minutes 30 seconds East a distance of 390.32 feet to a point;
4. South 83 degrees 24 minutes 30 seconds East a distance of 281.00 feet to a point;
5. North 18 degrees 54 minutes 54 seconds East a distance of 41.37 feet to a point; said point being located on the western property line of lands now or formerly of Michael A. Serlucco;

Thence along said property line South 19 degrees 25 minutes 10 seconds East a distance of 430.36 feet to a point, said point being the north property corner of Lot No. 7 of the Cumberland Business Park; thence along the western property line of said Lot No. 7 South 01 degree 06 minutes 44 seconds East a distance of 145.50 feet to a point; thence along the same South 17 degrees 01 minute 32 seconds East a distance of 57.42 feet to a point located on the northern right of way line of an unnamed Township road; thence along said right of way the following four courses and distances;

1. North 73 degrees 33 minutes 57 seconds West a distance of 490.90 feet to a rod and cap;
2. North 55 degrees 07 minutes 15 seconds West a distance of 158.10 feet to a point;
3. North 73 degrees 31 minutes 03 seconds West a distance of 149.77 feet to a rod and cap;
4. South 16 degrees 30 minutes 35 seconds West a distance of 130.09 feet to a rod and cap located on the northern right of way line of the aforementioned Cumberland Parkway;

Thence along said right of way line North 73 degrees 33 minutes 57 seconds West a

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distance of 300.70 feet to the point of BEGINNING.

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**Policy Number: 10-!**

Said Tract contains 16.136 acres pursuant to the survey and final land development/subdivision plan of J. Michael Brill & Associates, Inc., dated June 2, 1997, which is thus made a part hereof by reference thereto.

BEING THE SAME PREMISES which Homestead Trust #5, Michael Cherewka, Trustee; and Mid Penn Bank, by Corrective.Special Warranty Deed dated December 14, 2000, and recorded January 4, 2001, in the Recorder of Deeds Office in and for Cumberland County, PA, in Book 237, Page 292, granted and conveyed unto Caldwell Development, Inc., a Pennsylvania Corporation.

TOGETHER with all right, title and interest in and to the bed of an unnamed service road vacated by Upper Allen Township, filed to Proceedings No. 32 Misc. 1999 in the Court of Common Pleas of Cumberland County.

EXCEPTING AND RESERVING THEREFROM, a tract of land containing 0.47 acres, conveyed to Michael A. Serluco, by Deed from Caldwell Development, Inc., dated April 14, 1998, and recorded June 18, 1998, in Book 179, Page 564.

ALSO EXCEPTING AND RESERVING THEREFROM a tract of land containing 1.23 acres, conveyed to Upper Allen Township, by Deed of Dedication from Caldwell Development, Inc., dated March 9, 1999, and recorded August 4, 1999, in Book 205, Page 234.

Tax ID / Parcel No. 42-26-0243-027

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Owner's Policy

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Ayr Town Center  
McConnellsburg, PA

**Policy Number:**

ALL those three certain tracts or parcels of land situate in Ayr Township, Fulton County, Pennsylvania, bounded and described as follows:

(Fee Parcel):

BEGINNING at a point, said point being on the eastern right-of-way line of S.R. 0522, said point also being the northwestern corner of the property described herein; thence along land of now or formerly RandoIf Keefer, S 54 degrees 58' 00" E, a distance of 207.95 to a point; thence along same, N 33 degrees 58' 00" E, a distance of 82.35 feet to a point; thence along land of now or formerly Central Fulton County School District, S 52 degrees 50' 00" E, a distance of 627.50 feet to a point; thence along land of now or formerly P & W Excavating, Inc. S 25 degrees 47' 00" W, a distance of 536.76 feet to a point; thence along land of Kenneth Lee Glazier, Sharon M. Glazier, Calvin C. & Catherine A. Glazier (this land having been conveyed to. McConnellsburg Center, LLC as a Permanent Irrevocable Easement), the following courses and distances: N 56 degrees 13' 58" W, 621.07 feet to a point; N 61 degrees 13' 56" W, 126.95 feet to a point; N 65 degrees 51' 09" W, 102.30 feet to a point; S 74 degrees 38' 33" W, 58.30 feet to a point on the aforementioned right-away line of S.R. 0522; thence along said right-of-way line the following courses and distances: N 30 degrees 07' 31" E, 210.26 feet to a point; N 56 degrees 23' 07" W, 8.80 feet to a point; N 33 degrees 41' 54" E, 353.45 feet to a point and place of BEGINNING.

Containing 10.77 acres and identified as Parcel 1-Lot 1 as set forth on that certain Final Subdivision and Land Development Plan identified as Giant Food Stores Shopping Center dated June 17, 2003 and recorded April 26, 2004 in the Office of the Recorder of Deeds of Fulton County in Plat File No. 275B and 275C.

TOGETHER WITH and under and subject to, the easements, rights and conditions as set forth in the following described premises:

Easement Parcel No. 1:

BEGINNING at a point on the eastern right-of-way line sa point also being a southwestern corner of the property described herein; thence along said right-of-way the following Courses and distances: N 26 degrees 26' 37" E, 82.49 feet to a point; N 26 degrees 26' 37" E, 99.11 feet to a point; N 30 degrees 07' 31" E, 53.17 feet to a point; thence along land of McConnellsburg Center, LLC the following courses and distances: N 74 degrees 38' 33" E, 58.30 feet to a point; S 65 degrees 51' 09" E, 102.30 feet to a point; S 61 degrees 13' 56" E, 126.95 feet to a point; S 56 degrees 13' 58" E, 621.07 feet to a point; thence along land of now or formerly P & W Excavating, Inc. and Flow or formerly Fulton Industrial Development Association, Inc., S 25 degrees 47' 00" W, a distance of 441.54 feet to a point on the northern right-of-way line of S.R. 1016; thence along said right-of-way line the following courses and

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Owner's Policy

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distances: N 32 degrees 38' 03" W, 129.72 feet to a point; by a curve to the left with a radius of 1215.92 feet, the chord of which is, N 43 degrees 21' 29" W, 452.50 feet to a point; N 35 degrees 55' 05" E, 5.00 feet to a point; by a curve to the left with a radius of 1220.92 feet, the chord of which is N 57 degrees 01' 08" ~~W~~, 125.11 feet to a point; N 62 degrees 47' 59" W, 80.73 feet to a point; N 68 degrees 46'

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**Policy Number:**

**02" W**, 143.58 feet to a point; N 11 degrees 01' 51" W, 22.83 feet to a point on the aforementioned right-of-way line of S.R. 0522, and place of BEGINNING.

Containing 6.49 acres and shown as "Phase 2" on an attached map titled, "Property Layout Plan, Caldwell Development Company, Ayr Township, Fulton County, PA", as prepared by Gannett Fleming, Inc., dated March 2, 2004.

ALSO BEING KNOWN as Parcel 1-Lot 2 and Parcel 2-Lot 1 as identified on that certain Final Subdivision and Land Development Plan identified as Giant Food Stores Shopping Center dated June 17, 2003 and recorded April 26, 2004 in the Office of the Recorder of Deeds of Fulton County in Plat File No. 275B and 275C, being a grading and permanent surface water drainage easement over and at said Parcel 1-Lot 2 and Parcel 2-Lot 1 on said Plan and the subject of separate Grading and Permanent Surface Water Drainage Easement between McConnellsburg Center, LLC and Kenneth Lee. Glazier and Sharon M. Glazier, husband and wife, and Calvin C. Glazier and Catherine A. Glazier, husband and wife.

Easement Parcel No. 2:

BEGINNING at a point on the northern right-of-way line of S.R. 1016, said point also being the southwestern corner of the property described herein; thence through land of Kenneth Lee Glazier, Sharon M. Glazier, Calvin C. & Catherine A. Glazier, the following courses and distances: by a curve to the left with a radius of 439.50, the chord of which is, N 48 degrees 37' 10" E, 50.88 feet to a point; N 45 degrees 18' 03" E, 177.07 feet to a point; by a curve to the left with a radius of 54.50 feet, the chord of which is, N 3 degrees 52' 04" E, 72.13 feet to a point; thence along land of McConnellsburg Center, LLC, S 56 degrees 13' 58" E, 102.36 feet to a point; thence through the aforementioned land of Kenneth Lee Glazier, Sharon M. Glazier, Calvin C. & Catherine A. Glazier, the following courses and distances: by a curve to the left with a radius of 54.50 feet, the chord of which is, S 68 degrees 33' 52" W, 64.89 feet to a point; S 32 degrees 01' 45" W, 178.49 feet to a point; by a curve to the left with a radius of 599.50 feet, the chord of which is, S 29 degrees 05' 36" W, 61.41 feet to a point on the aforementioned northern right-of-way line of S.R. 1016; thence along said right-of-way line, by a curve to the left with a radius of 1215.92, the chord of which is, N 51 degrees 14' 47" W, a distance of 88.57 feet to a point, the place of BEGINNING.

Containing 0.36 acres as identified on that certain Final Subdivision and Land Development Plan identified as Giant Food Stores Shopping center dated June 17, 2003 and recorded April 26, 2004 in the Office of the Recorder of Deeds of Fulton County in Plat File No. 275B and 275C, being a permanent right-of-way and permanent easement over Parcel 1-Lot 2 and Parcel 2-Lot 2, which lots are set forth on the said Plan and the subject of a separate Access Easement Agreement between McConnellsburg Center, LLC and Kenneth Lee Glazier and Sharon M. Glazier, husband and wife, and Calvin C. Glazier and Catherine A. Glazier, husband and wife.

Fee Parcel, BEING THE SAME PREMISE which Kenneth Lee Glazier and Sharon M. Glazier, husband and wife, and Calvin C. Glazier and Catherine A. Glazier, husband and wife, by Deed dated April 29, 2004, and recorded April 29, 2004, in the Recorder of Deeds Office in and for Fulton County, PA, in Book 394, Page 98, granted and conveyed unto McConnellsburg Center, LLC, a Pennsylvania limited liability company.

PRO FORMA

**Policy Number:**

Easement Parcel No. 1, BEING THE SAME PREMISE which Kenneth L. and Sharon M. Glazier, his wife, and Calvin C. and Catherine A. Glazier, his wife, by Grading and Permanent Surface Water Drainage Easement, dated April 28, 2004, and recorded April 29, 2004, in the Recorder of Deeds Office in and for Fulton County, PA, in Book 394, Page 123, granted and conveyed unto McConnellsburg Center, LLC, a Pennsylvania limited liability company.

Easement Parcel No. 2, BEING THE SAME PREMISE which Kenneth L. and Sharon M. Glazier, his wife, and Calvin C. and Catherine A. Glazier, his wife, by Access Easement Agreement, dated April 28, 2004, and recorded April 29, 2004, in the Recorder of Deeds Office in and for Fulton County, PA, in Book 394, Page 142, granted and conveyed unto McConnellsburg Center, LLC, a Pennsylvania limited company.

Tax ID I Parcel No. 01-12-037B-000

PRO FORMA

Owner's Policy

Page 5 of 6

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EXHIBIT B  
FORM OF AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
(see attached)

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**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
OF**

**CEDAR-HERSHEY, LP**

March [ ], 2007

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE DELAWARE SECURITIES ACT, OR OTHER SIMILAR FEDERAL OR STATE STATUTES OR AGENCIES IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AS PROVIDED IN THOSE STATUTES. THE SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION OF ANY PARTNERSHIP INTEREST IS RESTRICTED IN ACCORDANCE WITH THE PROVISIONS OF THIS LIMITED PARTNERSHIP AGREEMENT, AND THE EFFECTIVENESS OF ANY SUCH SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION MAY BE CONDITIONED UPON, AMONG OTHER THINGS, RECEIPT BY THE GENERAL PARTNER OF THE PARTNERSHIP OF AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT AND OTHER APPLICABLE FEDERAL OR STATE STATUTES. BY ACQUIRING THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT, EACH PARTNER REPRESENTS THAT IT WILL NOT SELL, ACQUIRE, ASSIGN, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHERWISE DISPOSE OF A PARTNERSHIP INTEREST WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID STATUTES AND RULES AND REGULATIONS THEREUNDER AND THE TERMS AND PROVISIONS OF THIS LIMITED PARTNERSHIP AGREEMENT.

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**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
OF  
CEDAR-HERSHEY, LP**

**THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT** (this “**Agreement**”) is made as of [March] [\_\_\_\_], 2007, by and among [CEDAR SHOPPING CENTERS PARTNERSHIP, L.P. GP ENTITY], a \_\_\_\_\_, having an office at 44 South Bayles Avenue, Port Washington, New York 11050 (“**Cedar GP**”), [CEDAR SHOPPING CENTERS PARTNERSHIP, L.P. LP ENTITY], a [\_\_\_\_], having an office at 44 South Bayles Avenue, Port Washington, New York 11050 (“**Cedar LP**”), and HOMBURG HOLDINGS (U.S.), INC., a Colorado corporation, having an address at 559 East Pikes Peak Avenue, Suite 320, Colorado Springs, Colorado 80903 (“**HHUS**”), pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, Title 6 of the Delaware Code, Section 17-101 et seq., as amended from time to time (“**Delaware Act**”). Capitalized terms used herein are defined in Section 1.5 below or as elsewhere provided herein.

WHEREAS, Cedar-Hershey, LLC, a Delaware limited liability company, was formed with Cedar LP as its sole member on [September 1, 2004] for purposes of owning and operating the Property;

WHEREAS, Cedar Shopping Centers Partnership, L.P. (“**Cedar**”), as sole member, approved the conversion of Cedar-Hershey, LLC to a Delaware limited partnership named Cedar-Hershey, LP (the “**Company**”) pursuant to Section 18-216 of the Delaware Limited Liability Company Act on [\_\_\_\_], and caused to be filed a certificate of conversion reflecting such conversion with the Delaware Secretary of State and a certificate of limited partnership pursuant to Section 17-217 of the Delaware Act on \_\_\_\_\_, and formed Cedar GP to act as general partner of the Company, with Cedar LP being the limited partner of the Company;

WHEREAS, the Company is governed by that certain Agreement of Limited Partnership of Cedar-Hershey, LP, dated [\_\_\_\_] between Cedar LP and Cedar GP (the “**Original Partnership Agreement**”);

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement, Cedar LP is transferring to HHUS an eighty percent (80%) limited partnership interest in the Company; and

WHEREAS, in connection with the sale of the limited partnership interests to HHUS, (i) Cedar GP and Cedar LP desire to admit HHUS as a Limited Partner and (ii) the Partners desire to amend and restate the Original Partnership Agreement in its entirety.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Cedar GP, Cedar LP and HHUS do hereby mutually covenant and agree as follows:

**ARTICLE I  
ORGANIZATION**

**SECTION 1.1. Continuation.**

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(a) The General Partner shall cause the Company to be continued pursuant to the provisions of the Delaware Act and on the terms and conditions set forth in the Certificate. The rights and liabilities of all Partners shall be as provided under the Delaware Act, the Certificate and this Agreement. To the extent permitted by applicable law, the provisions of this Agreement shall override the provisions of the Delaware Act in the event of any inconsistency or contradiction between them. The fact that the Certificate is on file in the office of the Secretary of State shall constitute notice that the Company is a limited partnership, pursuant to Section 17-208 of the Delaware Act.

(b) In order to maintain the Company as a limited partnership under the laws of the State of Delaware, the Company shall, from time to time, take appropriate action, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by or desirable under law, including, without limitation, action to reflect:

(i) any change in the Company name; or

(ii) any correction of false or erroneous statements in the Certificate or the desire of the Partners to make a change in any statement therein in order that it shall accurately represent the agreement among the Partners.

(c) Each necessary Partner shall further execute, and the Company shall file and record (or cause to be filed and recorded) and shall publish, if required by law, such other and further certificates, statements or other instruments as may be necessary or desirable under the laws of the State of Delaware or the state in which any of the Property is located in connection with the continuation of the Company and the carrying on of its business. The General Partner shall be an authorized person of the Company for purposes of any filings under the Delaware Act and shall be authorized to execute and deliver on behalf of the Company any of the foregoing certificates.

**SECTION 1.2. Name and Office.** The name of the Company shall be "Cedar-Hershey, LP." All business of the Company shall be conducted under the name of the Company and title to all property, real, personal, or mixed, owned by or leased to the Company shall be held in such name. The principal place of business and office of the Company shall be located at 44 South Bayles Avenue, Port Washington, New York 11050 or at such other place or places as the General Partner may from time to time designate. The Company may have such additional offices and places of business as may be established at such other locations as may be determined from time to time by the Partners. The registered agent of the Company within the State of Delaware is Corporation Trust Company and the registered office of the Company within the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801.

**SECTION 1.3. Purpose.**

(a) The purpose and business of the Company shall be to acquire and own the Property, and in connection therewith to finance, own, operate, lease, manage, dispose of (in whole or in part) and otherwise deal with the Property and any other real property and Company Assets acquired, directly or indirectly, by the Company in accordance with the

terms hereof. The Partners acknowledge that their current intent is to dispose of the Property within approximately seven (7) years after the Company's acquisition of the Property.

(b) The Company shall not engage in any other business or activity without the prior written consent of all the Partners.

**SECTION 1.4. Term.** The term of the Company commenced on the filing of the Original Certificate with the Secretary of State of the State of Delaware and shall continue until December 31, 2021, unless sooner terminated pursuant to the provisions hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate in the manner required by the Delaware Act.

**SECTION 1.5. Defined Terms.** The following terms shall have the following meanings when used herein:

**"9.25% IRR Deficiency"** — As defined in Exhibit A.

**"10.5% IRR Deficiency"** — As defined in Exhibit A.

**"Acceptance Notice"** — As defined in Section 8.5(a).

**"Accountant"** — As defined in Section 7.4.

**"Adjusted Capital Account"** — With respect to any Partner, the balance, if any, in such Partner's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the adjustments set forth herein and the following adjustments:

(a) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations to the extent relevant thereto and shall be interpreted consistently therewith.

**"Affiliate"** — Means with respect to any Person, any other Person directly or indirectly Controlled by, controlling or under direct or indirect common Control with the Person in question, or such Person who owns, directly or indirectly, five percent (5%) or more of the equity interest of the other Person.

**"Agreement"** — As defined in the Preamble.

**“Bankruptcy Event”** — Means, with respect to any Person, the occurrence of any of the following events: (i) the making by it of an assignment for the benefit of its creditors, (ii) the filing by it of a voluntary petition in bankruptcy, (iii) an adjudication that it is bankrupt or insolvent unless such adjudication is stayed or dismissed within sixty (60) days, or the entry against it of an order for relief in any bankruptcy or insolvency proceeding unless such order is stayed or dismissed within ninety (90) days, (iv) the filing by it of a petition or an answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) the filing by it of an answer or other pleading admitting or failing to contest the material allegations of the petition filed against it in any proceeding of the nature described in the preceding clause (iv), (vi) its seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets, or (vii) the failure within ninety (90) days after the commencement of any proceeding against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, to have the proceeding stayed or dismissed, or the failure within one hundred twenty (120) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of it or of all or any substantial part of its assets to have such the appointment vacated or stayed, or the failure within ninety (90) days after the expiration of any such stay to have the proceeding dismissed or the appointment vacated.

**“Business Day”** — Any day other than Saturday, Sunday or any other day on which banks or savings and loan associations in New York, New York are not open for business.

**“Buy Sell Deposit”** — As defined in Section 8.4(c).

**“Buy Sell Election Date”** — As defined in Section 8.4(b).

**“Buy Sell Exercise Period”** — Means, with respect to Cedar GP and Cedar LP, any time after the eighteenth (18th) month anniversary of the date of this Agreement and with respect to HHUS (and, if applicable, HP), (i) any time after the eighteenth (18th) month anniversary of the date of this Agreement, (ii) within sixty (60) days after the date on which Cedar shall no longer be Controlled, directly or indirectly, by CSCI or an entity in which Leo Ullman shall have a senior management position, or (iii) at any time that HHUS shall reasonably believe, acting in good faith, that Cedar shall qualify as a transparent entity for Dutch tax purposes.

**“Buy Sell Notice”** — As defined in Section 8.4(a).

**“Buy Sell Offeree”** — As defined in Section 8.4(a).

**“Buy Sell Offeror”** — As defined in Section 8.4(a).

**“Buy Sell Property”** — As defined in Section 8.4(a).

**“Buy Sell Purchase Price”** - As defined in Section 8.4(a)

**“Capital Account”** — The Capital Account maintained for each Partner pursuant to Section 3.2 as the same may be credited or debited in accordance with the terms hereof.

**“Capital Contribution”** — With respect to any Partner, the amount of money and the Gross Asset Value of any property (other than money) contributed, or deemed contributed, by such Partner to the Company (net of any liabilities secured by such property or to which such property is otherwise subject).

**“Capital Expenditures”** — For any period, the amount expended for items capitalized under generally accepted accounting principles, consistently applied.

**“Capital Transaction”** — Means any of the following: (a) a sale, transfer or other disposition of all or a portion of any Company Asset (other than tangible personal property that (i) is not sold, transferred or otherwise disposed in connection with the sale, transfer or other disposition of a fee interest or leasehold interest in real property and (ii) is otherwise sold, transferred or disposed in the ordinary course of business); (b) any condemnation or deeding in lieu of condemnation of all or a portion of any Company Asset; (c) any financing or refinancing of any Company Asset; (d) the receipt of proceeds due to any fire or other casualty to the Property or any other Company Asset; and (e) any other transaction involving Company Assets, in each case the proceeds of which, in accordance with generally accepted accounting principles, are considered to be capital in nature.

**“Cedar”** — As defined in the Recitals.

**“Cedar LP”** — As defined in the Preamble.

**“Cedar GP”** — As defined in the Preamble.

**“Certificate”** — The Certificate of Limited Partnership for the Company that complies with Section 17-201 of the Delaware Act dated [\_\_\_\_\_] filed with the Secretary of State of the State of Delaware pursuant to Section 17-217 of the Delaware Act, as the same may be amended and restated.

**“Code”** — The Internal Revenue Code of 1986, as amended.

**“Company”** — As defined in the Recitals.

**“Company Assets”** — The assets and property, whether tangible or intangible and whether real, personal, or mixed, at any time owned by or held for the benefit of the Company and all direct or indirect interests in the Property.

**“Company Counsel”** — As defined in Section 6.4.

**“Company Interest”** — As to any Partner, all of the interest of that Partner in the Company including, without limitation, such Partner’s (i) right to a distributive share of the profits and losses and cash flow of the Company, and (ii) right to participate in the management of the business and affairs of the Company in accordance with the terms hereof.

**“Company Minimum Gain”** — Means “partnership minimum gain” as set forth in Treasury Regulations Section 1.704-2(d).

**“Consent Notice”** — As defined in Section 6.2.

**“Control”** — Means with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms **“Controlling”** and **“Controlled”** have the meanings correlative to the foregoing.

**“CSCI”** — Cedar Shopping Centers, Inc., a Maryland corporation, and any successors thereto.

**“Delaware Act”** — As defined in the Preamble.

**“Depreciation”** — For each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis. If any asset shall have a zero adjusted basis for federal income tax purposes, Depreciation shall be determined utilizing any reasonable method selected by the Partners.

**“Escrow Agent”** — Any reputable, nationally recognized and financially solvent title insurance company designated by the Partner purchasing a Company Interest or the Property.

**“Executive Order 13224”** — Executive Order 13224 — Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued by OFAC.

**“Fair Market Value”** — The value of the particular asset or interest in question determined on the basis of an arm’s length transaction for cash between an informed and willing seller (under no compulsion to sell) and an informed and willing purchaser (under no compulsion to purchase), taking into account, among other things, the anticipated cash flow, taxable income and taxable loss attributable to the asset or interest in question. Except as otherwise expressly set forth herein, in the case of any asset other than a marketable security, the Fair Market Value shall be determined by the General Partner; in determining the value of any asset other than a marketable security, the General Partner may, but shall not be under any obligation to, engage an independent appraiser having recognized qualifications necessary in order to make such determination and the fees and expenses of such appraiser shall be borne by the Company. Except as otherwise expressly set forth herein, in the case of any marketable security at any date, the Fair Market Value of such security shall equal the closing sale price of such security on the Business Day (on which any national securities exchange is open for the normal transaction of business) next preceding such date, as appearing in any published list of any national securities exchange (other than NASDAQ Stock Market, Inc.) or in the Global Market List of NASDAQ Stock Market, Inc., or, if there is no such closing sale price of such security, the final price of such security at face value quoted on such Business Day by a financial institution of recognized standing which regularly deals in securities of such type.

**“Financing Document”** — Any loan agreement, security agreement, mortgage, deed of trust, indenture, bond, note, debenture or other instrument or agreement relating to indebtedness of the Company.

**“Fiscal Year”** — Except as otherwise required by law, the calendar year, except that the first Fiscal Year of the Company shall have commenced on the date of commencement of the Company and end on the next succeeding December 31, and the last Fiscal Year of the Company shall end on the date on which the Company shall terminate and commence on the January 1 immediately preceding such date of termination.

**“General Partner”** — Means the general partner or general partners, from time to time, of the Company authorized to carry out the management of the business and affairs of the Company pursuant to Article 6 hereof. The current General Partner is Cedar GP.

**“Gross Asset Value”** — With respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Company shall be the gross Fair Market Value of such asset, as determined by the Partners (as evidenced by this Agreement or an amendment hereto);

(b) The Gross Asset Values of all Company Assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the acquisition of an interest or an additional interest in the Company by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution or other consideration; (ii) the distribution by the Company to a Partner of more than a *de minimis* amount of property or money as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner, acting reasonably and in good faith, determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners;

(c) The Gross Asset Value of any Company Asset distributed to a Partner shall be the gross Fair Market Value of such asset on the date of distribution;

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), clause (f) of the definition of Profits and Losses and Section 5.3(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent the General Partner determines that an adjustment pursuant to paragraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d), such Gross Asset Value shall thereafter be adjusted by the

Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“**HHUS**” — As defined in the Preamble.

“**HP**” — As defined in Section 8.2.

“**Impositions**” — Means all taxes (including sales and use taxes), assessments (including all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, of every character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed by any governmental or quasi-governmental authority having jurisdiction over the Property on or in respect of or be a lien upon (i) the Property or any estate or interest therein, (ii) any occupancy, use or possession of, or activity conducted on, the Property, or (iii) the rents from the Property or the use or occupancy thereof.

“**Indemnified Losses**” — As defined in Section 6.5(b).

“**Liquidating Partner**” — As defined in Section 10.3(a).

“**Limited Partner**” means each of the persons named as limited partners in Section 3.1 and any other person who is admitted to the Partnership as a limited partner pursuant to the provisions of this Agreement.

“**Limited Partner TTV**” — As defined in Section 8.9(a).

“**Liquidating Partner**” — As defined in Section 10.3.

“**Litigation**” — As defined in Section 6.2(m).

“**Major Decision**” — As defined in Section 6.2.

“**Net Cash Flow**” — Means, with respect to the Company, with respect to any period, the sum of all money available to the Company at the end of that period for distribution to its Partners after (1) payment of all debt service and other expenses (including, without limitation, payments due on or with respect to Shortfall Loans and operating and maintenance expenses, general and administrative expenses, insurance costs, Impositions and other expenses paid or required to be paid); (2) satisfaction of the Company’s liabilities as they come due; and (3) establishment of (and contributions to) such reserves as are required under any Financing Documents or additional reasonable reserves required to operate the Company; provided, however, that Net Cash Flow shall not include Net Proceeds of a Capital Transaction, Capital Contributions, loans (including Shortfall Loans), tenant security deposits or earnest money deposits or any interest thereon so long as the Company has a contingent obligation to return the same.

**“Net Proceeds of a Capital Transaction”** — Means the net cash proceeds (other than insurance proceeds for lost rental incomes) from a Capital Transaction less any portion thereof used to (i) establish (and contribute to) such reserves as are required under any Financing Documents or additional reasonable reserves required to operate the Company, (ii) repay any debts or other obligations of the Company in connection with such Capital Transaction (iii) restore the Property following a casualty or condemnation, (iv) pay costs reasonably and actually incurred in connection with the Capital Transaction, (v) pay creditors in the event of a liquidation or (vi) repay Shortfall Loans. “Net Proceeds of a Capital Transaction” shall include all principal, interest and other payments as and when received with respect to any note or other obligation received by the Company in connection with a Capital Transaction.

**“Non-Purchasing Partner”** — As defined in Section 8.4(c).

**“Nonrecourse Deductions”** — Has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Fiscal Year, over the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

**“Nonrecourse Liability”** — Has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

**“Non-U.S. Person”** — A Person that is not a U.S. Person as defined in Regulation S of the Securities Act of 1933, as amended.

**“Notices”** — As defined in Section 11.2.

**“OFAC”** — The Office of Foreign Assets Control of the United States Department of the Treasury.

**“OFAC Lists”** — As defined in Section 8.3(a).

**“Original Certificate”** — The Certificate of Formation for Cedar-Hershey, LLC, filed with the Secretary of State of the State of Delaware on [September 1, 2004].

**“Original Partnership Agreement”** — As defined in the Recitals.

**“Partner”** — Means, at any time, any person or entity admitted and remaining as a partner of the Company pursuant to the terms of this Agreement. As of the date of this Agreement, the Partners of the Company are Cedar GP, Cedar LP and HHUS.

**“Partner Nonrecourse Debt”** — Means “partner non-recourse debt” as set forth in Treasury Regulations Section 1.704-2(b)(4).

**“Partner Nonrecourse Debt Minimum Gain”** — Means an amount, with respect to each Partner Nonrecourse Debt, equal to the Company Minimum Gain that would result if such



Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(2) and (3).

**“Partner Nonrecourse Deductions”** — Means “partner nonrecourse deductions” as set forth in Treasury Regulations Section 1.704-2(i)(2). For any Fiscal Year, the amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt equals the excess, if any, of the net increase, if any, in the amount of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt over the aggregate amount of any distributions during such Year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Nonrecourse Debt Minimum Gain, determined according to the provisions of Treasury Regulations Section 1.704-2(i)(2).

**“Percentage Interest”** — As to any Partner, the Percentage Interest of such Partner specified in Section 3.1.

**“Person”** — Means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization.

**“Profits” and “Losses”** — For each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (a) Any income of the Company that is exempt from federal income tax, and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be added to such taxable income or loss;
- (c) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;
- (d) In the event the Gross Asset Value of any Company Asset is adjusted pursuant to paragraph (b) or (c) under the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Company Asset for purposes of computing Profits or Losses;
- (e) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (f) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be

taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition thereof;

(g) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Partner's Company Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(h) Notwithstanding any other provision of this definitional Section, any items which are specially allocated under this Agreement shall not be taken into account in computing Profits or Losses.

**"Property"** — Means the Property located in Hershey, Pennsylvania and commonly known as Meadows Marketplace, as more particularly described on Exhibit B attached hereto (and all improvements, fixtures, personal property, appurtenances, rights and interests in connection therewith).

**"Purchase and Sale Agreement"** — Means that certain Agreement Regarding Purchase of Partnership Interests, dated March 26, 2007, between Cedar and HHUS.

**"Purchasing Partner"** — As defined in Section 8.4(c).

**"Regulations" or "Treasury Regulations"** — The Income Tax Regulations promulgated under the Code as such regulations may be amended from time to time (including Temporary Regulations).

**"Regulatory Allocations"** — As defined in Section 5.3(i).

**"REIT"** — As defined in Section 6.7.

**"Related Party"** — As defined in Section 6.6.

**"Related Party Transaction"** — As defined in Section 6.6.

**"Required Expenses"** — Means the following expenses: (i) real estate taxes, (ii) property and liability insurance premiums, and (iii) debt service payments.

**"Shortfall"** — As defined in Section 2.2(a).

**"Shortfall Amount"** — As defined in Section 2.2(a).

**"Shortfall Loan"** — As defined in Section 2.2(a).

**“Shortfall Loan Rate”** — Means the sum of (i) two percent (2%) plus (ii) the rate reported on the date of advance as of 11:00 a.m., London, England time, on Telerate Access Service Page 3750 (British Bankers Association Settlement Rate) as the London Interbank Offered Rate for U.S. Dollar deposits having a term equal to six months and in an amount comparable to the principal amount of the Shortfall Loan (or, if said Telerate Access Service Page shall cease to be publicly available, as reported by the Reuters Screen LIBOR Page, and if said Reuters Screen Page shall cease to be publicly available, then as reported by any publicly available source of similar market data selected by the General Partner in the General Partner’s reasonable discretion, exercised in good faith, that accurately reflects such London Interbank Offered Rate).

**“Shortfall Notice”** — As defined in Section 2.2(a).

**“Subsidiary TTV”** — As defined in Section 8.9(b).

**“Tax Matters Partner”** — As defined in Section 7.5.

**“Tax Payments”** — As defined in Section 4.4.

**“Taxed Partner”** — As defined in Section 4.4.

**“Tax Transparent Vehicle”** — Means any contractual, general or limited partnership or any fund for joint account or any other similar entity or vehicle recognized as a “pass-through” or “transparent” entity with respect to tax liability under applicable U.S. or foreign laws.

**“Transaction Documents”** — As defined in Section 11.16(a)(ii).

**“Transfer”** — As defined in Section 8.1.

**“TTV Partner”** — Means each partner (or functional equivalent) of a Partner that is a Tax Transparent Vehicle.

**“Withdrawal Event”** — As defined in Section 8.6.

**“Withdrawn Partner”** — As defined in Section 8.6.

**SECTION 1.6. Admission of HHUS; Amendment and Restatement**

(a) HHUS is admitted to the Company as a Limited Partner with a Percentage Interest as set forth in Section 3.1.

(b) The Original Partnership Agreement is hereby amended and restated in its entirety by the terms of this Agreement.

**ARTICLE II**  
**CAPITAL**

**SECTION 2.1. Capital Contributions.**

(a) As of the date of this Agreement, the Partners shall be deemed to have made Capital Contributions, and the Capital Accounts of the Partners shall be, as follows:

Cedar LP:	\$ _____
Cedar GP:	\$ _____
HHUS:	\$ _____

(b) No Partner shall have the right to withdraw any capital from the Company or be repaid its Capital Contribution except as provided in this Agreement.

(c) Except with the prior written consent of all of the Partners and TTV Partners, no Partner shall be required or permitted to make any further Capital Contribution to the Company.

**SECTION 2.2. Shortfalls; Shortfall Loans.**

(a) In the event at any time or from time to time additional funds are necessary to operate the Property and the gross receipts (including, without limitation, proceeds under all loans) together with the proceeds of any reserve account established by the Company may be insufficient to pay all expenses when due (a “**Shortfall**”), then the General Partner may notify each Partner of such Shortfall (a “**Shortfall Notice**”) identifying the amount of such Shortfall (the “**Shortfall Amount**”) and any reason for such Shortfall. Upon receipt of a Shortfall Notice, each Partner shall have the right, but not the obligation, to make a loan (each, a “**Shortfall Loan**”) to the Company in an amount equal to the entire Shortfall Amount. If a Partner shall elect to make a Shortfall Loan it shall provide a written irrevocable unconditional notice of such election to the General Partner within ten (10) Business Days of receipt of the Shortfall Notice. Failure to provide such notice within such ten (10) Business Day period shall be deemed an election not to make a Shortfall Loan. The General Partner may withdraw the Shortfall Notice at any time. If more than one Partner shall elect to make a Shortfall Loan, the Shortfall Loans shall be made on a pro rata basis based on the Partners’ respective Percentage Interests. Following the expiration of such ten (10) Business Day period, the General Partner shall provide each Partner electing to make a Shortfall Loan with written notice of the amount of its Shortfall Loan. Proceeds from each Shortfall Loan shall be due in cash from the Partner making such Shortfall Loan within ten (10) Business Days following receipt of the notice set forth in the immediately preceding sentence. Shortfall Loans shall (i) be evidenced by a written promissory note, (ii) bear interest at a fixed annual rate equal to the Shortfall Loan Rate, (iii) provide for unpaid interest to accrue and compound monthly, (iv) have a maturity date of twelve (12) months, (v) be repaid prior to any distribution of Net Cash Flow or Net Proceeds of a Capital Transaction, and (vi) be prepayable at any time without penalty. Subject to Section 6.2(c), the General Partner shall have the right at any time and from time to time without the consent of the other

Partners to cause the Company to repay one or more Shortfall Loans with loans made to the Company by unaffiliated third parties on commercially reasonable terms. Notwithstanding the foregoing, (i) in the event the General Partner fails to deliver a Shortfall Notice with respect to a Required Expense that is due and payable and for which gross receipts and reserves are insufficient, HHUS shall have the right, upon ten (10) Business Days notice to the General Partner and Cedar LP, to deliver a Shortfall Notice to all of the Partners or (ii) in the event the General Partner has failed to pay a Required Expense that is due and payable despite the availability of adequate gross receipts and/or reserves, HHUS, upon ten (10) Business Days notice to the General Partner and Cedar LP, may pay such Required Expense and, upon receipt by General Partner and Cedar LP of evidence of payment thereof, such payment shall constitute a Shortfall Loan from HHUS to the Company.

**ARTICLE III**  
**COMPANY INTERESTS**

**SECTION 3.1. Percentage Interests of General Partner and Limited Partners.** The Percentage Interests of Cedar GP as a general partner in the Company shall be one percent (1%), the Percentage Interest of Cedar LP as a limited partner in the Company shall be nineteen percent (19%) and the Percentage Interest of HHUS as a limited partner in the Company shall be eighty percent (80%). The Percentage Interests shall not be changed without the prior written consent of all of the Partners.

**SECTION 3.2. Capital Accounts.** The Company shall establish and maintain a separate Capital Account for each Partner in accordance with the following provisions:

(a) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's allocable share of Profits, and any items in the nature of income or gain that are specially allocated to such Partner under this Agreement, and the amount of any Company liabilities that are assumed by such Partner in accordance with the terms hereof (other than liabilities that are secured by any Company Asset distributed to such Partner).

(b) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company property distributed to such Partner pursuant to any provision of this Agreement (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752), such Partner's allocable share of Losses, and any items in the nature of expenses or losses that are specially allocated to such Partner under this Agreement, and the amount of any liabilities of such Partner that are assumed by the Company (other than liabilities that are secured by any property contributed by such Partner to the Company).

(c) In the event any Company Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Company Interest. In the case of Transfer of a Company Interest at a time when an election under Code Section 754 is in effect, the Capital Account of the transferee Partner shall not be adjusted to reflect the

adjustments to the adjusted tax bases of Company property required under Code Sections 754 and 743, except as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(d) In determining the amount of any liability for purposes of paragraphs (a) and (b) above, there shall be taken into account Code Section 752(c) and the Treasury Regulations promulgated thereunder, and any other applicable provisions of the Code and Regulations.

(e) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations.

**SECTION 3.3. Return of Capital.** No Partner shall be liable for the return of the Capital Contributions (or any portion thereof) of any other Partner, it being expressly understood that any such return shall be made solely from the Company Assets. No Partner shall be required to pay to the Company or to any other Partner any deficit in its Capital Account upon dissolution of the Company or otherwise, and no Partner shall be entitled to withdraw any part of its Capital Contributions or Capital Account, to receive interest on its Capital Contributions or Capital Account or to receive any distributions from the Company, except as expressly provided for in this Agreement or under the Delaware Act as then in effect.

#### **ARTICLE IV DISTRIBUTIONS**

**SECTION 4.1. General.** Net Cash Flow and/or Net Proceeds of a Capital Transaction shall be distributed to the Partners as set forth in Section 4.2 and 4.3 below.

**SECTION 4.2. Net Cash Flow.** Subject to Section 10.2, Net Cash Flow attributed to the Property for any Fiscal Year shall be distributed monthly (if available) by the General Partner to the Partners in the following manner and priority:

(a) one percent (1%) to Cedar GP, nineteen percent (19%) to Cedar LP and eighty percent (80%) to HHUS until HHUS has received under Section 4.3(a) and this Section 4.2(a) an aggregate amount of distributions equal to its then 9.25% IRR Deficiency with respect to the Property; and then

(b) one percent (1%) to Cedar GP, thirty nine percent (39%) to Cedar LP and sixty percent (60%) to HHUS until HHUS has received under Section 4.3(a) and (b), Section 4.2(a) and this Section 4.2(b) an aggregate amount of distributions equal to its then 10.5% IRR Deficiency with respect to the Property; and thereafter

(c) one percent (1%) to Cedar GP, forty nine percent (49%) to Cedar LP and fifty percent (50%) to HHUS.

**SECTION 4.3. Net Proceeds of a Capital Transaction.** Subject to Section 10.2, Net Proceeds of a Capital Transaction attributed to the Property shall be distributed by the

General Partner as soon as practicable after the receipt thereof to the Partners in the following manner and priority:

(a) one percent (1%) to Cedar GP, nineteen percent (19%) to Cedar LP and eighty percent (80%) to HHUS until HHUS has received under Section 4.2(a) and this Section 4.3(a) an aggregate amount of distributions equal to its then 9.25% IRR Deficiency with respect to the Property; and then

(b) one percent (1%) to Cedar GP, thirty nine percent (39%) to Cedar LP and sixty percent (60%) to HHUS until HHUS has received under Section 4.2(a) and (b) and Section 4.3(a) and this Section 4.3(b) an aggregate amount of distributions equal to its then 10.5% IRR Deficiency with respect to the Property; and thereafter

(c) one percent (1%) to Cedar GP, forty nine percent (49%) to Cedar LP and fifty percent (50%) to HHUS.

**SECTION 4.4. Tax Payments.** To the extent that any taxes or withholding taxes are due on behalf of or with respect to any Partner and the Company is required by law to withhold or to make such tax payments (“**Tax Payments**”), the Company shall withhold such amounts and make such Tax Payments as so required. Each Tax Payment made on behalf of or with respect to a Partner shall be deemed a distribution of Net Cash Flow in such amount to such Partner to the extent such Tax Payment was not attributable to a Capital Transaction, and to the extent such Tax Payment is attributable to a Capital Transaction, it shall be deemed a distribution of Net Proceeds of a Capital Transaction to such Partner, and any such deemed distribution shall be deemed to have been paid to the Partner on the earlier of the date when the corresponding Tax Payment is made by the Company or the date that the distributions, if any, giving rise to the obligation to make such Tax Payment were made. If the Company is required to make a Tax Payment on behalf of or with respect to any Partner (the “**Taxed Partner**”) and the amount of such payment exceeds the cash otherwise available for distribution to such Taxed Partner, the Taxed Partner shall pay to the Company by wire transfer the amount of such Tax Payment within ten (10) days of receipt by the Taxed Partner of a notice from the Company that it is required to make such Tax Payment. Any amounts paid by the Taxed Partner to the Company pursuant to the preceding sentence shall not be treated as a Capital Contribution and the remittance of such Tax Payment to the appropriate taxing authority shall not be treated as a deemed distribution to the Taxed Partner. Each Partner for which the Company is required to make a Tax Payment shall indemnify, defend and hold the Company and the other Partners harmless of, from and against Indemnified Losses incurred by the Company or any other Partner arising out of or in connection with the Tax Payments or obligations attendant thereto.

**SECTION 4.5. Limitation on Distributions.** Notwithstanding anything to the contrary contained herein, without the prior consent of the Partners, no distribution of Net Cash Flow or Net Proceeds of a Capital Transaction shall be made hereunder if such distribution would cause the Company to violate Section 17-607 of the Delaware Act or any other applicable law.

**ARTICLE V**  
**ALLOCATION OF PROFITS AND LOSSES**

**SECTION 5.1. Profits.** After giving effect to the special allocations set forth in Section 5.3 hereof, Profits for any Fiscal Year shall be allocated as follows:

- (a) to the Partners, in accordance with their Percentage Interests, until the aggregate amount of Profits allocated to them under this Section 5.1(a) for the Fiscal Year and all prior Fiscal Years equals the aggregate amount of Losses allocated to them pursuant to Section 5.2(e) for all prior Fiscal Years; and then
- (b) to the Partners, until the aggregate amount of Profits allocated to them under this Section 5.1(b) for the Fiscal Year and all prior Fiscal Years equals the aggregate amount of Losses allocated to them pursuant to Section 5.2(d) for all prior Fiscal Years, in proportion to their shares of such Losses being offset; and then
- (c) one percent (1%) to Cedar GP, nineteen percent (19%) to Cedar LP and eighty percent (80%) to HHUS until the aggregate amount of Profits allocated to each Partner under this Section 5.1(c) equals the cumulative amount of distributions (other than distributions representing a return of capital) received by such Partner under Section 4.2(a) and 4.3(a), plus the amount of Losses allocated to such Partner under Section 5.2(c); and then
- (d) one percent (1%) to Cedar GP, thirty nine percent (39%) to Cedar LP and sixty percent (60%) to HHUS until the aggregate amount of Profits allocated to each Partner under this Section 5.1(d) equals the cumulative amount of distributions (other than distributions representing return of capital) received by such Partner under Section 4.2(b) and 4.3(b), plus the amount of Losses allocated to such Partner under Section 5.2(b); and thereafter
- (e) the balance, if any, one percent (1%) to Cedar GP, forty nine percent (49%) to Cedar LP and fifty percent (50%) to HHUS.

**SECTION 5.2. Losses.** After giving effect to the special allocations set forth in Section 5.3 hereof, Losses for any Fiscal Year shall be allocated as follows:

- (a) to the Partners until the aggregate amount of Losses allocated to them under this Section 5.2(a) for the Fiscal Year and all prior Fiscal Years equals the aggregate amount of Profits allocated to them for all prior Fiscal Years pursuant to Section 5.1(e), in proportion to their shares of the Profits being offset; and then
- (b) to the Partners until the aggregate amount of Losses allocated to them under this Section 5.2(b) for the Fiscal Year and all prior Fiscal Years equals the aggregate amount of Profits allocated to them for all prior Fiscal Years pursuant to Section 5.1(d), in proportion to their shares of the Profits being offset; and then
- (c) to the Partners until the aggregate amount of Losses allocated to them under this Section 5.2(c) for the Fiscal Year and all prior Fiscal Years equals the



aggregate amount of Profits allocated to them for all prior Fiscal Years pursuant to Section 5.1(c), in proportion to their share of the Profits being offset; and then

(d) to the Partners, in proportion to their relative positive Capital Account balances, until the positive Capital Account balance of each Partner has been reduced to zero; and thereafter

(e) the balance, if any, to the Partners in accordance with their Percentage Interests.

**SECTION 5.3. Special Allocations.**

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Company Fiscal Year, the Partners shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) Partner Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Article V, except Section 5.3(a), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(4). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), items of Company income and gain shall be specially allocated to such Partners in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the Adjusted Capital Account deficit of such Partners as quickly as possible, provided that an allocation pursuant to this Section 5.3(c) shall be made only if and to the extent that such Partner would have an

Adjusted Capital Account deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in the Agreement.

(d) Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Partners in accordance with their respective Percentage Interests.

(e) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(f) Limitation on Allocation of Losses. In no event shall Losses be allocated to a Partner to the extent such allocation would result in such Partner having an Adjusted Capital Account deficit at the end of any Fiscal Year. All such Losses shall be allocated to the other Partners, provided, however, that appropriate adjustments shall be made to the allocation of future Profits in order to offset such specially allocated Losses hereunder.

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(h) Curative Allocations. The allocations contained in Sections 5.3(a) through 5.3(g) (the **'Regulatory Allocations'**) are intended to comply with certain requirements of the Code and Treasury Regulations. The Partners intend that, to the extent possible, all Regulatory Allocations shall be offset either by other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5.3(h). Therefore, notwithstanding any other provisions of this Article V (other than the Regulatory Allocations), the Partners shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they reasonably determine to be appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement.

**SECTION 5.4. Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a

daily, monthly, or other basis, as reasonably determined by the Partners using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners for tax purposes in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.

(c) The Partners are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Company income and loss for income tax purposes.

(d) Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), the interest of the Partners in Company Profits equals one hundred percent (100%), in proportion to their Percentage Interests.

(e) To the extent permitted by Treasury Regulations Section 1.704-2(h)(3), the Partners shall treat distributions of Net Proceeds of a Capital Transaction as not allocable to an increase in Company Minimum Gain to the extent the distribution does not cause or increase a deficit balance in the Adjusted Capital Account of any Partner.

**SECTION 5.5. Tax Allocations.** Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value using the "traditional method" with curative allocations upon disposition. For purposes of calculating the application of this Section 5.5(a) to the "built in gain" with respect to interests in real property contributed pursuant to Section 2.1(a) hereof, each parcel of real property shall be treated as a single asset.

(b) In the event the Gross Asset Value of any Company property is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder using the traditional method.

(c) Any elections or other decisions relating to such allocations shall be made by the General Partner, in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

**ARTICLE VI**  
**MANAGEMENT**

**SECTION 6.1. Management.**

(a) Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be exclusively vested in the General Partner. The General Partner shall carry out and implement the day to day affairs of the Company within the scope of the authority granted pursuant to this Agreement. The General Partner shall keep the Partners reasonably informed as to all matters of concern to the Company and the Partners. The General Partner shall devote to the Company's business such time as reasonably shall be necessary in connection with its duties and responsibilities hereunder. Except to the extent limited by the provisions of Section 6.2 or otherwise in this Agreement, the General Partner shall have the full, exclusive and complete discretion in the management and control of the affairs of the Partnership and no Limited Partner shall participate in the management of the Partnership or have any control over the Partnership business or have any right or authority to act for or by the Partnership, including, without limitation, the authority provided by the Act and, in addition, the General Partner shall have the power on behalf of the Partnership, without the consent of the other Partners, to:

(i) acquire, improve, repair, construct and reconstruct real and personal property on behalf of the Partnership and enter into contracts for the same;

(ii) sell and convey in whole or in part the property owned by the Partnership, real or personal, grant easements with respect thereto and enter into agreements restricting its use and, in connection therewith, to execute for and on behalf of the Partnership any deeds, bills of sale, agreements, assignments, leases, stock powers, and other documents;

(iii) vote at any election or meeting of any corporation or person, or by proxy, and appoint agents to do so in its place and stead;

(iv) enter into sale and leaseback financing arrangements with respect to all or part of the property owned by the Partnership, and, in connection therewith, execute for and on behalf of the Partnership any documents relating thereto;

(v) lease or sublease, in whole or in part, the property owned or leased by the Partnership, real and personal, as lessor, sublessor, lessee or sublessee, and, in connection therewith, execute for and on behalf of the Partnership any lease or subleases or agreements modifying leases or subleases;

(vi) borrow money on behalf of the Partnership, and, in connection therewith, execute for and on behalf of the Partnership bonds, notes, mortgages, security agreements, financing statements, assignments and other agreements and

documents creating liens on or otherwise affecting the Property owned by the Partnership (any of which loan documents may contain confessions of judgments or warrants of attorney), and extensions, renewals, and modifications thereof, and to repay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Partnership;

(vii) employ, on behalf of the Partnership, such persons, firms or corporations as it shall reasonably deem advisable for the operation and management of the business of the Partnership and for the performance of the accounting and legal services and all on such terms and for such compensation as the General Partner shall reasonably determine to be proper;

(viii) make and implement all decisions for the Partnership;

(ix) open and maintain bank accounts for funds of the Company in the name of the Company and designate the persons authorized on behalf of the Company to make deposits therein and withdrawals therefrom;

(x) employ independent unaffiliated contractors at market rates for the ordinary maintenance and repair of the Property;

(xi) retain or engage agents, managers, accountants, attorneys, consultants, brokers and other Persons;

(xii) pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise upon such terms as the General Partner may determine and upon such evidence as it deems sufficient any obligation, suit, liability, cause of action or claim, either in favor of or against the Company;

(xiii) enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments the General Partner deems necessary or appropriate in connection with the business or affairs of the Company;

(xiv) apply for, file, prosecute, obtain, appeal and challenge any permit, approval, authorization, filing or consent with respect to the Company issued by any governmental authority;

(xv) engage in any kind of activity and execute, perform and carry out contracts of any kind necessary, or in connection with or convenient or incidental to any of the foregoing or the Company's purposes as set forth herein; execute any and all other documents to carry out the intention and purpose hereof; and

(xvi) otherwise take any other action in furtherance of the Company's stated purpose hereunder unless consent of one or more of the other Partners is otherwise expressly required hereunder.

Any third party dealing with the Company may, without any inquiry, rely upon any instrument or agreement executed and delivered by the General Partner on behalf of the Company as constituting the binding act and deed of the Company.

Except as otherwise expressly provided in this Agreement, the Limited Partners shall not take part in the management or control of the business of the Partnership or transact any business for or in the name of the Partnership, nor shall any Limited Partner have the power to sign for or bind the Partnership. Except as otherwise expressly provided herein, any exercise by the Limited Partners of their rights under this Agreement shall be deemed to be an action affecting the agreement among the Partners and not an action affecting the management or control of the business of the Partnership.

**SECTION 6.2. Major Decisions.** Notwithstanding the provisions of Section 6.1, without the prior written consent of all Partners in each instance (a "**Major Decision**"), the Company shall not:

(a) sell (including, without limitation, sell and leaseback), assign, pledge, transfer, give, dispose, hypothecate or otherwise encumber the Property or any Company Asset or any material part thereof or material interest therein, other than (i) personal property which may be disposed of or replaced due to wear and tear or obsolescence or otherwise in the ordinary course of business, (ii) easements and other property rights granted in the ordinary course of business, and (iii) subject to Section 6.2(d), in connection with debt incurred by the Company pursuant to the terms of this Agreement;

(b) acquire other real property, or any interest therein on behalf of the Company, either directly or indirectly, other than easements and other property rights acquired in connection with the ordinary operation of the Property;

(c) other than trade payables incurred in the ordinary course of business and Shortfall Loans, incur debt (including, without limitation, unaffiliated third-party debt incurred to repay any Shortfall Loans) in excess of \$250,000 in the aggregate on behalf of the Company, provided that General Partner shall endeavor to notify the other Partners at least five (5) Business Days prior to incurring any such debt in an amount less than \$250,000 (other than trade payables incurred in the ordinary course of business and Shortfall Loans), provided further that the unintentional failure of General Partner to so notify the other Partners shall not constitute a default under this Agreement or subject the General Partner to any liability on account thereof;

(d) amend, modify or terminate in any material respect any Financing Document (other than any Financing Document entered into in connection with indebtedness the incurrence of which does not constitute a Major Decision under Section 6.2(c)), which termination, modification or amendment could reasonably be expected to have a material adverse impact on the Company, provided that General Partner shall endeavor to notify the other Partners at least five (5) Business Days prior to any material termination, modification or amendment that could not reasonably be expected to have a material adverse impact on the Company, provided further that the unintentional failure of General Partner to so notify the other Partners shall not constitute

a default under this Agreement or subject the General Partner to any liability on account thereof;

- (e) merge or consolidate the Company with or into another Person;
- (f) execute and deliver any document which is prohibited under the Delaware Act, this Agreement or any Financing Document;
- (g) amend, modify or terminate this Agreement;
- (h) take any action not in furtherance of the stated purposes or intended business of the Company as set forth in this Agreement;
- (i) take any action under applicable bankruptcy, insolvency or similar laws with respect to the bankruptcy or insolvency of the Company;
- (j) enter into, terminate, modify or amend any lease of space at the Property for an area in excess of twenty-five percent (25%) of the aggregate rentable square feet of the improvements on the Property, which termination, modification or amendment could reasonably be expected to have a material adverse impact on the Company;
- (k) enter into any material Related Party Transaction;
- (l) make any single Capital Expenditure or group of Capital Expenditures in any Fiscal Year in excess of \$250,000;
- (m) initiate any action, suit, arbitration, or litigation ("**Litigation**") on behalf of the Company, except any Litigation initiated in the ordinary course of business or which could reasonably be expected to result in payment to the company of \$1,000,000 or less;
- (n) settle any Litigation except any Litigation which is covered in full by an insurance policy which is in effect (other than for any deductible which may apply) or that shall result in the payment by the Company of amounts in excess of \$250,000 to the counterparty in such Litigation;
- (o) settle or adjust any insurance claim or condemnation action that individually or, with respect to a series of related claims in any Fiscal Year, in the aggregate, exceeds \$500,000; or
- (p) approve any other matter set forth in this Agreement expressly requiring the approval of all the Partners.

All requests for approval of a Major Decision shall be made by the General Partner in writing and shall be accompanied by (x) pertinent information regarding such proposed Major Decision, and (y) a description of the Major Decision proposed to be taken by the Partnership and the basis on which the General Partner recommends taking the proposed Major Decision action (a "**Consent Notice**"). Each Consent Notice shall also specify the date by which the

Partners shall respond to such Consent Notice, which date shall be not less than thirty (30) days after delivery thereof to the Partners. If any Partner shall not deliver a written response to a proposed Major Decision prior to the date specified in the Consent Notice pertaining thereto, then such Partner shall be deemed to have consented to such Major Decision.

**SECTION 6.3. Duties and Conflicts.**

(a) The Partners, in connection with their respective duties and responsibilities hereunder, shall at all times act in good faith and, except as expressly set forth herein, any decision or exercise of right of approval, consent, disapproval or deferral of approval by a Partner is to be made by such Partner pursuant to the terms of this Agreement in good faith. Except for reimbursement of the General Partner's reasonable and actual out-of-pocket expenses (not including any general office overhead), and as otherwise expressly set forth herein, or as otherwise agreed to in writing by the Partners, no Partner or any partner, officer, shareholder or employee of any Partner shall receive any salary or other remuneration for its services rendered pursuant to this Agreement.

(b) Each Partner recognizes that the other Partners have or may have other business interests, activities and investments, some of which may be in conflict or competition with the business of the Company and that the other Partners are entitled to carry on such other business interests, activities and investments. No Partner shall be obligated to devote all or any particular part of its time and effort to the Company and its affairs.

(c) Any Partner or Affiliate thereof may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and neither the Company nor any Partner shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Partner or Affiliate thereof, or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Partner or its Affiliate shall not be deemed wrongful or improper, even to the extent the same are competitive with the business activities of the Company. No Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and any Partner or Affiliate thereof shall have the right to take for its own account (individually or as a partner, partner or fiduciary) or to recommend to others any such particular investment opportunity.

**SECTION 6.4. Company's Counsel.** To the extent that the General Partner deems necessary, the Company shall retain one or more law firms to be the Company's legal counsel (the "**Company Counsel**"). The fees and expenses of the Company Counsel shall be a Company expense. Nothing herein shall restrict the Company Counsel from acting as counsel to any Partner or any Affiliate of such Partner (at the expense of such Partner or Affiliate), and the Partners agree that Company Counsel may represent such Partner or any Affiliate of such Partner in any dispute involving any other Partner or the Company.



**SECTION 6.5. Exculpation/Indemnification.**

(a) No Partner shall be liable to the Company or to any Partner for any act performed or omitted to be performed by it on behalf of the Company provided such act or omission was taken in good faith, and did not constitute fraud, gross negligence or willful misconduct or constitute a material breach of this Agreement.

(b) The Partners shall be indemnified, defended and held harmless by the Company from and against any and all expenses (including reasonable attorneys' fees), losses, damages, liabilities, charges and claims of any kind or nature whatsoever including the cost of seeking to enforce this indemnification right (collectively "**Indemnified Losses**"), incurred by them in their capacities as Partners, arising out of or incidental to any act performed or omitted to be performed by any one or more of the Partners in good faith in their capacities as Partners and/or in connection with the business of the Company, including any act or omission constituting ordinary negligence of such Partners, provided that such act or omission did not constitute gross negligence, willful misconduct or fraud or constitute a material breach of this Agreement.

(c) The Company and the other Partners shall be indemnified and held harmless by each Partner from and against any and all Indemnified Losses arising out of or incidental to any act or omission taken in bad faith by such Partner, or any fraudulent act, gross negligence, or willful misconduct performed by such Partner or material breach of this Agreement by such Partner.

(d) All indemnification obligations under this Agreement shall also run to the benefit of any Affiliate of any Partner or any principal, partner, member, manager, shareholder, controlling person, officer, director, agent or employee of any of the aforesaid Persons.

**SECTION 6.6. Transactions with Related Parties.** No agreement or transaction (each, a "**Related Party Transaction**") between the Company on the one hand and any Partner or any Affiliate of any Partner (each, a "**Related Party**") on the other hand shall be void or voidable solely by reason of such relationship. The entering into of any Related Party Transaction by the Company shall not subject the participating Related Party or any of their respective Affiliates, or their respective officers, directors, managers, partners or stockholders to liability to the Company or any Partner if (i) all of the material facts as to the Related Party Transaction and the nature of any conflict of interest are disclosed or are known to the Partners prior to entering into the Related Party Transaction and (ii) the Partners approve such Related Party Transaction prior to the Related Party Transaction being entered into. In furtherance of the foregoing, the Partners acknowledge and agree that (i) Cedar or an Affiliate (provided such Affiliate is directly or indirectly wholly-owned by Cedar or CSCI and generally manages the other properties directly or indirectly owned by Cedar) shall, at Cedar GP's election, act as property manager for the Property pursuant to the form of property management agreement attached hereto as Exhibit C and shall be entitled to property management fees equal to four percent (4%) of gross revenues of the Company from and after the date hereof, construction management fees equal to five percent (5%) of total construction costs incurred from and after the date hereof by the Company in connection with capital improvements made on the Property

(provided, for certainty, that such fees shall not be payable with respect to any costs or expenses incurred by Cedar or any of its Affiliates in connection with any Tenant Improvements (as such term is defined in the Purchase and Sale Agreement)), and leasing fees equal to five percent (5%) of the base rents for the initial term of each lease for space on the Property entered into by the Company and two and five tenths percent (2.5%) of the base rents for renewal terms provided such fees shall not exceed 50% in the aggregate with respect to initial terms or 25% in the aggregate with respect to renewal terms, (ii) Cedar or its designated Affiliate shall be entitled to an acquisition fee for any real property (excluding the Property and any easements and other similar real property rights acquired in connection with the ordinary operation of the Property) acquired, directly or indirectly, by the Company or any wholly-owned direct or indirect subsidiary of the Company from and after the date hereof in an amount for such property equal to the lesser of one percent (1%) of the gross purchase price of such real property and \$150,000, (iii) Cedar or an Affiliate shall be entitled to a disposition fee for the Property (exclusive of any disposition made pursuant to Section 8.4 or Section 8.5 hereof) in an amount equal to the lesser of one half percent (.5%) of the gross sales price of the Property and \$150,000 and (iv) Cedar or its designated Affiliate shall be entitled to a loan origination fee for each new loan (excluding any Shortfall Loan or any loan to repay a Shortfall Loan, the incurrence of which is not a Major Decision under Section 6.2(c) obtained by the Company from and after the date hereof in an amount equal to the lesser of one half percent (.5%) of the loan amount and \$50,000. The aforementioned fees shall be paid to Cedar or its Affiliate pursuant to the terms of the property management agreement. In the event of a material default under a Related Party Transaction between the Company and Cedar or any Affiliate or permitted assignee thereof, if the General Partner shall not be using commercially reasonable efforts to cause such default to be remedied, HHUS shall have the right, upon not less than ten (10) Business Days notice to Cedar GP, to enforce the terms of such Related Party Transaction on behalf of the Company. If HHUS shall elect to enforce a Related Party Transaction on behalf of the Company, HHUS shall keep Cedar GP informed with respect thereto.

**SECTION 6.7. REIT Status.** Notwithstanding any provision of this Agreement to the contrary, the General Partner shall have the right to take any action (and to cause the Company to take any action) or to refrain from taking any action (and to cause the Company to refrain from taking any action) to ensure the continued qualification of CSCI as a real estate investment trust (“REIT”) and to avoid the imposition of taxes under Section 857 of the Code and Section 4981 of the Code, provided that the General Partner shall use commercially reasonable efforts (taking into consideration CSCI’s status as a REIT) to implement a course of action with respect to such action or omission which, to the extent consistent with the intent of this Section 6.7, minimizes or eliminates the adverse economic effect, if any, of such action or omission on the Company or the other Partners.

## **ARTICLE VII**

### **BOOKS AND RECORDS; RESERVES**

**SECTION 7.1. Bank Accounts.** The General Partner shall have authority to open bank accounts and designate signatories with respect thereto on behalf of the Company as it shall deem necessary or desirable for the management and operation of the Property and the conduct of Company business. One or more individuals designated by the General Partner, from time to

time, shall at all times be designated signatories with respect to all Company bank accounts. The Company's funds shall not be commingled with any other funds.

**SECTION 7.2. Books of Account.** The Company shall keep books of account and records showing the assets and liabilities, operations, transactions and financial condition of the Company and the Property on an accrual basis in accordance with generally accepted accounting principles, consistently applied. The books of account and records of the Company and the Property shall at all times be maintained at the principal office of the Company. All such books of account and records may be inspected, copied and audited by any Partner, its designees or representatives from time to time upon reasonable prior written notice to the General Partner at the office of the Company or other Person maintaining the same.

**SECTION 7.3. Operating Statements.**

(a) The General Partner shall, as a Company expense, at least once every calendar year have the Company's books and records audited by the Accountant. A copy of the annual audited financial statements shall be submitted promptly after completion to all Partners. General Partner shall use commercially reasonable efforts to cause such submission to occur not later than one hundred five (105) days after the end of each Fiscal Year.

(b) The General Partner shall furnish the following quarterly reports prepared for the Property on an accrual basis showing quarterly and year-to-date activity (without notice or demand) not later than the forty fifth (45th) day following the end of each calendar quarter:

- (i) an unaudited cash flow statement setting forth the calculation of Net Cash Flow and all disbursements of cash from the Company;
- (ii) an unaudited balance sheet for the Company;
- (iii) an unaudited profit and loss statement;
- (iv) banks statements and reconciliations for all accounts;
- (v) reconciliation of actual expenditures to budgeted expenditures; and
- (vi) in the event a Capital Transaction has occurred, an unaudited statement of the Net Proceeds of a Capital Transaction for such Capital Transaction.

(c) The General Partner shall, as a Company expense, use commercially reasonable efforts to cause to be filed all tax returns related to the Company and the Property in a timely manner. Each of the Partners shall promptly provide to the General Partner such information as may be in its possession as shall be necessary or appropriate for the preparation of such returns. No later than one hundred twenty (120) days after the end of each Fiscal Year of the Company, the Company shall, as a Company expense, furnish the Partners with all necessary tax reporting information required by the Partners

for the preparation of their respective federal, state and local income tax returns, including each Partner's pro rata share of income, gain, loss, deductions and credits for such Fiscal Year. The General Partner shall supervise the Accountant in the preparation of the Company's tax returns, the cost of which shall be a Company expense.

(d) Within one hundred twenty (120) days following the end of the Fiscal Year of the Company, the Company shall, as a Company expense, furnish each Partner with copies of the Company's federal partnership Return of Income and other income tax returns, together with each Partner's Schedule K-1 or analogous schedule, which returns shall be signed by the Tax Matters Partner on behalf of the Company and co-signed by the Accountant as preparer.

(e) Except as otherwise provided in this Agreement, all decisions as to accounting principles, whether for the Company's books or for income tax purposes (and such decisions may be different for each such purpose) and all elections available to the Company under applicable tax law, shall be made by the Tax Matters Partner. Upon the request of any Partner in connection with the transfer of all or part of such Partner's Company Interest, the Company shall make an election under Code Section 754. The General Partner shall not elect to have the Company classified as an association taxable as a corporation for federal income tax purposes and shall take any steps required to maintain the Company's classification as a partnership for such purposes.

(f) Cedar shall, at no cost or expense to Cedar, cooperate with HHUS in good faith in connection with the preparation of internal reports required to be prepared by or on behalf of HHUS, including providing readily available information to HHUS in connection therewith.

**SECTION 7.4. The Accountant.** The General Partner shall cause the Company to retain Wiser LP, Grant Thornton, Ernst & Young or any other recognized and reputable national or regional independent certified public accounting firm selected by the General Partner to be the accountant and auditor for the Company (the "**Accountant**"). The fees and expenses of the Accountant shall be a Company expense.

**SECTION 7.5. Tax Matters Partner.** The General Partner is hereby designated as the tax matters partner under Code Section 6231(a)(7) (the "**Tax Matters Partner**"). In addition to the duties described in Section 7.3(e) of this Agreement, the Tax Matters Partner shall manage audits of the Company conducted by the Internal Revenue Service or any other taxing authority pursuant to the audit procedures under the Code and the Treasury Regulations promulgated thereunder or other applicable law.

**SECTION 7.6. Annual Budget.** The General Partner shall prepare and deliver to the other Partners an annual budget for the Property for each Fiscal Year not later than sixty (60) days prior to the commencement of each Fiscal Year.

**ARTICLE VIII**  
**WITHDRAWALS; TRANSFERS OF COMPANY INTERESTS**

**SECTION 8.1. No Transfer.** No Partner may sell, assign, pledge, transfer, give, hypothecate or otherwise encumber, and no Partner or non-Partner may acquire, any direct interest in the Company (any such sale, assignment, pledge, transfer, gift, hypothecation, encumbrance or acquisition being hereinafter referred to as a “**Transfer**”) without (x) the prior written consent of all of the Partners, which may be granted or withheld in the sole and absolute discretion of the other Partners and (y) in the event of a Transfer of a limited partnership interest of the Company, the prior written consent of all of the TTV Partners, which may be granted or withheld in the sole discretion of such TTV Partners. Any Transfer of any Company Interest in contravention of this Article VIII shall be null and void and shall be deemed a material breach of the terms of this Agreement, and the other Partners shall have all the rights and remedies available under this Agreement and applicable law.

**SECTION 8.2. Succession by Operation of Law/Certain Permitted Transfers/ Prorations/Cooperation.** If any Company Interest is Transferred or proposed to be Transferred pursuant to this Article VIII, the parties hereto agree to reasonably cooperate with each other in good faith to structure such Transfer to avoid or minimize transfer fees to lenders and any transfer, deed or similar taxes due in connection therewith and, if so desired, to avoid termination of the Company for Federal income tax purposes. All expenses of the Company, including transfer taxes (if any), legal, accounting and general audit expenses, occasioned by the sale, assignment or transfer by a Partner of its Company Interest or the death, insanity, incompetence or Bankruptcy of a Partner, shall be paid by such Partner or, as applicable, by the transferee of such Partner’s Company Interest, promptly upon demand thereof, as a condition to the effectiveness of such Transfer. Notwithstanding the terms of Section 8.1, HHUS shall have the right, in its sole discretion, to assign up to seventy five percent (75%) of its Partnership Interest (i.e. sixty percent (60%) of the aggregate Partnership Interests) to a single Delaware limited partnership comprised of one or more Non-U.S. Persons as limited partners and Homburg Participates B.V. or an Affiliate as general partner (such single limited partnership, “**HP**”).

**SECTION 8.3. General Conditions Applicable to Transfers.**

(a) Notwithstanding anything in this Agreement to the contrary (including but not limited to any of the other sections of this Article VIII), in no event shall (i) any Transfer be made, recognized or consented to by the Partners or deemed effective unless such Transfer will not constitute or result in a material violation or default under any Financing Document or (ii) a Company Interest be Transferred to a Person who is the subject of any pending bankruptcy proceedings, or to an individual Person who is a minor or who otherwise lacks legal capacity, and any attempt to effect a Transfer to such a Person shall be void and of no effect and shall not bind the Company or (iii) a Company Interest be Transferred to a Person (A) named on any list of Persons and governments issued by OFAC pursuant to Executive Order 13224, as in effect on the date hereof, or any similar lists publicly issued by OFAC or any other department or agency of the United States of America (“**OFAC Lists**”), (B) included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of

the Persons referred to or described in the OFAC Lists, or (C) who has knowingly conducted business with or knowingly engaged in any transaction with any Person named on any of the OFAC Lists.

(b) In the event that any filing, application, approval or consent is required in connection with any Transfer, whether by any governmental entity or other third-party, the transferring Partner shall promptly make such filing or application or obtain such approval or consent, at its sole expense.

(c) Notwithstanding anything to the contrary contained in this Agreement, each Partner shall be an entity organized under the laws of the United States.

(d) Notwithstanding anything to the contrary contained in this Agreement (including but not limited to the other sections of this Article VIII), no Transfer of all or any portion of any Partner's Company Interest shall be binding upon the other Partners or the Company, and the Company shall be entitled to treat the record owner of any Company Interest as the absolute owner thereof in all respects, unless and until (i) true copies of the instruments of transfer executed and delivered pursuant to or in connection with such Transfer shall have been delivered to the General Partner, (ii) the transferee shall have delivered to the General Partner an executed and acknowledged assumption agreement pursuant to which the transferee assumes all the obligations of the transferor arising and accruing from and after the date of such Transfer under, and agrees to be bound by all the provisions of, this Agreement, (iii) the transferee shall have executed, acknowledged and delivered any instruments required under any applicable laws to effect such Transfer and, if applicable, its admission to the Company, and (iv) the transferee shall have executed and delivered such other instruments, documents and agreements reasonably required by the General Partner in connection with such Transfer which are consistent with the other terms hereof including, without limitation, a favorable opinion of counsel reasonably satisfactory to General Partner that such Transfer shall not constitute a violation of the Securities Act of 1933, as amended, or of any law or statute of any state and shall have no materially adverse federal income tax impact on the Partnership; provided, however, that no such opinion of counsel shall be required in connection with a Transfer to HP pursuant to and in accordance with the terms of the last sentence of Section 8.2. Upon compliance with the provisions of this Section 8.3(c), any Person who acquires a Company Interest in a transaction permitted by this Article VIII shall, unless otherwise provided in this Agreement, be admitted as a Partner. Except as otherwise set forth herein, upon the execution and delivery of such assumption agreement, the transferor shall have no further obligation hereunder after the date of the Transfer except that the transferor shall remain primarily liable for all accrued obligations (as of the date of Transfer) of the transferor under this Agreement, notwithstanding any Transfer pursuant to this Article VIII.

(e) Except as otherwise expressly provided herein, all reasonable costs and expenses incurred by the Company in connection with any Transfer of a Company Interest and, if applicable, the admission of a Person as a Partner hereunder, shall be paid by the transferor. Upon compliance with all provisions hereof applicable to any transferee of a Company Interest becoming a Partner, all Partners hereby agree to execute

and deliver such reasonable amendments hereto as are necessary to constitute such person or entity a Partner of the Company.

(f) If any Person acquires all or any part of the Company Interest of a Partner in violation of this Article VIII whether by operation of law, judicial proceeding, or other manner not expressly permitted hereunder, such Person shall have no rights under this Agreement with respect to the Company Interest so acquired.

(g) Prior to any Transfer described in the last sentence of Section 8.2, Cedar GP shall be offered the opportunity timely to review and, subject to any Netherlands regulatory requirements, approve all descriptive materials published and disseminated with respect to references to Cedar GP, Cedar LP, Cedar or any parent or subsidiary thereof (other than the Company) and its or their organizational and/or financial operations, structure or history, such approval not to be unreasonably withheld, conditioned or delayed, and shall be offered the opportunity to timely review all materials published and disseminated with respect to the Company, the Properties, the Partnership Interests and the transactions contemplated by this Agreement. HHUS and, if such Transfer shall occur, HP shall defend, indemnify and hold the Company, Cedar, Cedar GP, Cedar LP and the Affiliates, parents and subsidiaries of Cedar, Cedar GP and Cedar LP harmless of, from and against any and all Indemnified Losses (other than any special, consequential or punitive damages) arising out of or in connection with such Transfer or proposed Transfer. Notwithstanding anything to the contrary contained in this Agreement, the review and/or approval by Cedar GP of any materials with respect to any of the forgoing shall in no way relieve HP of any of its obligations pursuant to the terms of the immediately preceding sentence or result in liability to Cedar GP on account thereof.

(h) If Cedar shall no longer be directly or indirectly controlled by CSCP, Cedar LP shall pay all costs and expenses required to be paid by the Company pursuant to the Financing Documents on account thereof.

**SECTION 8.4. Buy/Sell Rights.**

(a) Either Cedar LP and Cedar GP acting collectively, on the one hand, and HHUS and, if applicable, HP acting collectively, on the other hand ("**Buy Sell Offeror**"), shall have the right from time to time to effect the provisions of this Section 8.4 at any time during the Buy/Sell Exercise Period by delivering written notice (the "**Buy Sell Notice**") to the other Partner ("**Buy Sell Offeree**") (A) of its intention to effect the provisions of this Section 8.4(a), and (B) designating its determination (which shall be made in its sole discretion) of the fair market value of the Property and all other Company Assets (the "**Buy Sell Property**") taking into account the obligation of the Purchasing Partner to repay or assume any existing mortgage indebtedness (the "**Buy Sell Purchase Price**").

(b) Upon receipt of the Buy Sell Notice given pursuant to Section 8.4(a) hereof, Buy Sell Offeree shall then be obligated either to:

(i) purchase the Buy Sell Property from the Company for cash at a price equal to the Buy Sell Purchase Price; or

(ii) allow the Company to sell the Buy Sell Property to Buy Sell Offeror for cash at a price equal to the Buy Sell Purchase Price,

and in each such instance the Company shall sell the Buy Sell Property to the Buy Sell Offeree or Buy Sell Offeror, as applicable. Buy Sell Offeree shall give written notice of its election to Buy Sell Offeror within thirty (30) days after receipt of the Buy Sell Notice (the date of election being the "**Buy Sell Election Date**"). Failure of Buy Sell Offeree to give Buy Sell Offeror notice within such time shall be a conclusive election under subsection (b)(ii) above.

(c) Within ten (10) Business Days after Buy Sell Offeree's election or deemed election under subsection 8.4(b), the Partner purchasing the Buy Sell Property (the "**Purchasing Partner**"; the Partner(s) not purchasing the Buy Sell Property being hereinafter referred to as the "**Non-Purchasing Partner**") shall deposit with the Escrow Agent in cash an amount equal to the greater of (I) Two Hundred Fifty Thousand Dollars (\$250,000) and (II) an amount equal to five percent (5%) of the Buy Sell Purchase Price ("**Buy Sell Deposit**"). If the Purchasing Partner shall fail to deposit the Buy Sell Deposit within such ten (10) Business Day period, the Purchasing Partner shall be in default hereunder, the Non-Purchasing Partner and the Company shall have all remedies available at law or in equity, and the Non-Purchasing Partner shall have the right, exercisable by delivery of written notice to the Purchasing Partner and the Company within ten (10) days of the expiration of such five (5) Business Day period, to purchase (pursuant to the terms of this Section 8.4) the Buy Sell Property for cash at a price equal to ninety five percent (95%) of the Buy Sell Purchase Price. If the Non-Purchasing Partner does not elect to purchase the Buy Sell Property, the rights of the Partners under this Section 8.4 shall be as they were prior to the delivery of the applicable Buy Sell Notice, except that the Purchasing Partner shall lose its right to initiate the buy sell procedures for a period of eighteen (18) months following the date of the Buy/Sell Notice. The charges of the Escrow Agent shall be paid by the Company. The Escrow Agent shall hold the Buy Sell Deposit in an interest bearing account pursuant to a written agreement among the Company and the Purchasing Partner and the Escrow Agent, which agreement shall be satisfactory to such parties in the exercise of their respective reasonable discretion and shall provide, among other things, that the Escrow Agent shall not commingle the Buy Sell Deposit with any other funds. In the event of a closing pursuant to the terms of this subsection 8.4(c), the Buy Sell Deposit, together with any interest earned thereon, shall be credited against the Buy Sell Purchase Price and paid to the Company. In the event of a default by the Purchasing Partner in its obligation to purchase the Buy Sell Property pursuant to, and in accordance with, the terms of this subsection 8.4(c) (other than the failure of the Purchasing Partner to make the Buy Sell Deposit as aforesaid), the Buy Sell Deposit, and any interest thereon, shall be paid to the Company by the Escrow Agent promptly following written request therefor as the Non-Purchasing Partner's and Company's sole and exclusive remedy, and the Non-Purchasing Partner shall have the right, exercisable by delivery of written notice to the Purchasing Partner and the Company within thirty (30) days of the Company's receipt of the Buy Sell Deposit, to purchase (pursuant to the terms of this Section 8.4) the Buy Sell Property



for cash at a price equal to the Buy Sell Purchase Price. If the Non-Purchasing Partner does not elect to purchase the Buy Sell Property, the rights of the Partners under this Section 8.4 shall be as they were prior to the delivery of the applicable Buy Sell Notice, except that the Purchasing Partner shall lose its right to initiate the buy sell procedures for a period of eighteen (18) months following the date of the Buy/Sell Notice. If the Non-Purchasing Partner shall cause the Company to default in any of its obligations under this subsection 8.4(c), the Buy Sell Deposit, and any interest earned thereon, shall be returned to the Purchasing Partner promptly following written request therefor, the Purchasing Partner shall have all other remedies available to it at law or in equity (including, without limitation, an action for specific performance), and the Non-Purchasing Partner shall lose its right to initiate the buy sell procedures for a period of eighteen (18) months following the date of the Buy/Sell Notice. Upon deposit by the Purchasing Partner of the Buy Sell Deposit with the Escrow Agent as aforesaid, (i) a binding contract shall be deemed to exist between the Company and the Purchasing Partner with respect to the Buy Sell Property, and (ii) the closing shall be held pursuant to an escrow arrangement acceptable to the Purchasing Partner and the Company in the exercise of their reasonable judgment on a Business Day selected by the Purchasing Partner not less than thirty (30) days and not more than one hundred twenty (120) days from the Buy Sell Election Date. The Purchasing Partner shall pay the Buy Sell Purchase Price (less the Buy Sell Deposit and any interest earned thereon and as adjusted as provided herein) by wire transfer of immediately available federal funds to an account designated in writing by the Company. At the closing, the Company shall deliver to Purchasing Partner a limited warranty deed for the Property, subject to all encumbrances of record, an assignment of leases, contracts, and general intangibles, a bill of sale, and any other documents necessary to effectuate such transfer. Any transfer, deed, documentary stamp or other tax due in connection with a Transfer of the Property pursuant to this Section 6.10(c) shall be paid by the Non-Purchasing Partner. In addition, at the closing, (i) items of income and expense with respect to the Property shall be apportioned as of 11:59 p.m. of the day preceding the closing date in accordance with local custom and (ii) the Purchasing Partner, at its expense, shall cause the Property to be transferred free and clear of all mortgage financings unless the Purchasing Partner shall elect to assume such mortgage financings, and the assumption is permitted by the terms of the applicable Financing Documents or consent for such assumption is obtained (in which event the Buy Sell Purchase Price shall be adjusted accordingly). All costs and expenses incurred in connection with assuming such mortgage financings shall be paid by the Purchasing Partner.

(d) The Partners shall cooperate with each other to effectuate a transfer of the Property in a manner that will minimize transfer and other taxes and, if applicable, loan assumption fees including, without limitation, structuring (subject to Section 8.4(e)) any such transfer as an entity transfer to the extent reasonably feasible.

(e) Subject to the prior written approval of all of the Partners and TTV Partners, the Purchasing Partner may, at its option, elect to acquire (and to have an Affiliate acquire the General Partner's interests if the acquisition is to be of both general partner and limited partnership interests, in which case such Affiliate shall be deemed included within the term Purchasing Partner for purposes of this paragraph) all of the

Company Interests in the Non-Purchasing Partner in lieu of acquiring the Property by deed. If the Purchasing Partner shall elect to acquire all of the Company Interests in the Non-Purchasing Partner, the Non-Purchasing Partner shall deliver to the Purchasing Partner or its designee an assignment of all of the Non-Purchasing Partner's Company Interest, which such assignment shall be free and clear of all legal and equitable claims (other than the legal and equitable claims, if any, of the Purchasing Partner pursuant to this Agreement) and all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full force and effect following the closing). At the closing, the Non-Purchasing Partner and the Purchasing Partner shall execute an agreement acceptable to the Non-Purchasing Partner and the Purchasing Partner in the exercise of their reasonable judgment whereby (X) each shall represent and warrant to the other that each is duly organized, validly existing, has the necessary corporate power and authority to consummate the subject transactions and requires no consents which have not been obtained and (Y) the Non-Purchasing Partner shall represent to the Purchasing Partner that the Non-Purchasing Partner is the owner of its Company Interest free and clear of all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full force and effect following the closing) and that the Transfer is being made free and clear of all legal and equitable claims (other than the legal and equitable claims of the Purchasing Partner pursuant to this Agreement).

(f) The Purchasing Partner may, at its option, cause the Buy Sell Property to be acquired by one or more of Purchasing Partner's designees (or, if the provisions of the prior paragraph are applicable, and the prior written approval of all of the Partners and TTV Partners has been obtained, to cause any Company Interest held by a Non-Purchasing Partner to be purchased by the Purchasing Partner and/or any one or more of the Purchasing Partner's designees with appropriate modifications to the purchase agreement referred to in such paragraph); provided that any such assignment of the Purchasing Partner's rights hereunder for purposes of accomplishing such purchase by any such designee shall not relieve the Purchasing Partner of any obligation or liability with respect thereto.

(g) Each Partner agrees that it shall be reasonable and cooperate with the other Partners, including, without limitation, executing any documents which may be reasonably required, in order to consummate the transactions contemplated by this Section 8.4.

(h) For purposes of the terms of this Section 8.4, Cedar LP and Cedar GP shall be deemed to be one Partner and shall act collectively except solely to the extent that the interests of each are to be transferred to different purchasers and, if HP shall acquire a Company Interest, HHUS and HP shall be deemed to be one Partner and shall act collectively except solely to the extent that the interests of each are to be transferred to different purchasers.

**SECTION 8.5. Right of First Refusal.**

(a) Upon receipt by the Company of a bona fide, arm's length offer to sell the Property (which offer shall contain the material terms of the proposed transaction), the General Partner shall send a notice to the other Partners (which notice shall include a copy of such offer). In the event that a Partner elects, in its sole discretion, to consent to the sale of the Property on the terms of the offer, such Partner shall deliver notice of such acceptance (an "**Acceptance Notice**") to the General Partner with copies to the other Partners. In the event that all of the Partners deliver Acceptance Notices to the General Partner, the General Partner shall, prior to accepting the offer on behalf of the Company, provide Cedar LP with a right of first refusal to acquire the Property on the same terms and conditions as contained in such offer. Cedar LP shall have fifteen (15) days from the date on which all of the Partners have delivered an Acceptance Notice to the General Partner to agree to purchase the Property on the terms contained in such offer. If Cedar LP agrees to purchase the Property on the terms contained in the offer by delivering a written notice of such acceptance to the other Partners and, within ten (10) Business Days after delivery of such notice, depositing with the Escrow Agent the deposit provided for in the terms of the offer, or if such terms do not provide for a deposit, an amount equal to the greater of \$250,000 and five percent (5%) of the proposed purchase price (the "**ROFR Deposit**"), a binding contract of sale shall be deemed to exist between Cedar LP and the Company with respect to the purchase and sale of the Property. If Cedar LP does not elect to purchase the Property in accordance with the terms of such offer within such fifteen-day period, or fails to deliver the ROFR Deposit to the Escrow Agent within such ten Business Day period, the Company shall have the right to sell the Property pursuant to the terms of such offer. Notwithstanding the foregoing, if the sale shall not be consummated pursuant to the terms of such offer within one hundred twenty (120) days, or if the terms of such offer are changed in a manner materially detrimental to the Company, the Company shall once again comply with the terms of this Section 8.5 prior to consummating a sale of the Property.

(b) If Cedar LP elects to purchase the Property, it may, at its option, cause the Property to be acquired by one or more of its designees, provided that any such assignment of Cedar LP's rights hereunder for the purpose of accomplishing such purpose shall not relieve Cedar LP of any obligation or liability with respect thereto.

(c) The Company and each of the Partners shall cooperate in good faith with Cedar LP in connection with any such acquisition.

(d) Subject to the prior written approval of all of the Partners and TTV Partners, Cedar LP may, at its option, elect to acquire all of the Company Interests of HHUS in lieu of acquiring the Property by deed. If Cedar LP shall elect to acquire all of the Company Interests of HHUS, the purchase price shall be adjusted equitably by the Partners, and HHUS shall deliver to Cedar LP or its designee an assignment of all of the Company Interests of HHUS, which such assignment shall be free and clear of all legal and equitable claims (other than the legal and equitable claims, if any, of Cedar LP pursuant to this Agreement) and all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full

force and effect following the closing). At the closing, Cedar LP and HHUS shall execute an agreement acceptable to each of Cedar LP and HHUS in the exercise of their reasonable judgment whereby (i) each shall represent and warrant to the other that each is duly organized, validly existing, has the necessary corporate power and authority to consummate the subject transactions and requires no consents which have not been obtained and (ii) HHUS shall represent to Cedar LP that it is the owner of its Company Interest free and clear of all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full force and effect following the closing) and that the Transfer is being made free and clear of all legal and equitable claims (other than the legal and equitable claims of Cedar LP pursuant to this Agreement).

**SECTION 8.6. Bankruptcy or Withdrawal of a Partner.** Upon the occurrence of a Bankruptcy Event or any other occurrence with respect to a Partner of any event which under the Delaware Act causes the Partner to cease to be a partner of a limited partnership (a "**Withdrawal Event**"), the Partner affected by such Withdrawal Event shall, unless the other Partners shall otherwise consent within ninety (90) days of such Withdrawal Event, be deemed to have withdrawn as a Partner on the expiration of such ninety (90) day period. In the event that a Partner is deemed to have withdrawn from the Company pursuant to this Section 8.6, then such Partner (a "**Withdrawn Partner**") shall continue to have the rights of an assignee of its Company Interest which was not admitted as a Partner and shall not be entitled to participate in the management of the Company or to vote, approve or consent to any matter for which the vote, approval or consent of any Partners is required. Unless the Partners (other than the Withdrawn Partner) otherwise agree, the Company shall not terminate or dissolve upon the occurrence of a Withdrawal Event, provided (to the extent required by any Financing Document) that in the event that the Company has two or more General Partners at least one of which is solvent, the Partners shall not agree to terminate or dissolve the Company upon the occurrence of a Withdrawal Event. No Partner shall withdraw or retire from the Company without the prior written consent of all of the other Partners and TTV Partners, except in connection with a Transfer of its entire Company Interest as expressly permitted under and in accordance with the terms of this Agreement. In furtherance of the foregoing, each Partner hereby waives any and all rights such Partner may have to withdraw and/or resign from the Company pursuant to Sections 17-602 and 17-603 of the Delaware Act and hereby waives any and all rights such Partner may have to receive the fair value of such Partner's Company Interest upon such resignation and/or withdrawal pursuant to Section 17-604 of the Delaware Act, and such Partner shall continue to hold its Company Interest in accordance with the provisions hereof.

**SECTION 8.7. Death or Incompetency of an Individual Partner.** Upon the death or legal incompetency of an individual Limited Partner (including a substituted Limited Partner), his or her legally authorized personal representatives shall have all of the rights of a Limited Partner for the purpose of settling or managing his or her estate, and shall have such power as the decedent, incompetent, bankrupt or insolvent individual Limited Partner possessed hereunder to make an assignment of his or her interest in the Partnership in accordance with the terms hereof. No such representative shall be admitted as a Limited Partner in the Partnership except in compliance with the provisions of Section 8.1 and Section 12.3 hereof.

**SECTION 8.8. Withdrawal Rights.** If at any time the Partnership shall have more than one General Partner, a General Partner may withdraw as a General Partner of the Partnership upon obtaining the written consent of all of the other Partners and, except in the event of a withdrawal by Cedar GP, the TTV Partners, to such withdrawal. From and after the effective date of any such withdrawal, the withdrawing General Partner shall automatically cease to serve as the General Partner of the Partnership and such General Partner's Company Interest shall be deemed to be converted to a limited partnership interest in the Partnership and all references in this Agreement to the "General Partner" shall be deemed to be references to the remaining General Partner only.

**SECTION 8.9. Transparent Status.**

(a) Any Limited Partner that is a Tax Transparent Vehicle (a "**Limited Partner TTV**") shall provide in its partnership agreement or other constitutional documents that (i) the general partner (or its functional equivalent) of such Limited Partner TTV shall have the authority in its sole discretion to approve the admission or substitution of limited partners (or the functional equivalent) of such Limited Partner TTV or (ii) the consent of all of the partners in such Limited Partner TTV shall be required in connection with such Limited Partner's consent to a Transfer of a limited partnership interest in the Company.

(b) If the Company shall invest as a limited partner in a Tax Transparent Vehicle (a "**Subsidiary TTV**"), the constitutional documents or bylaws of such Subsidiary TTV shall require the prior written consent of all of the Partners for any transfer of partnership interests in such Subsidiary TTV.

(c) If applicable, upon the request of HP in connection with HP's admission to the Company and from time to time thereafter, Cedar LP shall provide to HP excerpts from Cedar's limited partnership agreement for purposes of allowing HP to determine whether Cedar shall not qualify as a transparent entity for Dutch tax purposes. If Cedar shall amend its limited partnership agreement to provide that the consent of all limited partners is needed for the issuance or transfer of a limited partner interest in Cedar, Cedar GP shall provide written notice to HP of such event.

**ARTICLE IX**  
**BROKERS**

**SECTION 9.1. Brokers.** Each Partner represents and warrants to the other Partners that it has not dealt with any real estate broker or finder in connection with the formation of the Company or the transactions contemplated herein. Each Partner agrees to indemnify and hold harmless the other Partners and the Company from and against any actions, claims or demands for any commissions or fees and all Indemnified Losses arising from a breach of the foregoing representation and warranty.

**ARTICLE X**  
**TERMINATION**

**SECTION 10.1. Dissolution.** Except as hereinafter provided to the contrary, the Company shall be dissolved and its business wound up upon the happening of any of the following events, whichever shall first occur:

(a) The sale, condemnation or other disposition of all or substantially all of the Property and the other Company Assets and the receipt of all consideration therefor except that if non-monetary consideration is received upon such disposition the Company shall not be dissolved pursuant to this clause until such consideration is converted into money or money equivalent;

(b) At any time that there is no General Partner or any limited partners unless the remaining partners take the necessary action pursuant to Section 17-802(3) or (4) of the Delaware Act, as applicable, to continue the Company.

(c) The occurrence of any event, other than those referred to in paragraph (b), which causes dissolution of a limited partnership under the Delaware Act, unless the Partners agree to continue the Company pursuant to the Delaware Act.

**SECTION 10.2. Termination.** Notwithstanding any other provision of this Agreement, in all cases of dissolution of the Company, the business of the Company shall be wound up and the Company terminated as promptly as practicable thereafter, and each of the following shall be accomplished:

(a) The Liquidating Partner shall cause to be prepared (i) statements setting forth the assets and liabilities of the Company as of the date of dissolution and as of the date of complete liquidation, a copy of such statements shall be furnished to all of the Partners and (ii) a report in reasonable detail of the manner or disposition of assets.

(b) The property and assets of the Company shall be liquidated by the Liquidating Partner as promptly as possible, but in an orderly and businesslike and commercially reasonable manner. The Liquidating Partner may, in the exercise of its business judgment and if commercially reasonable, determine to defer the sale of all or any portion of the property and assets of the Company if deemed necessary or appropriate to realize the fair market value of any such property or assets.

(c) The proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:

(i) To the payment of (x) the debts and liabilities of the Company (including any outstanding amounts due on any recourse indebtedness encumbering the Property, or any part thereof) and (y) the expenses of liquidation.

(ii) To the setting up of any reserves which the Liquidating Partner shall determine in its commercially reasonable judgment to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of

the Company or the Partners arising out of or in connection with the Company. Such reserves may, in the commercially reasonable discretion of the Liquidating Partner, be paid over to a national bank or national trust company selected by the Partners and authorized to conduct business as an escrow agent to be held by such bank or trust company as escrow agent for the purposes of disbursing such reserves to satisfy the liabilities and obligations described above, and at the expiration of such period distributing any remaining balance as provided in clause (iv) below.

(iii) The balance to the Partners in accordance with the provisions of Sections 4.3.

Distributions pursuant to the preceding clause (iii) shall be made by the end of the Fiscal Year during which the dissolution of the Company occurs (or, if later, within ninety (90) days of such dissolution). To the fullest extent permitted by applicable law, the Partners hereby waive any rights to distributions under Section 17-604 of the Delaware Act.

(d) The Liquidating Partner shall cause the filing of the Certificate of Cancellation pursuant to Section 17-203 of the Delaware Act and shall take all such other actions as may be necessary to terminate the Company.

**SECTION 10.3. Liquidating Partner.**

(a) The term “**Liquidating Partner**” shall mean (i) the General Partner in the case of a termination of the Company pursuant to clause (a) of Section 10.1 hereof, (ii) Cedar GP in the case of a termination of the Company pursuant to clause (c) of Section 10.1 hereof if HHUS shall be the Partner causing the termination event pursuant to said clause, (iii) HHUS in the case of a termination of the Company pursuant to clause (c) of Section 10.1 hereof if Cedar LP or Cedar GP shall be the Partner causing the termination event pursuant to said clause, and (iv) the last remaining Partner (or its personal representative or nominee) in the case of a termination of the Company pursuant to clause (b) of Section 10.1 hereof.

(b) Without limiting the foregoing, the Liquidating Partner shall, upon the dissolution and upon completion of the winding up of the affairs of the Company, file appropriate certificate(s) to such effect in the proper governmental office or offices under the Delaware Act as then in effect. Notwithstanding the foregoing, each Partner, upon the request of the Liquidating Partner, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidating Partner shall reasonably request to effectuate the proper dissolution and termination of the Company, including the winding up of the business of the Company.

**SECTION 10.4. No Redemption.** The Company may not acquire, by purchase, redemption or otherwise any Company Interest of any Partner.

**SECTION 10.5. Governance.** Notwithstanding a dissolution of the Company, until the termination of the business of the Company, the affairs of the Partners, as such, shall

continue to be governed by this Agreement. The Liquidating Partner shall be subject to the same restrictions on transactions with related parties or involving conflicts of interest as applied prior to the dissolution of the Company, including but not limited to the consent requirements set forth herein of any such transaction. The Liquidating Partner shall also be required to perform its duties under this Agreement using the same standard of care that would be required of the Liquidating Partner if the Liquidating Partner was acting as the General Partner.

**SECTION 10.6. Return of Capital.** No Partner shall have any right to receive the return of its Capital Contribution or to seek or obtain partition of assets of the Company, other than as expressly provided in this Agreement.

**ARTICLE XI**  
**POWER OF ATTORNEY**

Each of the Limited Partners hereby irrevocably constitutes and appoints the General Partner, or any successor General Partner, its true and lawful attorney-in-fact with the power and authority to act in such Limited Partner's name and on his behalf in his place and stead, upon five (5) Business Days notice to such Limited Partner, to make, execute, acknowledge, file and record the following documents:

(a) Amendments to this Agreement as required by the laws of the State, or by any other state, including amendments required for the admission or substitution of a Limited Partner, the admission or substitution of a General Partner, and the continuation of the business of the Partnership after the withdrawal or removal of a General Partner;

(b) Any cancellation of this Agreement as required by the laws of the State upon dissolution or termination of the partnership;

(c) Amendments to the Certificate as required under the laws of the State, or the laws of any other state in which such Certificate (and amendments) are required to be filed or recorded;

(d) All such other instruments, documents and certificates which may from time to time be required by the laws of the State, the United States of America or any other jurisdiction which the Partnership shall determine to do business in accordance with the terms of this Agreement, or any other political subdivision or agency thereof, to effectuate, implement, continue and defend the validity and existence of the Partnership; and

(e) Any business certificate, fictitious name certificate, certificate of limited partnership, amendment thereto or other instrument or document of any kind necessary to accomplish the business, purposes and objectives of the Partnership.

The power of attorney hereby granted to the General Partner is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death of any Limited Partners that are individuals. This power of attorney may be exercised by the General Partner for each Limited Partner by listing all of the Limited Partners executing any instrument with a signature of the General Partner acting as attorney-in-fact for all of them. In addition, this power



of attorney shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest; except that where the transferee of a Limited Partner has been approved by the General Partner for admission to the Partnership as a substitute Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, and file any instrument necessary to effect such substitution.

**ARTICLE XII**  
**MISCELLANEOUS**

**SECTION 12.1. Further Assurances.** Each Partner agrees to execute, acknowledge, deliver, file, record and publish such further reasonable certificates, amendments to certificates, instruments and documents, and do all such other reasonable acts and things as may be required by law, or as may be required to carry out the intent and purposes of this Agreement so long as any of the foregoing do not materially increase any Partner's obligations hereunder or materially decrease any Partner's rights hereunder.

**SECTION 12.2. Notices.** All notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by personal delivery (including by hand or reputable international courier service) or facsimile or United States, Canada or Netherlands, as applicable, registered or certified air mail (postage prepaid, return receipt requested) addressed as hereinafter provided, provided, however, that any Notice given by facsimile shall also be given by personal delivery or United States, Canada or Netherlands, as applicable, registered or certified air mail. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by facsimile, the date on which such facsimile is transmitted and confirmation of delivery thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or attempted delivery, if such mailing is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties listed below as follows:

(i) If to the Company, Cedar GP or Cedar LP, to:

Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, NY 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

with a copy to:

Steven Moskowitz, Esq.  
Stroock & Stroock & Lavan LLP  
180 Maiden Lane

New York, New York 10038  
Fax Number: (212) 806-6006

(ii) If to HHUS, to:

Homburg Invest Inc.  
1741 Brunswick Street, Suite 600  
Halifax, NS B3J-3X8  
Attention: Richard Stolle  
Facsimile: 902-468-2457

and to:

Homburg Invest Inc.  
11 Akerley Blvd., Suite 200  
Dartmouth, NS B3B-1V7  
Attention: Gordon Lawlor  
Facsimile: 902-469-6776

and to:

Homburg Holdings (U.S.), Inc.  
559 East Pikes Place Avenue  
Suite 320  
Colorado Springs, Colorado 80903  
Attention: Robert W. Harris  
Facsimile: 719-633-0278

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Steven Simkin, Esq.  
Facsimile: (212) 492-0073

and to:

The DeCaro Law Firm, PC  
47 Aspen Court  
Evergreen, CO 80439  
Attention: Phillip S. DeCaro, Esq.  
Facsimile: (303) 679-3327

(iii) If to HP (to the extent HP shall be a Partner):

Homburg Participates B.V.  
Beckerijnghstraat 36  
3762 EX Soest  
Netherlands  
Attention: Remco de Louwer  
Facsimile: 011 3135609-1630

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Steven Simkin, Esq.  
Facsimile: (212) 492-0073

Any Partner may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Section. Copies of all Notices required to be sent by a Partner to the Company under the terms of this Agreement shall also be sent to each Partner in accordance with the terms hereof.

**SECTION 12.3. Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof).

**SECTION 12.4. Captions.** All titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**SECTION 12.5. Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular and plural, as the identity of the party or parties may require.

**SECTION 12.6. Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and permitted assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors and permitted assigns.

**SECTION 12.7. Extension Not a Waiver.** Except as otherwise expressly provided herein, no delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a Partner or the Company shall impair or affect the right of such Partner or the Company thereafter to exercise the same. Any extension of time or other indulgence granted to a Partner hereunder shall not otherwise alter or affect any power, remedy or right of any other Partner or of the Company.

**SECTION 12.8. Construction.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or any third party. No Partner shall be obligated personally for any debt, obligation or liability of the Company solely by being a Partner of the Company. Without the consent of all the Partners, the Company shall not do business in or otherwise have contact with any jurisdiction other than Delaware and the Commonwealth in which the Property is located if such would result in any Partner being obligated personally for any debt, obligation or liability of the Company solely by reason of being a Partner of the Company and exercising its rights under this Agreement and the Delaware Act.

**SECTION 12.9. Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.

**SECTION 12.10. Consents.** Except as otherwise expressly provided herein, any consent or approval to any act or matter required under this Agreement must be in writing and shall apply only with respect to the particular act or matter to which such consent or approval is given, and shall not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.

**SECTION 12.11. Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. Amendments, variations, modifications or changes herein may be made effective and binding upon the parties by, and only by, the setting forth of same in a document duly executed by each party, and any alleged amendment, variation, modification or change herein which is not so documented shall not be effective as to any party.

**SECTION 12.12. Consent to Jurisdiction.** Any action, suit or proceeding in connection with this Agreement may be brought against any Partner or the Company in a court of record of the State of New York, County of New York, or in the United States District Court for the Southern District of New York, each Partner and the Company hereby consenting and submitting to the jurisdiction thereof. Service of process may be made upon any Partner or the Company, by certified or registered mail, at the address to be used for the giving of notice to such Partner under Section 11.2. Each Partner hereby appoints Corporation Service Company, 80 State Street, Albany, New York 12207 as its agent for service of process, with any fees therefore to be borne by the Company. Nothing herein shall affect the right of any Partner to commence legal proceedings or otherwise to proceed against any other Partner or the Company in any other jurisdiction or to serve process in any manner permitted by applicable law. In any action, suit or proceeding in connection with this Agreement, each Partner and the Company hereby waives trial by jury, and any claim that New York County or the Southern District of New York is an inconvenient forum.

**SECTION 12.13. Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

**SECTION 12.14. Tax Election.** The Partners shall take all actions necessary to cause the Company to be treated as a partnership for federal, state and, if applicable, local income tax purposes.

**SECTION 12.15. Intentionally Deleted.**

**SECTION 12.16. Representations and Warranties.**

(a) Cedar LP represents and warrants and covenants as follows:

(i) Cedar LP is a **[limited liability company]** duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) The execution and delivery of this Agreement and all other documents, instruments and agreements to be executed in connection with the transactions contemplated by this Agreement (the “**Transaction Documents**”) have been duly and validly authorized by all necessary actions of Cedar LP, and shall constitute the legal, valid and binding obligations of Cedar LP enforceable against Cedar LP in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors’ rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(iii) No consent, waiver, approval or authorization of or notice to any other Person (including any governmental entity) is required to be made, obtained or given by Cedar LP in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.

(iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both,

(i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which Cedar LP is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a governmental entity applicable to Cedar LP, or by which it or its assets or properties are bound, or

(ii) result in the creation of any lien or encumbrance upon Cedar LP or its assets.

(b) Cedar GP represents and warrants and covenants as follows:

(i) Cedar GP is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

(ii) The execution and delivery of this Agreement and all other Transaction Documents have been duly and validly authorized by all necessary actions of Cedar GP, and shall constitute the legal, valid and binding obligations

of Cedar GP enforceable against Cedar GP in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(iii) No consent, waiver, approval or authorization of or notice to any other Person (including any governmental entity) is required to be made, obtained or given by Cedar GP in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.

(iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which Cedar GP is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a governmental entity applicable to Cedar GP, or by which it or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon Cedar GP or its assets.

(c) HHUS represents and warrants and covenants as follows:

(i) HHUS is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado.

(ii) The execution and delivery of this Agreement and all other Transaction Documents have been duly and validly authorized by all necessary actions of HHUS and shall constitute the legal, valid and binding obligations of HHUS enforceable against HHUS in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(iii) No consent, waiver, approval or authorization of or notice to any other Person (including any governmental entity) is required to be made, obtained or given by HHUS in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.

(iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which HHUS is a party or by which it is bound,

or (B) any judgment, decree, order, statute, injunction, rule or regulation of a governmental entity applicable to HHUS or by which HHUS or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon HHUS or its assets.

(v) HHUS is a wholly owned indirect subsidiary of Homburg Invest, Inc., a Canadian corporation.

(d) If HP shall be admitted to the Company (if applicable), HP represents and warrants and covenants as follows:

(i) HP is a Delaware limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) The execution and delivery of this Agreement and all other Transaction Documents have been duly and validly authorized by all necessary actions of HP and shall constitute the legal, valid and binding obligations of HP enforceable against HP in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(iii) No consent, waiver, approval or authorization of or notice to any other Person (including any governmental entity) is required to be made, obtained or given by HP in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.

(iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which HP is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a governmental entity applicable to HP or by which HP or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon HP or its assets.

(v) The general partner of HP is Homburg Participates B.V. or an entity Controlled by Homburg Participates B.V.

**SECTION 12.17. Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, but subject to the terms of the immediately succeeding sentence, no recourse shall be had for the payment of any loans or other payments due or for any other claim under this Agreement or based on the failure of performance or observance of any of the terms and conditions of this Agreement against any Partner (for the avoidance of doubt, including the

General Partner), any Affiliate of any Partner, or any principal, partner, partner, manager, shareholder, controlling person, officer, director, agent or employee of any of the aforesaid Persons or any of their respective assets other than such Partner's interest in the Company or assets of the Company to which such Partner is entitled under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise, nor shall any of such Persons be personally liable for any contributions, loans, payments or claims, or personally liable for any deficiency judgment based thereon or with respect thereto, it being expressly understood that the sole remedies of the Company or any other Partner with respect to such amounts and claims shall be against such interest in the Company and the assets of the Company to which such Partner is entitled and as otherwise expressly set forth in this Agreement, and that all such liability of the aforesaid Persons, except as expressly provided in this Section 12.17, is expressly waived and released as a condition of, and as consideration for, the execution of this Agreement and the admission of each Partner to the Company. Notwithstanding the terms of the immediately preceding sentence, nothing contained in this Agreement (including, without limitation, the provisions of this Section 12.17), (i) shall constitute a waiver of any obligation of a Partner under this Agreement, (ii) shall be taken to prevent recourse to and the enforcement against such Partner's Company Interest and the assets of the Company to which such Partner is entitled for all of the respective liabilities, obligations, and undertakings of the aforesaid Persons contained in this Agreement, (iii) shall be taken to limit or restrict any action or proceeding against any of the aforesaid Persons which does not seek damages or a money judgment or does not seek to compel payment of money (or the performance of obligations which would require the payment of money) by any of the aforesaid Persons, or (iv) shall constitute a waiver of any contractual obligations of any of the aforesaid Persons pursuant to contracts and agreement between any such Person and the Company.

**SECTION 12.18. Company Name.** If, at any time, the Company name shall include the name of, or any trade name used by, a Partner or any of its Affiliates, neither the Company nor any other Partner shall acquire any right, title or interest in or to such name or trade name.

**SECTION 12.19. Ownership of Company Property.** The interest of each Partner in the Company shall be personal property for all purposes. All real and other property owned by the Company shall be deemed owned by the Company as Company property. No Partner, individually, shall have any direct ownership of such property and title to such property shall be held in the name of the Company.

**SECTION 12.20. Time of the Essence.** Except as otherwise expressly provided in this Agreement, time shall be of the essence with respect to all time periods set forth in this Agreement.

**SECTION 12.21. Status Reports.** Recognizing that each Partner may find it necessary from time to time to establish to third parties, such as accountants, banks, mortgagees, prospective transferees of their Company Interest, or the like, the then current status of performance of the Property and the Company hereunder, each Partner shall, within ten (10) Business Days following the written request of another Partner made from time to time, furnish a written statement on the status of the following:



(a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications);

(b) stating whether or not to the best knowledge of such certifying Partner (i) the requesting Partner in the Company is in default in keeping, observing or performing any of the terms contained in this Agreement and, if in default, specifying each such default (limited to those defaults of which the certifying Partner has knowledge), and (ii) there has occurred an event that with the passage of time or the giving of notice, or both, would ripen into a default hereunder on the part of the requesting Partner (limited to those events of which the certifying Partner has knowledge); and

(c) to the best of the knowledge and belief of the Partner making such statement, with respect to any other matters as may be reasonably requested by the requesting Partner.

Such statement may be relied upon by the requesting Partner and any other Person for whom such statement is requested, but no such statement shall operate as a waiver as to any default or other matter as to which the Partner executing it did not have actual knowledge.

**SECTION 12.22. Waiver of Partition.** Except as otherwise expressly provided for in this Agreement, no Partner shall, either directly or indirectly, take any action to require partition or appraisal of the Company or any of its assets or properties or cause the sale of any Company assets or property, and notwithstanding any provisions of applicable law to the contrary, each Partner (for itself and its legal representatives, successors and assigns) hereby irrevocably waives any and all right to partition, or to maintain any action for partition, or to compel any sale with respect to its interest in, or with respect to, any assets or properties of the Company, except as expressly provided in this Agreement.

**SECTION 12.23. Calculation of Days.** The provisions of this Agreement relative to number of days shall be deemed to refer to calendar days, unless otherwise specified. When the date for performance of any monetary obligation of any Partner falls on a non-business day, such obligation need not be performed until the next-following Business Day.

**SECTION 12.24. Disclosure.** Notwithstanding any terms or conditions in this Agreement to the contrary, but subject to restrictions reasonably necessary to comply with federal or state securities laws, any person may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. For the avoidance of doubt, this authorization is not intended to permit disclosure of the names of, or other identifying information regarding, the participants in the transaction, or of any information or the portion of any materials not relevant to the tax treatment or tax structure of the transaction.

**SECTION 12.25. Dollar Amounts.** All references in this Agreement to dollar amounts shall be to U.S. Dollars.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Limited partnership agreement as of the day and year first above written.

**HOMBURG HOLDINGS (U.S.) INC.**

By:

\_\_\_\_\_  
Name:

Title:

**[NEW "CEDAR GP" ENTITY TO BE FORMED BY  
CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.]**

**[NEW "CEDAR LP" ENTITY TO BE FORMED BY  
CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.]**

**EXHIBIT A**  
**IRR CALCULATION**

This Exhibit describes the internal rate of return calculation contemplated by the limited partnership agreement (the "Agreement") to which this Exhibit is attached and of which this Exhibit forms a part. Except as otherwise indicated in this Exhibit, each capitalized term used herein shall have the meaning given to the same elsewhere in the Agreement.

Section 1 **CERTAIN DEFINITIONS.**

(i) "**Contributions**" means the sum of all contributions made or deemed made under the Agreement by a Partner to the Company (as described in Section 2.1 of the Agreement) on or after Time 0. If an escrow is used, Contributions shall be deemed made on the date deposited into escrow.

(ii) "**Distributions**" to a Partner means all distributions made or deemed made to such Partner under Section 4.2 and 4.3 and subsection 10.2(c) of the Agreement on or after Time 0.

(iii) "**IRR Rate**" means the "**9.25% IRR Rate**" or the "**10.5% IRR Rate**," as applicable. "**9.25% IRR Rate**" means 9.25% per annum and "**10.5% IRR Rate**" means 10.5% per annum.

(iv) "**Time 0**" means the date of the Agreement.

Section 2 **ASSUMPTIONS.**

For the purpose of performing the future value calculations described in this Exhibit:

(a) **Periods.** All calculations shall be based on calendar month periods (each, a "Calendar Month"), the first of which shall be the calendar month in which Time 0 occurs.

(b) **Distributions.** All Distributions will be considered to have been made at the end of the Calendar Month in which they were actually made; and each Distribution in a particular Calendar Month will be increased by an amount equal to the interest accruing on such Distribution at the applicable IRR Rate, for the period commencing on the date such Distribution is actually made through the last day of the Calendar Month in which the same is made.

(c) **Contributions.** All Contributions will be considered to have been made at the end of the Calendar Month in which they were actually made; and each Contribution will be increased by an amount equal to the interest accruing on such Contribution at the applicable IRR Rate, for the period commencing on the date such Contribution is actually made through the last day of the Calendar Month in which the same is made.

SECTION 3 DEFINITION AND CALCULATION OF IRR DEFICIENCY.

With respect to the applicable IRR Rate, the “**IRR Deficiency**” as of any particular date means the amount by which (1) the future value as of such date at such IRR Rate of all Contributions made on or before such date (which shall include both such Contributions themselves and a monthly compounded return on such Contributions using the applicable IRR Rate), exceeds (2) the future value (as of such date) at the applicable IRR Rate of all Distributions (excluding, however, any Distribution to be made on such date with respect to which such calculation is being made) made on or before such date (which shall include both such Distributions themselves and a monthly compounded return on such Distributions using the applicable IRR Rate). Accordingly, (i) the “**9.25% IRR Deficiency**” is the IRR Deficiency using the 9.25% IRR Rate and (ii) the “**10.5% IRR Deficiency**” is the IRR Deficiency using the 10.5% IRR Rate. An example of this calculation is attached hereto as Schedule 1.

**SCHEDULE 1**  
**SAMPLE IRR DEFICIENCY CALCULATION**  
(Intentionally Deleted)

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**EXHIBIT B**

**PROPERTY DESCRIPTION**

(Intentionally Deleted)

B-1

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**EXHIBIT C**

**FORM OF PROPERTY MANAGEMENT AGREEMENT**

(See Exhibit D)

C-1

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EXHIBIT C-1

PRE-HOMBURG PROPERTY OWNER AGREEMENTS

(list of existing Pre-Homburg Property Owner Agreements)

- Limited Liability Company Agreement of Cedar-Fieldstone, LLC, made by Cedar-Fieldstone SPE, LLC, dated as of November 9, 2005.
  - Amended and Restated Limited Liability Company Agreement of Cedar-Pennsboro, LLC, made by Cedar Shopping Centers Partnership, L.P., dated as February 13, 2006.
  - Limited Liability Company Agreement of Cedar-Stonehedge, LLC made by Cedar Shopping Centers Partnership, L.P., dated as of July \_\_\_\_, 2006
  - Limited Liability Company Agreement of Cedar Hershey, LLC made by Cedar Shopping Centers Partnership, L.P., dated as of September 21, 2004
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EXHIBIT C-2

PRE-HOMBURG PROPERTY OWNER AGREEMENTS

(Form of Pre-Homburg Property Owner Agreements — limited partnership agreement of each  
Property Owner immediately prior to the Closings)

(see attached)

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**LIMITED PARTNERSHIP AGREEMENT  
OF**

[ \_\_\_\_\_ ], LP<sup>1</sup>

This LIMITED PARTNERSHIP AGREEMENT (this "Agreement") of [ \_\_\_\_\_ ], LP (the "Partnership") is made and entered into to be effective for all purposes as of the date of conversion of the Partnership from being a limited liability company to being a limited partnership on [ \_\_\_\_\_ ], 2007 by [ \_\_\_\_\_ ] GP, LLC, a Delaware limited liability company ("Cedar GP"), as the sole general partner ("General Partner"), [INSERT APPROPRIATE WHOLLY OWNED CEDAR ENTITY] ("Cedar LP"), as the sole limited partner, and such other persons as may from time to time be admitted as partners of the Partnership in accordance with the terms of this Agreement and the Delaware Act (as that term is hereinafter defined). As used in this Agreement, the term "Partner" (whether one or more) shall mean Cedar GP, Cedar LP and any other persons or entities admitted as a partner of the Partnership in accordance with this Agreement and the Delaware Act (so long as they are partners of the Partnership), each in their capacity as a partner of the Partnership.

**RECITALS:**

WHEREAS, the Partnership was formed as a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 *et seq.*, by the filing of a Certificate of Formation for the Partnership with the Secretary of State of Delaware on [ \_\_\_\_\_ ], [ \_\_\_\_\_ ] (the "Certificate of Formation");

WHEREAS, Cedar LP and Cedar GP, as the sole members of the Partnership, elected to convert the Partnership from being a limited liability company to being a limited partnership under the Delaware Limited Liability Company Act (6 Del. C. §§ 18-100 *et seq.*) and the Revised Uniform Limited Partnership Act of the State of Delaware (6 Del. C. §§ 17-101 *et seq.*, as amended from time to time, the "Delaware Act") with Cedar LP becoming the sole limited partner with a 99% Percentage Interest (as that term is defined below) and Cedar GP becoming the sole general partner with a 1% Percentage Interest, and caused a certificate of conversion (the "Certificate of Conversion") and a certificate of limited partnership (the "Certificate of Limited Partnership") for the Partnership to be filed with the Delaware Secretary of State on [ \_\_\_\_\_ ], 2007 to effect such conversion.

NOW, THEREFORE, the undersigned hereby adopts the following as its "limited partnership agreement" (as that term is used in the Delaware Act):

**1. Organization and Background.**

(a) The Partnership was originally organized on or about [ \_\_\_\_\_ ] as a [Delaware] limited liability company under the name

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<sup>1</sup> Each Limited Partnership Agreement shall be revised, as necessary, to (a) incorporate different Single Purpose Entity and related requirements of each specific Lender and/or (b) delete references in the Recitals, Section 1, Section 2 and elsewhere throughout the Agreement to the Limited Partnership as having been converted from a limited liability company.

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"[\_\_\_\_\_] , LLC" (the "**Prior Entity**"). On or about [\_\_\_\_\_] , 2007, the Partners caused to be filed a Certificate of Limited Partnership with the Office of the Delaware Secretary of State.

(b) By the execution of this Agreement and in accordance with the Delaware Act, the Partners are providing for the conversion of the Prior Entity from a limited liability company in which the Cedar LP held a 99% interest and Cedar GP held a 1% interest to a limited partnership under the Delaware Act, with (a) continuation of the business previously carried on by such Prior Entity (which shall not be required nor shall it wind up its affairs) and (b) no change in proportionate ownership interests or property rights of the principals resulting from the conversion. The separate existence of the Prior Entity shall cease, and the Partnership shall hereafter conduct its business under the name "[\_\_\_\_\_] , LP."

(c) All of the rights, privileges and powers of the Prior Entity, and all property (real, personal and mixed), all franchises, all claims and debts due to the Prior Entity, as well as all other things and causes of action belong to the Prior Entity shall remain vested in the Partnership and shall be the property of the Partnership without further act or deed, and the title to any real property vested by deed or otherwise in the Prior Entity shall not revert or be in any way impaired by the conversion. All rights of creditors and all liens upon any property of the Prior Entity shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Prior Entity shall remain attached to the Partnership and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had originally been incurred or contracted by it in its capacity as the Partnership. The rights, privileges, powers and interests in property of the Prior Entity, as well as the debts, liabilities and duties of the Prior Entity, shall not be deemed, as a consequence of the conversion, to have been transferred to the Partnership.

2. **Conversion.** The Certificate of Conversion and the Certificate of Limited Partnership, the conversion of the Partnership from a limited liability company to a limited partnership under the Delaware Act and the Delaware Limited Liability Company Act, and all actions taken by Cedar LP, as the authorized person within the meaning of the Delaware Act, who executed and filed the Certificate of Conversion and the Certificate of Limited Partnership, are hereby adopted and ratified. The affairs of the Partnership and the conduct of its business shall be governed by the terms and subject to the conditions set forth in this Agreement, as amended from time to time. The General Partner is hereby authorized and directed to file any necessary amendments to the Certificate of Conversion and the Certificate of Limited Partnership of the Partnership in the office of the Secretary of State of the State of Delaware and such other documents as may be required or appropriate under the Delaware Act or the laws of any other jurisdiction in which the Partnership may conduct business or own property.

3. **Name and Principal Place of Business.** The name of the Partnership is [\_\_\_\_\_] , LP. The General Partner may change the name of the Partnership or adopt such trade or fictitious names for use by the Partnership as the General Partner may from time to time determine. All business of the Partnership shall be conducted under such names and title to all assets or property owned by the Partnership shall be held in such names. The principal place of business and office of the Partnership shall be c/o Cedar Shopping Centers Partnership, L.P., 44 South Bayles Avenue, Suite 304, Port Washington, New York 11050, or at such other place or places as the Partner may from time to time designate.

4. **Registered Agent and Registered Office.** The name of the Partnership's registered agent for service of process shall be Corporation Service Company, and the address of the Partnership's registered agent and the address of the Partnership's registered office in the State of Delaware shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The registered agent and the registered office of the Partnership may be changed from time to time by the Partner.

5. **Term.** The term of the Partnership shall be deemed to have commenced on the filing of the Certificate of Formation of the Partnership as a limited liability company and shall continue until December 31, 2050, unless sooner terminated or further extended pursuant to the provisions of this Agreement by the Partner. The existence of the Partnership as a separate legal entity shall continue until cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

6. **Purpose.** The purpose and business of the Partnership shall be to (i) acquire and own, operate, develop, re-develop, finance, re-finance, lease, manage, sell and otherwise deal with the property known as the [\_\_\_\_\_], located in [\_\_\_\_\_] (the "**Property**"), and (ii) engage in any activity and take any action which limited partnerships may take that is incidental, necessary or appropriate to accomplish the foregoing.

**7. Partners.**

(a) Cedar GP, whose address is set forth opposite its name in the signature page of this Agreement, is the sole general partner of the Partnership with a 1% interest in the profits and losses of the Partnership (its "**Percentage Interest**") and shall be shown as such on the books and records of the Partnership and Cedar LP, whose address is set forth opposite its name in the signature page of this Agreement, is the sole limited partner of the Partnership with a 99% Percentage Interest and shall be shown as such on the books and records of the Partnership. Each of Cedar LP and Cedar GP were admitted to the Partnership as partners upon its execution of a counterpart signature page to this Agreement. Except as expressly permitted by this Agreement, no other person shall be admitted as a partner of the Partnership, and no additional interest in the Partnership shall be issued, without the approval of the Partners.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of a Partner shall not cause the Partner to cease to be a partner of the Partnership and upon the occurrence of such an event, the business of the Partnership shall continue without dissolution. For purposes of this Section 7, "Bankruptcy" means, with respect to any person, or entity, if such person or entity (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the person or entity or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the person or entity seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or

regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such person's or entity's consent or acquiescence of a trustee, receiver or liquidator of such person or entity or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace any definition of "Bankruptcy" set forth in the Delaware Act.

8. **Management.** In accordance with Section 17-403 of the Delaware Act, management of the Partnership shall be vested in the General Partner. The General Partner shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by partners of a limited partnership under the laws of the State of Delaware. The General Partner has the authority to bind the Partnership. Notwithstanding anything to the contrary contained herein, the provisions of this Section 8 are subject to the provisions contained in Section 21 hereof.

9. **Officers.** The General Partner may, from time to time as it deems advisable, appoint officers of the Partnership (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the General Partner decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 9 may be revoked at any time by the General Partner. In accordance with the foregoing, the Partner hereby appoints Leo S. Ullman as President, Brenda J. Walker as Vice President and Stuart H. Widowski as Secretary.

10. **Initial Capital Contribution.** The capital contribution made by Cedar LP consists of the capital contribution that it made upon the formation of the Partnership as a limited liability company and any subsequent capital contributions made by it. Upon the conversion of the Partnership to limited partnership form, Cedar LP assigned to Cedar GP one percent (1%) of its interests in the Partnership.

11. **Additional Capital Contributions.** The Partners are not required to contribute any additional capital to the Partnership other than the initial contributions heretofore made. The Partners will not have any obligation to restore any negative or deficit balance in their capital account, including any negative or deficit balance in its capital account upon liquidation and dissolution of the Partnership. Any additional funds required by the Partnership to meet its cash requirements shall, to the extent possible, be provided by Company borrowings from third parties, upon such terms and conditions as determined appropriate by the approval of the General Partner; *provided, however,* that in lieu of causing the Partnership to borrow from third parties, the General Partner may from time to time make additional capital contributions to the Partnership.

12. **Tax Matters.** The undersigned intend for the Partnership to be treated as a partnership for federal income tax purposes if the Partnership has two or more partners, and otherwise as an entity that is disregarded as an entity separate from its owner for federal income

tax purposes pursuant to Treasury Regulation Section 301.7701-3. The General Partner is appointed as the Tax Matters Partner as such term is defined in Section 6231(a)(7) of the Internal Revenue Code.

13. **Distributions.** The Partnership shall, as soon as reasonably practical, make monthly distributions and biannual adjusting distributions of the Partnership's net cash flow available for distribution, including distributions of net cash flow from operations, net proceeds of any interim capital transaction and net proceeds available upon dissolution and winding up of the Partnership (such net cash flow, net proceeds from interim capital transactions and net proceeds upon dissolution and winding up of the Partnership being herein sometimes referred to as the "Distributable Cash") (in each case after establishment of appropriate and reasonable reserves) to the Partners in proportion to their respective Percentage Interests. Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, or any partner on behalf of the Partnership, shall not be required to make a distribution to the Partners on account of its interest in the Partnership if such distribution would violate the Delaware Act or any other applicable law.

14. **Dissolution and Termination.**

(a) The Partnership shall be dissolved and its business wound up upon the earliest to occur of any of the following events:

(i) The expiration of the term of the Partnership;

(ii) The sale of all or substantially all of the Partnership's assets.

(iii) The termination of the legal existence of the general partner of the Partnership or the withdrawal of the general partner, or at such time as there are no limited partners, unless the business of the Partnership is continued in a manner permitted by this Agreement or Section 17-801 or other applicable provisions of the Delaware Act; or

(iv) The entry of a decree of judicial dissolution under Section 17-802 of the Delaware Act.

Upon the occurrence of any event that causes the general partner or the last remaining limited partner of the Partnership to cease to be a partner of the Partnership, to the fullest extent permitted by law, the successor to or personal representative of such partner is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued partnership of such partner in the Partnership, agree in writing (i) to continue the Partnership and (ii) to the admission of the successor or personal representative or its nominee or designee, as the case may be, as a substitute partner of the Partnership, effective as of the occurrence of the event that terminated the continued partnership of the general partner or the last remaining limited partner of the Partnership.

(b) The Partnership shall not dissolve, liquidate or terminate upon the death, Bankruptcy, insolvency, dissolution, liquidation, termination, resignation, or removal of a Partner.

(c) Upon dissolution, the Partnership's business shall be liquidated in an orderly manner. The General Partner shall act as the liquidating trustee to wind up the business of the Partnership pursuant to this Agreement. If there shall be no remaining General Partner, the successor-in-interest of the General Partner may approve one or more liquidating trustees to act as the liquidator in carrying out such liquidation. In performing its duties, the liquidator is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in accordance with the Delaware Act and in any reasonable manner that the liquidator shall determine to be in the best interest of the General Partner or its successors-in-interest.

(d) In the event it becomes necessary in connection with the liquidation of the Partnership to make a distribution of property in kind, such property shall be transferred and conveyed to the Partners *pro rata* to their Percentage Interests.

(e) The Partnership shall terminate when (i) all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the Partners in the manner provided for in this Agreement and (ii) the Certificate of Limited Partnership of the Partnership shall have been canceled in the manner required by the Delaware Act.

15. **Indemnification.** The Partners shall not be liable to the Partnership for monetary damages for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by it arising out of or in connection with this Agreement or the Partnership's business or affairs, except for any such loss, claim, damage or liability primarily attributable to such Partner's fraud, gross negligence or willful misconduct. The Partnership shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless the Partners against any losses, claims damages or liabilities to which the Partners may become subject in connection with any matter arising out of or in connection with this Agreement or the Partnership's business or affairs, except for any such loss, claim, damage or liability primarily attributable to such Partner's fraud, gross negligence or willful misconduct. If any Partner becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising out of or in connection with this Agreement or the Partnership's business or affairs, the Partnership shall reimburse such Partner for its reasonable legal fees and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith, provided that such Partner shall promptly repay to the Partnership the amount of any such reimbursed expenses paid to it if it shall ultimately be determined that such Partner was not entitled to be indemnified by the Partnership in connection with such action, proceeding or investigation. If for any reason (other than the fraud, gross negligence or willful misconduct of a Partner) the foregoing indemnification is unavailable to any Partner, or insufficient to hold it harmless, then the Partnership shall contribute to the amount paid or payable by such Partner as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect the relative benefits received by the Partnership on the one hand and the Partner on the other hand or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations. The provisions of this Paragraph 14 shall survive for a period of four (4) years from the date of dissolution of the Partnership; *provided* that if at the end of such period there are any actions, proceedings or investigations then pending, a Partner may so notify the Partnership (which notice shall include a brief description of each such action,



proceeding or investigation and the liabilities asserted therein) and the provisions of this Paragraph 14 shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim) until such date that such action, proceeding or investigation is finally resolved, and the obligations of the Partnership under this 14 shall be satisfied solely out of Company assets. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Partnership or the Partners under this Paragraph 14 shall (i) be in addition to any liability which the Partnership or the Partners may otherwise have and (ii) inure to the benefit of the Partners, its affiliates and their respective partners, directors, officers, employees, agents and affiliates and any successors, assigns, heirs and personal representatives of such persons. Notwithstanding the foregoing and for so long as the Loan (as hereinafter defined) shall be outstanding, any obligations of the Partnership to indemnify any Partner are hereby fully subordinated to the Partnership's obligations respecting the Loan and shall not constitute a claim against the Partnership in the event that cash flow in excess of amounts required to pay holders of any debt evidenced by the Loan is insufficient to pay such obligations.

16. **Liability of the Partner.** Except as otherwise expressly provided in the Delaware Act, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and the Partners shall not be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being the partner. Except as otherwise expressly provided in the Delaware Act, the liability of the Partners shall be limited to the amount of capital contributions, if any, required to be made by the Partner in accordance with the provisions of this Agreement, but only when and to the extent the same shall become due pursuant to the provisions of this Agreement.

17. **Waiver of Partition and Nature of Interest in the Partnership** To the fullest extent permitted by law, the Partners hereby irrevocably waive any right or power that a Partner might have to cause the Partnership or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Partnership, to compel any sale of all or any portion of the assets of the Partnership pursuant to any applicable law, or to file a complaint or to institute any proceeding at law or in equity to cause the termination, dissolution and liquidation of the Partnership. The Partners shall not have any interest in any specific assets of the Partnership.

18. **Books Records, Accounting and Reports.** The Partnership shall maintain, or cause to be maintained, in a manner customary and consistent with good accounting principles, practices and procedures, a comprehensive system of office records, books and accounts (which records, books and accounts shall be and remain the property of the Partnership) in which shall be entered fully and accurately each and every financial transaction with respect to the ownership and operation of the property of the Partnership. Such books and records of account shall be prepared and maintained at the principal place of business of the Partnership or such other place or places as may from time to time be determined by the Partner. The Partners or their duly authorized representative shall have the right to inspect, examine and copy such books and records of account at the Partnership's office during reasonable business hours. A reasonable charge for copying books and records may be charged by the Partnership. The books of the Partnership shall be adjusted quarterly to the accrual basis in accordance with generally accepted

accounting practices and principles. The Partnership shall report its operations for tax purposes on the accrual method. The fiscal year of the Partnership shall end on December 31 of each year, unless the Partners elect to use a different fiscal year permitted under the Code.

19. **The Partnership Accountant.** The Partnership shall retain as the regular accountant and auditor for the Partnership (the "Partnership Accountant") a nationally-recognized accounting firm designated by the General Partner. The fees and expenses of the Partnership Accountant shall be a Company expense.

20. **Miscellaneous.**

(a) **Further Assurances.** The Partners shall execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the intent and purposes of this Agreement.

(b) **Successors and Assigns.** This Agreement shall be binding upon the Partners and their respective executors, administrators, legal representatives, heirs, successors and assigns.

(c) **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

(d) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

21. **Special Loan Provisions.**

(a) **SPE Requirements.** For so long as that certain mortgage loan made by KeyBank National Association (the "Lender") to the Partnership (the "Loan") shall remain outstanding, the Partnership shall:

- (i) Maintain its books and records separate from any other person or entity;
- (ii) Maintain its bank accounts separate from any other person or entity;
- (iii) Not commingle assets with those of any other entity and shall hold all of its assets in its own name;
- (iv) Conduct its own business in its own name;
- (v) Pay its own liabilities out of its own funds;
- (vi) Maintain an arm's length relationship with its affiliates;

- (vii) Pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (viii) Not guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (ix) Not acquire obligations or securities of its Partners;
- (x) Use separate stationery, invoices and checks;
- (xi) Hold itself out as a separate entity;
- (xii) Correct any known misunderstanding regarding its separate identity;
- (xiii) Maintain adequate capital in light of its contemplated business operations;
- (xiv) Not identify itself as a division of any other person or entity;
- (xv) Not hold, form or acquire any subsidiaries;
- (xvi) Observe all limited partnership formalities;
- (xvii) File its tax returns separate from any other entity; and
- (xviii) Not incur, create, or assume any indebtedness or liabilities, secured or unsecured, direct or contingent, other than (i) the Loan and (ii) unsecured indebtedness that represents trade payables or accrued expenses occurring in the normal course of business of owning and operating the Property that is not evidenced by a promissory note and is due and payable within sixty (60) days after the date incurred and which in no event exceeds two percent (2%) of the original principal amount of the promissory note evidencing the Loan.

(b) **Bankruptcy Action.** For so long as the Loan remains outstanding and not discharged in full, notwithstanding any other provision of this Agreement, the Partnership shall not take any Bankruptcy Action (as hereinafter defined) without the prior unanimous written consent of its General Partner and the directors (the "Board of Directors") of the SPE Component Entity (as hereinafter defined), including the Independent Director (as hereinafter defined). As used herein, "Bankruptcy Action" means the taking of any action to: consolidate or merge the Partnership with or into any Person, or sell all or substantially all of the assets of the Partnership, or to institute proceedings to have the Partnership be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership or file a petition seeking, or consent to, reorganization or relief with respect to the Partnership under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Partnership or a substantial part of its property, or make any assignment for the benefit of

creditors of the Partnership, or admit in writing the Partnership's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Partnership.

(c) **SPE Component Entity.** Notwithstanding any other provisions of this Agreement and so long as the Loan remains outstanding and not discharged in full, without the consent of the Board of Directors of the SPE Component Entity, including the Independent Director, the Partnership shall not, and the Partner shall have no authority to:

(i) to the fullest extent permitted by law, dissolve, wind-up or liquidate the Partnership;

(ii) sell, encumber (except with respect to the Lender) or otherwise transfer or dispose of all or substantially all of the properties of the Partnership except to the extent not prohibited by the Loan Documents (as such concept is defined in the Loan Documents); or

(iii) merge, consolidate or acquire all or substantially all of the assets of an Affiliate or other Person, except to the extent not prohibited by the Loan Documents or as permitted pursuant to this Agreement with the consent of the Lender.

Notwithstanding the foregoing and so long as the Loan remains outstanding and not discharged in full, the Partnership shall have no authority to take any action in items

(i) through (iii) above without the prior written consent of the Lender to the extent required under the terms of the Loan Documents.

(d) **SPE Component Entity; Independent Director.**

For so long as the Loan shall be outstanding, the general partner of the Partnership shall be an "**SPE Component Entity**" which means a limited liability company (i) whose sole asset is its general partnership interest in the Partnership and any other interests or property related thereto, (ii) which has restrictions and requirements in its organizational documents which are substantially similar to those contained in Section 21 (a)-(c) above, and (iii) whose organizational documents provide that such limited liability company will not engage in business or activity other than owning an interest in Partnership and all other activities as may be necessary or advisable in connection therewith, and will not acquire or own any assets other than its partnership interest in Partnership and any other interests or property related thereto. Upon the withdrawal, dissolution or other event that causes an SPE Component Entity to be disassociated from the Partnership, a new SPE Component Entity meeting all the criteria described above shall be appointed and such SPE Component Entity shall own at least a one percent interest in the Partnership and otherwise comply in all material respects with the special purpose entity provisions set forth in the documents or instruments evidencing and/or securing the Loan. The organizational documents of the SPE Component Entity shall provide that at all times there shall be at least one duly appointed Independent Director (as hereinafter defined) of the SPE Component Entity.

For so long as the Loan shall remain outstanding, the Partners shall not amend this Section 21 without the prior consent of the Lender.

22. **Non-Compliance** Failure of the Partnership, or the Partners on behalf of the Partnership, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Partnership as a separate legal entity or the limited liability of the Partners.

23. **Certain Terms** The following terms shall have the following meanings for the purposes of this Agreement:

“**Affiliate**” of any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Constituent Entity**” means any person or entity which directly or indirectly through one or more intermediaries controls a specified person or entity.

“**Independent Director**” means a natural person who has not been, and during the continuation of his or her services as a director (“**Fiduciary Representative**”) of the General Partner (i) except in the capacity as the Fiduciary Representative of the General Partner, is not an employee, officer, director, shareholder, partner, manager, member, counsel, advisor, accountant or agent of the General Partner, any Constituent Entity of the General Partner or any Affiliate of the General Partner; (ii) is not a present or former customer or supplier of the General Partner, any entity or any Affiliate of the General Partner, or other person or Constituent Entity of the General Partner who derives or is entitled to derive any of its profits or revenues or any payments (other than any fee paid to such person as compensation for such person to serve as Fiduciary Representative) from the General Partner, any Constituent Entity of the General Partner, or any Affiliate of the General Partner; (iii) is not (and is not affiliated with an entity that is) a present or former accountant, advisor, attorney, consultant or counsel to the General Partner, any Constituent Entity of the General Partner, or any Affiliate of the General Partner; (iv) is not a spouse, parent, child, grandchild or sibling of, or otherwise related to (by blood or by law), any of (i), (ii), or (iii) above; and (v) is not affiliated with a person or entity of which the General Partner, any Constituent Entity of the General Partner, or any Affiliate of the General Partner is a present or former customer or supplier. Notwithstanding the foregoing, (a) an entity or any of its employees that provides or serves as, as applicable, a Fiduciary Representative as a service for a fee is not prohibited under this paragraph from providing, or serving as, as the case may be, one or more Fiduciary Representatives to a member, the General Partner, any Constituent Entity of the General Partner, or any Affiliate of the General Partner, and (b) a person shall not be disqualified from serving as an Independent Director solely by reason of such person being an Independent Director (or similar capacity) of any Affiliate of a member which is a Single Purpose Entity. The Independent Director shall be a “Manager” of the General Partner within the meaning of the Delaware Limited Liability Company Act.

“**Person**” shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the introductory paragraph hereof.

Address

c/o Cedar Bay Realty Advisors, Inc.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050

Partner

General Partner:

[ \_\_\_\_\_ ] **GP, LLC,**

By: CEDAR SHOPPING CENTERS  
PARTNERSHIP, L.P., sole member

By: CEDAR SHOPPING CENTERS, INC.,  
general partner

By: \_\_\_\_\_  
Brenda J. Walker, Vice President

Limited Partner:

**[INSERT APPROPRIATE SIGNATURE BLOCK]**

c/o Cedar Bay Realty Advisors, Inc.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050

EXHIBIT D  
FORM OF MANAGEMENT AGREEMENT  
(see attached)

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**PROPERTY MANAGEMENT AGREEMENT**

[ \_\_\_\_\_ ]

THIS PROPERTY MANAGEMENT AGREEMENT ("Agreement") made as of [ \_\_\_\_\_ ], 2007 by and between [ \_\_\_\_\_ ], LP, a Delaware limited partnership ("Owner") and CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("Agent").

**BACKGROUND**

A. Owner is the owner of the land and improvements known as [ \_\_\_\_\_ ], located in [ \_\_\_\_\_ ] (the "Property").

B. Owner desires to retain Agent as its exclusive agent for the purposes of leasing and managing the Property on behalf of Owner and Agent is willing to act as agent for Owner with respect to the Property on the terms and conditions of the Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, and intending to be legally bound hereby, Owner and Agent agree as follows:

1. Owner hereby employs Agent to manage and lease as the exclusive broker the property upon the terms and conditions hereinafter set forth for an initial term of three (3) years from the date hereof unless otherwise extended, renewed or terminated as hereinafter set forth.

2. Agent agrees to perform the following:

2.1. Use its best efforts to lease or cause brokers or other agents to lease on behalf of Owner all available space in the Property;

2.2. Diligently to collect rents, additional rents and all other sums due from tenants when due and, where necessary or appropriate, and except as directed otherwise by Owner (in which event Owner shall bear the administrative costs of relieving Agent of such duty or duties), take all such actions as Agent shall deem necessary or advisable to enforce all rights and remedies of Owner under the leases relating to the Property (the "Leases") or to protect the interest of Owner, including, without limitation, the preparation and delivery to tenants under the Leases ("Tenants") of all "late payment", default, and other appropriate notices, requests, bills, demands, and statements. Agent may retain counsel, collection agencies, and such other persons and firms as Agent shall deem appropriate or advisable to enforce, after notification to Owner, by legal action the rights and remedies of Owner against any Tenant default in the performance of its obligations under a Lease. Agent shall promptly notify Owner of the progress of any such legal action;

2.3. To pay from the operating funds of the Property or such other funds as are provided by Owner bills and expenses for the maintenance, repair and operation of the Property, provided, however, that all expenditures in excess of \$10,000 in any single transaction or more than \$100,000 in the aggregate in any period of twelve (12) consecutive months shall be subject

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to Owner's approval unless such expenditure is included in the operating budget for the Property that has been approved by Owner, and provided further that Agent shall notify Owner of any budget expenditures cumulatively exceeding twenty percent (20%) of any approved annual budget;

2.4. To establish and maintain such books of account, records, and other documentation pertaining to the operation and maintenance of the Property as are customarily maintained by managing agents of properties similar in location and size to that of the Property. Agent shall prepare or cause to be prepared and file all returns and other reports relating to the Property, other than income tax returns and any reports or returns that may be required of any foreign owner of U.S. real property, as may be required by any governmental authority or otherwise under this Agreement. Agent shall periodically report to Owner on the general operations, occupancy, physical condition, disbursements, delinquencies, uncollectible accounts, and other matters relating to the Property. Agent shall prepare and forward to Owner a written report each month showing the receipts and expenditures for such month, the receipts and expenditures year-to-date and the variations from the agreed upon budget. These statements shall, upon Owner's request, be accompanied by appropriate documentation of all expenditures made by Agent under this Agreement. As soon as practicable after the end of each calendar year and after the expiration or termination of this Agreement, Agent shall use reasonable efforts to prepare and deliver to Owner statements pertaining to the operation and maintenance of the Property during the preceding calendar year. Agent shall prepare and submit to Owner for its approval no later than December 1st of each calendar year (or such later date as the parties agree) a proposed pro forma budget for all costs pertaining to the operation and maintenance of the Property during the ensuing calendar year. Each such budget shall be substantially in the same form as the approved budget in effect for the prior calendar year, shall set forth expenditures on an annual and a monthly basis, and shall not, except for informational purposes, include estimates for costs and expenses for which Owner will be reimbursed by Tenants under the Leases. Agent shall make such reasonable modifications to each proposed pro forma budget it prepares in accordance with this section until Owner shall have approved this budget in writing, which approval shall not be unreasonably withheld or delayed. Such budget and revisions shall be deemed to be accepted and approved by Owner unless specifically rejected or accepted within fifteen (15) business days of submission;

2.5. To account for all advance deposits of Tenants;

2.6. To refund to Tenants from escrow accounts, funds of the Property or funds provided by Owner, as appropriate, pro-rated rents, rebates, allowances, advance deposit refunds, and such other amounts as are legally due Tenants;

2.7. To collect from Tenants all insurance policies, Tenant insurance certificates, or other evidence of insurance required to be carried by Tenants;

2.8. Unless otherwise instructed by Owner, to secure for and on behalf of and at the expense of Owner such insurance, including without limitation, employee dishonesty insurance, fire and extended coverage property insurance, public liability insurance and workers' compensation insurance, as may be deemed by Owner (or any mortgagees) to be necessary or appropriate, in amounts satisfactory to Owner and Agent and naming Owner and Agent as

co-insureds and in form and substance satisfactory to Owner, Agent and any mortgagees; provided, however, that if Agent promptly notifies Owner of the insurance so secured on behalf of Owner, and promptly complies with Owner's instructions regarding such insurance, Owner releases and holds Agent harmless of and from any claims, loss, damages and liability of any nature whatsoever based upon or in any way relating to Agent's securing or failure to secure any insurance, or any decision made by Agent with respect to the amount or extent of coverage thereof or the company or companies issuing, brokering or negotiating such insurance;

2.9. To respond to complaints and inquiries by Tenants, prospective tenants and others, and to take such corrective actions as Agent deems appropriate;

2.10. To contract on behalf of and at the expense of Owner for such supplies and services in reasonable quantities and at reasonable prices as may be appropriate with respect to the Property, and to supervise and administer such contracts, including, without limitation, contracts for mechanical maintenance (including preventative maintenance), window and facade maintenance and cleaning, metal maintenance, pest control, trash removal, janitorial and maintenance supplies, building security, public relations, collection and credit reporting, legal and accounting services, computer services, architectural and engineering services, laundry services, and janitorial or cleaning services. In so contracting, Agent may contract with entities or persons affiliated with it, provided, however, that the rates and charges of the affiliated entity or person are generally competitive and consistent with rates and charges by non-affiliated entities and will obtain a minimum of two (2) competitive bids from non-affiliated contractors respecting any contract exceeding Twenty Thousand Dollars (\$20,000.00). Notwithstanding anything to the contrary contained herein, Agent shall not enter into, amend or modify any contract of the type described in this Section 2.10 without the prior approval of Owner unless such contract (A) is either (x) contained within the then current operating budget for the Property that has been approved by Owner pursuant to this Agreement or (y) terminable without termination fee, premium or penalty by Owner upon not more than thirty (30) days notice and (B) does not provide or allow for annual consideration payable thereunder in excess of \$100,000;

2.11. Intentionally deleted;

2.12. At the expense of Owner in accordance with the approved budget, to provide through Agent's (or its affiliates') employees or third party contractors, all work, labor and services necessary or appropriate to operate, maintain and repair the Property, which employees may include, but are not necessarily limited to, a building executive director or supervisor, building manager, leasing specialist or leasing agent, secretarial and clerical staff, maintenance personnel, porters, laborers, security staff and watchmen. All matters pertaining to the employment, contracting, supervision, compensation, promotion and discharge of such employees or contractors shall be the responsibility of Agent;

2.13. To supervise and coordinate the moving in and moving out of Tenants to accomplish efficient and time saving use of personnel and elevators and maintain appropriate public relations with Tenants and prospective tenants;

2.14. To prepare and file and/or cause to be prepared and filed necessary forms for insurance, hospitalization, benefits, social security taxes, union dues and contributions and such

other forms, documents and returns as may be required by any governmental authority, a collective bargaining agreement, or otherwise with respect to employees and contractors, if applicable, of Agent at the Property;

2.15. To prepare and file or cause to be prepared and filed on behalf of Owner such applications for permits, and/or licenses as may be required for the operation of the Property;

2.16. To prepare and, where appropriate, transmit payroll records, accounting reports, vacancy and occupancy reports, delinquency reports, cash flow reports, and disbursement ledgers. Agent may contract with others, including but not limited to entities or persons affiliated with it, or provide its own personnel for the performance of accounting, bookkeeping and computer services in connection with such preparation and transmittal, all without any additional charge to Owner;

2.17. To institute and prosecute on behalf of Owner such legal actions or proceedings as the Agent deems appropriate; to collect sums due Owner; with Owner's approval, to evict a Tenant, former Tenant or occupant of the Property; to regain possession of the Property or any part thereof; to contest any bill or charge asserted against or with respect to the Property; to defend any administrative or legal action brought against Agent and/or Owner with respect to the Property; with Owner's approval, to commence litigation pertaining to any labor or employment related dispute; to administratively process or litigate any tax related issue or other issues relating to the Property; to appeal all such proceedings and lawsuits; and to settle or compromise any claims, lawsuits, judgments and proceedings relating to the Property. Notwithstanding the foregoing, Agent shall obtain the consent of Owner prior to (x) instituting or prosecuting on behalf of Owner any legal actions or proceedings having a monetary value at stake equal to or exceeding \$100,000 or (y) settling or compromising any legal action or proceeding which would result in an expenditure by or loss to Owner in excess of \$20,000;

2.18. To maintain such bank or similar accounts on behalf of Owner as are necessary or appropriate in the operation of the Property, including such reserve, investment, security, escrow and other accounts;

2.19. To open and maintain accounts on behalf of Owner with such suppliers and vendors as are necessary or appropriate for the efficient operation of the Property;

2.20. Subject to the approval by the Owner, to join and participate on Owner's behalf in such professional, trade or industry organizations and associations relating to shopping centers as is necessary or appropriate with respect to the operation of the Property;

2.21. To notify Owner of any violations of any laws, orders, rules, or determinations of any governmental authority or agency affecting the Property promptly after such violation or determination is known to Agent and, subject to the other terms and provisions of this Agreement, to propose to Owner and implement at Owner's expense remedies of any such violations;

2.22. To notify Owner of any catastrophe or major loss or damage or other material adverse change with respect to the Property, and to similarly notify all appropriate insurance authorities of the same, promptly upon Agent's knowledge thereof;

2.23. To supervise and arrange for all construction work performed on behalf of Owner at, in or about the Property, provided, however, that Agent shall be paid a construction supervision fee in the amount of five percent (5%) of the total construction costs incurred for such work performed from and after the date hereof (the "Construction Fee"), provided further that no Construction Fee shall be paid to Agent with respect to any tenant improvements described on Schedule 1<sup>1</sup> attached hereto;

2.24. Upon request of Owner, to provide or arrange for such engineering, architectural, design or consulting services with respect to construction, rehabilitation or decorating work or proposed construction, rehabilitation or decorating work at the Property, all such services to be paid for by Owner;

2.25. To handle on behalf of Owner the submission to appropriate insurance officials of insurance claims and the settlement thereof, provided however, that with respect to any proceeds or reimbursements with respect to such claim which is in excess of Twenty Five Thousand Dollars (\$25,000), Agent shall be paid a processing fee, in addition to all other fees set forth herein, in an amount equivalent to three percent (3%) of the amount received by Owner with respect to that claim;

2.26. To prepare such reports, data, presentations, market surveys or other material as Owner requests in connection with the sale, refinancing, disposition or master leasing of the Property;

2.27. To institute at Owner's expense, advertising, marketing and public relations campaigns pertaining to the Property;

2.28. To recommend to Owner, where Agent deems it appropriate, programs for the rehabilitation, remodeling, repairs and marketing of the Property;

2.29. To use commercially reasonable efforts, at Owner's expense, to cause compliance with all material terms and conditions contained in any mortgage, deed of trust or other security instruments affecting the Property or any document governing the Loan described in Section 17 to the extent the same have been delivered to Agent; and

2.30. To perform such other services on behalf of Owner with respect to the Property customarily performed by agents within the Property's geographical area as shall be reasonably requested from time to time by Owner. If Owner and Agent disagree as to which services are customarily performed by agents as aforesaid, Agent shall not be required to perform such service until resolution of such dispute, and such non-performance shall not be the basis of termination by Owner of this Agreement.

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<sup>1</sup> Attach with respect to applicable properties only.

3. Owner expressly withholds from Agent any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment therein, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers above vested in Agent without the prior written direction of Owner (or any party that Owner shall direct), except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or the safety of the occupants thereof or are required to avoid the suspension of any necessary service to the Property.

3.1. Agent agrees to remit promptly to the account designated by Owner, all receipts received in the prior calendar month with respect to the Property in excess of budgeted operating expenses and reserves.

4. Owner shall, at all times, provide necessary funds to maintain and operate the Property as efficiently as possible and in a first class manner in keeping with the standards of operations for similarly situated shopping centers in the area. Owner shall advance such funds to Agent no later than thirty (30) days after its receipt from Agent of notice of the necessity for such advance. Owner agrees to provide any anticipated cash deficits thirty (30) days prior to its occurrence.

5. Except as otherwise provided for herein, Owner shall pay to Agent a property management fee in an amount equal to four percent (4%) of the gross receipts of the Property (the "Management Fee"). This fee shall be payable in monthly installments from the operating accounts maintained pursuant to Section 2.18 hereof. Gross receipts of the Property shall include all rents, percentage rents, tenant charges, reimbursements from Tenants for common area maintenance charges, insurance, utilities and real estate taxes and such other amounts as are collected from Tenants and shall exclude the proceeds from any sale or refinancing of the Property or any portion thereof and the proceeds of any settlements, insurance award (except as provided in Section 2.25) or condemnation award. The Management Fee does not include payment for leasing services, which shall be payable to Agent pursuant to Section 5.2 below.

5.1. To the extent that operating revenues of the Property are insufficient to pay the Management Fee in full when due, and to the extent that Agent agrees in writing in advance to defer receipt by it of any part of the Management Fee due it, the amount so deferred shall bear interest at the rate of two (2) percentage points in excess of the "prime rate" or "base rate" from time to time announced by Citibank, N.A., New York New York compounded monthly. Nothing herein contained, however, shall be construed to obligate Agent to defer receipt by it of any Management Fee or other fees whatsoever.

5.2. Agent or its affiliate shall be the leasing agent for the Property. Owner shall pay Agent or its affiliate a leasing commission for each lease signed by a tenant and Owner at any time between March 26, 2007 and the date this Agreement shall expire or sooner terminate (a "Leasing Commission") in an amount equal to five percent (5%) of the full base rent (regardless of how such rent is denominated therein) payable under such lease during the entire primary term thereof, provided that such fees shall not exceed 50% in the aggregate with respect to any such primary term. In the event of a lease renewal, the Leasing Commission payable to Agent shall be in an amount equal to two and one-half percent (2.5%) of the full base rent (regardless of how

such rent is denominated therein) payable thereunder during the entire renewal term of such lease, provided that such fees shall not exceed 25% in the aggregate with respect to any such renewal term. The full amount of any Leasing Commission due hereunder shall be payable to Agent or its affiliate upon the payment by the tenant to Owner of the first month's rent due under the applicable lease or lease renewal. In addition, Owner shall reimburse Manager for the reasonable actual out-of-pocket costs of all advertising plans and promotional materials and all reasonable attorneys' fees incurred by Agent in connection with the leasing of any space at the Property. Notwithstanding the foregoing, if one or more outside brokers were engaged by Owner and are entitled to receive a leasing commission in connection with the procurement of (A) a new lease, then the Leasing Commission payable to Agent hereunder with respect thereto shall be equal to the sum of (x) two and one-half percent (2.5%) of the full base rent payable under such lease during the entire primary term thereof plus (y) one-half of the difference between five percent (5%) of the full base rent payable under such lease during the entire primary term thereof and the amount to be paid to the outside broker pursuant to a written brokerage agreement or (B) the renewal of a lease, then the Leasing Commission payable to Agent hereunder with respect thereto shall be equal to the sum of (x) one and one-quarter percent (1.25%) of the full base rent payable under such lease during the entire renewal term thereof plus (y) one-half of the difference between two and one-half percent (2.5%) of the full base rent payable under such lease during the entire renewal term thereof and the amount to be paid to the outside broker pursuant to a written brokerage agreement.

5.3. Upon the sale or transfer, directly or indirectly, of the Property by Owner by deed, or by transfer of all of the partnership interests in Owner, Owner shall pay to Agent a disposition fee (a "Disposition Fee") equal to one-half of one percent (0.5%) of the gross sales price paid by the purchaser of the Property; provided, however, that any Disposition Fee payable hereunder shall not exceed \$150,000. The Disposition Fee shall be deemed earned, and, therefore, shall be paid, as and when title to the Property closes and without regard to whether one or more outside brokers were engaged in connection with such sale or transfer. Notwithstanding the foregoing, for so long as Agent or any of its affiliates shall be partners of Owner (Agent or such affiliated partner(s) in their respective capacity as partners of Owner, being "Cedar Affiliated Partner(s)"), Agent shall not be entitled to a Disposition Fee hereunder in the event of any transfer of interests in Owner by and among any of the then existing partners of Owner or any sale or transfer by deed of the Property to any of the then existing partners of Owner.

5.4. Upon any financing or refinancing by debt, sale and leaseback or other form of financing with respect to the Property (other than in connection with (i) the Loan described in Section 17 below<sup>2</sup>, (ii) any company loan from any partner of Owner to Owner (and any third-party loan for an amount less than \$250,000 used to repay such company loan) and (iii) any trade payable incurred in the ordinary course of business), Owner shall pay to Manager a financing fee (the "Financing Fee") equal to one-half of one percent (0.5%) of the original principal amount of the Financing; provided, however, that any Financing Fee payable hereunder shall not exceed \$50,000. The Financing Fee shall be deemed earned, and, therefore, shall be paid, as and when the subject financing closes and without regard to whether one or more outside brokers were engaged in connection with such financing.

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<sup>2</sup> Revise to the extent Agreement relates to the Parkway Plaza or Stone Hedge properties.

6. Owner shall reimburse Agent for reasonable, actual out-of-pocket expenses including telephone and facsimile charges, postage and express mail service and travel and food expenses incurred by Agent in connection with Agent's on site supervision of the Property by Agent's officers and personnel (evidenced by receipts submitted to Owner).

7. The Agent, on behalf of Owner, shall engage Stuart H. Widowski, Esq., or his successor, as legal counsel to provide legal services for Owner and the Property. Such services shall be provided as required and at a rate of \$200 per hour unless otherwise agreed to by Owner and Agent.

8. In performing its obligations hereunder, Agent shall comply with all applicable federal, state and local laws and regulations.

9. The initial term of this Agreement shall be for a period of three (3) years from the date hereof and this Agreement shall automatically renew from year to year thereafter unless and until terminated by either party upon ninety (90) days' prior written notice thereof. Notwithstanding the foregoing, Owner shall be entitled to terminate this Agreement (with no additional compensation) at any time upon fifteen (15) days' prior written notice to Agent in the event of the malfeasance or breach of this Agreement by Agent or upon the filing of a bankruptcy petition against or by Agent. This Agreement shall terminate automatically if:

(i) all or substantially all of the Property is condemned or acquired by eminent domain; or

(ii) all or substantially all of the Property is destroyed by fire or other casualty as a result of which all or substantially all of the Tenants are unable to continue the normal conduct of their business in their respective occupied spaces and are permanently released under their respective leases from the payment of all rent thereunder; or

(iii) all of the Property is sold to an unrelated, third-party purchaser; or

(iv) unless otherwise agreed to in writing between Owner and Agent, upon (x) the transfer by all of the Cedar Affiliated Partners of all of their respective partnership interests in Owner to any other then existing partners of Owner or to any other unaffiliated persons or entities or (y) the sale of the Property to any of the then existing partners of Owner.

10. Owner shall pay or reimburse Agent for any monies due it under this Agreement for services prior to termination, notwithstanding termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Agent shall survive any termination and, if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect. Owner agrees that Agent may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated to pay bills previously incurred but not yet invoiced, and to close accounts.

11. Owner agrees to release, indemnify, defend, and save the Agent, its officers and employees harmless from and against all claims, disputes, losses, liabilities and suits (including



but not limited to all attorneys' fees and litigation expenses and Agent's costs in connection therewith) in any way:

(i) relating to or arising in connection with the Property and/or damage to property and injuries to or death of any employee, invitee or other person whomsoever, and/or Agent's performance of its duties hereunder;

(ii) relating to any proceeding or suit involving an alleged violation by Owner of any law applicable to the Property or operations thereof; and

(iii) relating to obligations assumed by Agent, its officers or employees in connection with any financing or refinancing entered into in connection with the Property.

11.1. The obligations of Owner to indemnify, hold harmless, and reimburse Agent are subject to the following conditions:

(i) Agent shall promptly notify Owner of any matter with respect to which Owner is required to indemnify, hold harmless, or reimburse Agent; and

(ii) Agent shall not take or fail to take any actions, including an admission of liability, which would bar Owner from enforcing any applicable coverage under policies of insurance held by Owner or would prejudice any defense of Owner in any appropriate legal proceedings pertaining to any such matter or otherwise prevent Owner from defending itself with respect to any such matter, provided such action or failure to act resulted from the gross negligence or willful malfeasance of Agent.

Notwithstanding the foregoing, Owner shall not be required to indemnify, hold harmless, or reimburse Agent with respect to any matter to the extent the same resulted from the gross negligence or willful malfeasance of Agent or actions taken by Agent outside of the scope of Agent's authority under this Agreement or any express or implied direction of Owner.

The provisions of this section shall survive the expiration or any termination of this Agreement.

12. Owner and Agent shall each waive any claim for loss or damage against the other and mutually agree to hold each other harmless for loss to the Property to the extent that either party is reimbursed or indemnified by insurance coverage.

13. Agent will promptly notify Owner of any violations of any requirements of any statute, ordinance, law or regulation of any Governmental body or any public authority or official thereof having jurisdiction and shall promptly take all actions necessary to cure such violations and to prevent any civil or criminal liability from being imposed.

14. In the event (A) it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Owner or its agents with respect to the Property or the sale, rental, or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any provision, statute, ordinance, law, or regulation of any Governmental body or any order or ruling of any public authority or official thereof having or claiming to have

jurisdiction thereover, (B) Agent notifies Owner of such violation pursuant to Section 2.21 and Owner fails to contest such violation in good faith and/or to commence and diligently prosecute to completion (or permit Agent, at Owner's expense to commence and diligently prosecute) the cure of such violation, and (C) Agent, in its sole and absolute discretion, considers that the action or position of Owner may result in damage or liability to Agent, Agent shall have the right to cancel this Agreement at any time by giving not less than thirty (30) days' prior written notice to Owner of its election so to do, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by United States certified mail, and if served by mail shall be deemed to have been served when deposited in the United States mail system. Such cancellation shall not release the indemnities of Owner and Agent set forth herein and shall not terminate (i) any liability or obligation of Owner to Agent for any payment, reimbursement, or other sum of money then due and payable to Agent hereunder as of the date of such cancellation, or (ii) any obligation of Agent to remit moneys to Owner or to complete its obligations hereunder to the date of such cancellation. Agent shall cooperate with Owner to ensure a smooth and efficient transition to a new managing agent, including but not limited to, prompt delivery of files relating to the Property.

15. Agent agrees to release, indemnify, defend and save Owner harmless from and against all claims, disputes, losses, liabilities and suits (including but not limited to all attorneys' fees and litigation expenses and Owner's costs in connection therewith) in any way resulting from the gross negligence or willful malfeasance of Agent, or its employees:

(i) Relating to or arising in connection with the Property and/or damage to property and injuries to or death of any employee, invitee or other person whomsoever, and/or Agent's performance of its duties hereunder; and

(ii) Relating to any proceeding or suit involving an alleged violation by Agent of any law applicable to the Property or operations thereof.

The provisions of this Section 15 shall survive the expiration or any termination of this Agreement.

16. It is expressly agreed by the parties that:

16.1. The parties have entered into this Agreement without any inducements, representations, statements, warranties or agreements made by either party other than those expressly stated herein.

16.2. This Agreement embodies the entire understanding of the parties with respect to the subject matters stated herein and there are no other understandings or undertakings related to the within subject matters. This Agreement may be modified only by a written agreement signed by the parties hereto.

16.3. The provisions of this Agreement are severable and to the extent that any provision herein is determined by court order, law or rule to be invalid, such invalidity shall in no way affect nor invalidate the other provisions of this Agreement.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16.5. With respect to any and all disputes under or relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the Supreme Court of the State of New York, Nassau County and the United States District Court for the Eastern District of New York and the appellate courts with supervisory powers thereover.

16.6. The parties agree that in any litigation or proceeding commenced by either party against the other, service of process shall be deemed to be effective either by hand delivery thereof or by the mailing thereof via certified mail, postage prepaid, with a proof of mailing receipt validated by the U.S. Postal Service constituting the sufficient evidence of service of process.

16.7. With respect to any notices that are required or permitted to be made pursuant to this Agreement, they shall be in writing and either delivered personally, sent by United States mail or by facsimile (provided that if delivered by facsimile, a confirmation copy of such notice must also be delivered personally or by United State mail) addressed as follows:

As to Owner:

[ ]  
c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

As to Agent:

Cedar Shopping Centers Partnership, L.P.  
c/o Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050  
Attention: Brenda J. Walker  
Facsimile: (516) 767-6497

Each such notice addressed and given as set forth above shall be effective (i) the date of receipt of such notice, or attempted delivery of such notice, if receipt is refused; and (ii) if sent by United States mail as aforesaid, the date which is seventy-two (72) hours after such notice is deposited in the mail.

16.8. This Agreement may not be assigned by Agent without the prior written consent of Owner, provided, however, that Owner consents to Agent's designating a subsidiary or affiliate of Agent to act on behalf of Agent as leasing and rental agent for the Property. This

Agreement shall be binding upon and benefit the parties hereto and their respective successors and permitted assigns.

17. Agent acknowledges that Owner has obtained a loan from [ ] (“Lender”) in the principal amount of up to \$[ ] (the “Loan”), which is governed by a certain [ ] made by Owner for the benefit of Lender, dated the date hereof.<sup>3</sup> For so long as the Loan is outstanding:

- (a) this Agreement shall be terminable by Lender or its nominee without penalty or premium following the occurrence of an Event of Default (as such term is defined in the Loan Agreement) or by Owner after Lender has notified Owner in writing that Agent is unsatisfactory to Lender, in each case upon thirty (30) days prior written notice to Agent;
- (b) all payments hereunder shall be subject and subordinate in lien and priority of payment to the payment of all principal and interest and all other amounts due under the Loan; and
- (c) Agent shall promptly notify Lender with respect to any default hereunder and promptly deliver to Lender a copy of each notice, report, plan or statement delivered by Agent to Owner hereunder.

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<sup>3</sup> Modify as necessary to include the New Parkway Plaza Loan and the New Stone Hedge Loan in the event such loans have not closed as of the execution date.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Property Management Agreement as of the day and year first set forth above.

AGENT

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.

By: Cedar Shopping Centers, Inc., general partner

By:

\_\_\_\_\_  
Leo S. Ullman  
President

OWNER

[\_\_\_\_\_] , LP

By: [\_\_\_\_\_] GP, LLC, its general partner

By: Cedar Shopping Centers Partnership, L.P., its sole member

By: Cedar Shopping Centers, Inc., its general partner

By:

\_\_\_\_\_  
Leo S. Ullman  
President

SCHEDULE 1  
TENANT IMPROVEMENTS  
[REVISE TO INCLUDE FOR APPLICABLE PROPERTY ONLY]

Property	Estimated Tenant Improvement Costs	Description
Meadows Marketplace	\$ 242,100	Unit 104 — 2,400 sf vacant — In V-Box condition. <b>\$24,000</b> fitout Allowance  Unit 109- 3,400 sf vacant — To be demised for Starbucks. <b>\$147,500</b> to demise and build out Starbucks  Unit 109a — 1,700 sf vacant after demising — <b>\$17,000</b> fitout allowance.  Electric — <b>\$9,000</b> for primary to 5'  Water — <b>\$30,000</b> for meter pit and service to 5'  Gas — <b>\$5,000</b> to run line to 5'  Additional Sewer Capacity — <b>\$9,600</b>
Pennsboro Commons	\$ 35,000	Build-out of two vacant retail spaces
Stonehedge Plaza	\$ 15,000	Build-out of Citifinancial space; Build-out of 4,000 sf vacant retail space; Grease Trap
	\$ 35,000	
	\$ 25,000	
<b>TOTAL TENANT IMPROVEMENT</b>	<b>\$ 352,100</b>	

EXHIBIT E  
ALLOTTED CONSIDERATION

Cedar and Homburg agree that the Consideration for the Interests shall be allocated among the assets owned by the Property Owner as of the Closing as follows:

Cash and Cash Equivalents (Class I)	Dollar amount as of the Closing Date
Receivables (Class III)	Tax basis as of the Closing Date
Supplies, Prepaid Expenses and Other Current Assets (Class V)	Tax basis as of the Closing Date
Equipment, Furniture and Fixtures (Class V)	Tax basis as of the Closing Date
Real Property [Lease] and Improvements, and Construction of Improvements in Progress (Class V)	Balance
Goodwill, Going Concern Value and Other Section 197 Intangibles (Classes VI and VII)	None

<b>Property</b>	<b>Allotted Consideration</b>
Pennsboro Commons	\$ 15,680,000
Fieldstone Marketplace	\$ 22,960,000
Stonehedge Square	\$ 10,760,000
Meadows Marketplace	\$ 14,160,000
Aston Center	\$ 16,800,000
Ayr Town Center	\$ 9,600,000
Parkway Plaza	\$ 17,600,000
Scott Town Center	\$ 12,000,000
Spring Meadow Shopping Ctr	\$ 16,000,000
<b>TOTAL:</b>	<b>\$ 135,560,000</b>

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EXHIBIT F  
FORM OF ESCROW AGREEMENT  
(See Attached)

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of the 26th day of March, 2007, is among **LAWYERS TITLE INSURANCE CORPORATION**, having an address at Two Grand Central Tower, 140 East 45th Street, New York, New York 10017 ("Escrowee"), **CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, a Delaware limited partnership, having an office at 44 South Bayles Avenue, Port Washington, New York 11050 ("Cedar") and **HOMBURG HOLDINGS (U.S.) INC.**, a Colorado corporation, having an office c/o Homburg Invest Inc., 1741 Brunswick Street, Suite 600, Halifax, NS B3J-3X8 ("Homburg").

WITNESSETH

WHEREAS, Cedar and Homburg entered into that certain Agreement Regarding Purchase of Partnership Interests (hereinafter referred to as the "Purchase and Sale Agreement"); dated as of the date hereof, for the purchase and sale of the Interests.

WHEREAS, the Purchase and Sale Agreement provides for the terms and conditions applicable to the sale and purchase of the Interests and the performance obligations and rights of Cedar and Homburg; and

WHEREAS, Cedar and Homburg agree, pursuant to the Purchase and Sale Agreement, that Escrowee shall hold, in escrow the Deposit in accordance with the terms and conditions of the Purchase and Sale Agreement and this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Appointment of Agent.

(a) Cedar and Homburg hereby appoint Escrowee to act as their escrow agent on the terms and conditions hereinafter set forth, and Escrowee accepts such appointment.

(b) Homburg shall deliver the Deposit to Escrowee pursuant to the wire instructions attached hereto as Exhibit A and Escrowee agrees to hold the Deposit on behalf of the parties, and to apply, disburse and deliver the Deposit as provided in the Purchase and Sale Agreement and this Agreement. In the event of any conflict between the terms and conditions of the Purchase and Sale Agreement and the terms or conditions of this Agreement, as to the obligations of Escrowee, the terms and conditions of this Agreement shall govern and control.

2. Disposition of the Required Deposit.

(a) Escrowee shall hold the Deposit in an interest bearing segregated account at JPMorgan Chase Bank, N.A. which rate of interest need not be maximized. Escrowee shall not commingle the Deposit with any other funds.

(b) Escrowee shall pay the Deposit in accordance with the terms of the Purchase and Sale Agreement. If, prior to any Closing, either party makes a written demand

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upon Escrowee for delivery of the Deposit (or portion thereof), Escrowee shall give written notice to the other party of such demand. If a written notice of objection to the proposed payment is not received from the other party within seven (7) Business Days after the giving of notice by Escrowee, Escrowee is hereby authorized to deliver the Deposit (or portion thereof so demanded) to the party who made the demand. If Escrowee receives a written notice of objection within said period, then Escrowee shall continue to hold the Deposit and thereafter pay it to the party entitled when Escrowee receives (a) written notice from the objecting party withdrawing the objection, or (b) a written notice signed by both parties directing disposition of the Deposit, or (c) a judgment or order of a court of competent jurisdiction.

(c) Nothing in this Section 2 shall have any effect whatsoever upon Escrowee's rights, duties, and obligations under Section 3.

### 3. Concerning Escrowee.

(a) Escrowee shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrowee without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document;

(b) Escrowee shall not be bound in any way by any other contract or understanding between Cedar and Homburg, whether or not Escrowee has knowledge thereof or consents thereto unless such consent is given in writing;

(c) Escrowee's sole duties and responsibilities shall be to hold and disburse the Deposit in accordance with this Agreement and the Purchase and Sale Agreement;

(d) Upon the disbursement of the Deposit in accordance with this Agreement, Escrowee shall be relieved and released from any liability under this Agreement;

(e) Escrowee may resign at any time upon at least fifteen (15) Business Days prior written notice to Cedar and Homburg hereto. If, prior to the effective date of such resignation, Cedar and Homburg hereto shall have approved, in writing, a successor escrow agent, then upon the resignation of Escrowee, Escrowee shall deliver the Deposit to such successor escrow agent. From and after such resignation and the delivery of the Deposit to such successor escrow agent, Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason Cedar and Homburg shall not approve a successor escrow agent within such period, Escrowee may bring any appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction, pending the approval of a successor escrow agent, and upon such deposit Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement;

(f) Cedar and Homburg hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrowee from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrowee (including reasonable attorneys' fees and disbursements) by reason of Escrowee performing its obligations pursuant to,

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and in accordance with, the terms of this Agreement, but in no event shall Escrowee be indemnified for its gross negligence, willful misconduct or breach of the terms of this Agreement;

(g) In the event that a dispute shall arise in connection with this Agreement or the Purchase and Sale Agreement, or as to the rights of Cedar and Homburg in and to, or the disposition of, the Deposit (or portion thereof), Escrowee shall have the right to (w) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise, or (x) deposit the Deposit in an appropriate court of law, following which Escrowee shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement, or (y) institute an action in interpleader or other similar action permitted by stakeholders in the State of New York, or (z) interplead Cedar or Homburg in any action or proceeding which may be brought to determine the rights of Cedar and Homburg to all or any part of the Deposit; and

(h) Escrowee shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained.

#### 4. Termination.

This Agreement shall automatically terminate upon the delivery or disbursement by Escrowee of the entire Deposit in accordance with the terms of the Purchase and Sale Agreement and terms of this Agreement, as applicable.

#### 5. Notices.

All notices, demands, consents, reports and other communications provided for in this Agreement shall be in writing, shall be given by a method prescribed in this Section and shall be given to the party to whom it is addressed at the address set forth below or at such other address(es) as such party hereto may hereafter specify by at least seven (7) days' prior written notice.

To Cedar:

c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

With a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982

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Attention: Steven P. Moskowitz, Esq.  
Facsimile: (212) 806-6006

To Homburg:

c/o Homburg Invest Inc.  
1741 Brunswick Street, Suite 600  
Halifax, NS B3J-3X8  
Attention: Richard Stolle  
Facsimile: 902-468-2457

and to:

c/o Homburg Invest Inc.  
11 Akerley Blvd., Suite 200  
Dartmouth, NS B3B-1V7  
Attention: Gordon Lawlor  
Facsimile: 902-469-6776

and to:

c/o Homburg Holdings (U.S.), Inc.  
559 East Pikes Peak Avenue  
Suite 320  
Colorado Springs, Colorado 80903  
Attention: Robert W. Harris  
Facsimile: 719-633-0278

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Steven Simkin, Esq.  
Facsimile: (212) 492-0073

and to:

The DeCaro Law Firm, PC  
47 Aspen Court  
Evergreen, CO 80439  
Attention: Phillip S. DeCaro, Esq.  
Facsimile: (303) 679-3327

To Escrowee:

Lawyers Title Insurance Corporation

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Two Grand Central Tower  
140 East 45th Street  
New York, New York 10017  
Attention: John LoVerne  
Facsimile: (212) 557-2148  
Telephone: (212) 949-0100

Any party hereto may change the address to which notice may be delivered hereunder by the giving of written notice thereof to the other parties as provided hereinbelow. Any notice or other communication delivered pursuant to this Section 5 may be mailed by United States or Canadian certified air mail, return receipt requested, postage prepaid, deposited in a United States or Canadian Post Office or a depository for the receipt of mail regularly maintained by the United States Post Office or the Canadian Post Office, as applicable. Such notices, demands, consents and reports may also be delivered (i) by hand or reputable international courier service which maintains evidence of receipt or (ii) by facsimile with a confirmation copy delivery by hand or reputable international courier service which maintains evidence of receipt. Any notices, demands, consents or other communications shall be deemed given and effective when delivered by hand or courier or facsimile, or if mailed only, five (5) Business Days after mailing. Notwithstanding the foregoing, no notice or other communication shall be deemed ineffective because of refusal of delivery to the address specified for the giving of such notice in accordance herewith. The provisions of this Section 5 shall survive the Closings and/or a termination of this Agreement.

6. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.

7. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE. THE PARTIES HERETO WAIVE TRY BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto; provided, however, that except as expressly provided herein as to the Escrowee, this Agreement may not be assigned by any party without the prior written consent of the other parties.

9. Entire Agreement.

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This Agreement, together with the Purchase and Sale Agreement, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10. Amendments.

Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation, rescission or supersession to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

11. Counterparts and/or Facsimile Signatures.

This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, any one of which shall constitute an original of this Agreement. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto. In the event that this Agreement is executed and delivered by way of facsimile transmission, each party delivering a facsimile counterpart shall promptly deliver an ink-signed original counterpart of the Agreement to the other party by overnight courier service; provided however, that the failure of a party to deliver an ink-signed original counterpart shall not in any way effect the validity, enforceability or binding effect of a counterpart executed and delivered by facsimile transmission.

12. Severability.

If any provision of the Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

13. EIN.

Cedar shall provide its employer identification numbers to Escrowee promptly following execution and delivery of this Agreement. Each of the parties hereto shall execute and deliver to the others any documents reasonably necessary for establishing the escrow account for the Deposit promptly following request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement as of the date and year first above written.

**ESCROWEE:**

LAWYERS TITLE INSURANCE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

**CEDAR:**

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware  
limited partnership

By: Cedar Shopping Centers, Inc., a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Leo S. Ullman  
President

**HOMBURG:**

HOMBURG HOLDINGS (U.S.)  
INC., a Colorado  
corporation

By: \_\_\_\_\_  
Name:  
Title:

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EXHIBIT A



**WIRE INSTRUCTIONS**

TO  
COMMONWEALTH LAND TITLE INSURANCE COMPANY (NY)  
Two Grand Central Tower  
140 East 45<sup>th</sup> Street  
NEW YORK, NY 10017  
212-949-0100

BANK: CHASE MANHATTAN BANK, N.A. NEW YORK, NY

ABA# 021-000-021

ACCT. NAME: Commonwealth Land Title Insurance Company

ACCT. # 036-1218746

REFERENCE: (NYN06-002988-C; CEDAR CALDWELL)

Please reference Commonwealths Title Number on all Wire Transfers and contact our Accounting Department at (212) 973-6731 contact person : David Harrison, Federal Reference Number when the wire has been sent.

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EXHIBIT G  
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of the day of \_\_\_\_\_, 2007, by and between CEDAR SHOPPING CENTERS — PARTNERSHIP, L.P., a Delaware limited partnership (“**Assignor**”) and HOMBURG HOLDINGS (U.S.) INC., a Colorado corporation (“**Assignee**”).

**WITNESSETH:**

WHEREAS, pursuant to that certain [DESCRIBE INTERIM PARTNERSHIP AGREEMENT], dated as of \_\_\_\_\_, 2007 (the “**Existing Partnership Agreement**”), Assignor and [\_\_\_\_\_] GP, LLC (the “**General Partner**”) are the sole partners of \_\_\_\_\_, a Delaware limited partnership (the “**Partnership**”);

WHEREAS, pursuant to the Existing Partnership Agreement, Assignor owns a 99% direct limited partnership interest in the Partnership and the General Partner owns a 1% direct general partnership interest in the Partnership;

WHEREAS, pursuant to that certain Agreement Regarding Purchase of Partnership Interests, dated as of February \_\_\_\_\_, 2007 (the “**Contract**”), between Assignor, as seller, and Assignee, as purchaser, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume as set forth in the Contract, all of Assignor’s right, title and interest in and to eighty percent (80%) of the direct limited partnership interests in the Partnership (the “**Assigned Partnership Interests**”), whereupon (x) Assignor will own nineteen percent (19%) of the direct partnership interests in the Partnership, (y) Assignee will own eighty percent (80%) of the direct partnership interests in the Partnership and (z) the General Partner will own one percent (1%) of the direct partnership interests in the Partnership;

WHEREAS, contemporaneously with the execution and delivery of this Agreement and in accordance with the terms of the Contract, Assignor, Assignee and the General Partner shall amend and restate the Existing Partnership Agreement to reflect, among other things, the assignment and assumption of the Assigned Partnership Interests pursuant to this Agreement (the “**Amended Partnership Agreement**”);

WHEREAS, all capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

NOW, THEREFORE, for valuable consideration in hand paid; the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, without, recourse, representation or warranty except as set forth in the Contract, all right, title and interest of Assignor in and to the Assigned Partnership Interests.
  2. Subject to those provisions of the Contract that shall expressly survive the Closing and the terms of the Amended Partnership Agreement, Assignee hereby accepts such assignment and assumes all obligations with respect to the Assigned Partnership Interests.
-

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. None of the provisions of this Agreement shall be for the benefit\_ of or enforceable by any other person.

4. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to do so.

6. The parties hereto covenant and agree that they will execute, deliver and acknowledge from time to time at the request of the other, and without further consideration, all such further instruments of assignment or assumption of rights and/or obligations as may be required in order to give effect to the transactions described herein.

7. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware (without regard to principles of conflicts of laws).

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2007.

ASSIGNOR:

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a  
Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland  
corporation, its general partner

By: \_\_\_\_\_

Leo S. Ullman  
President

ASSIGNEE:

HOMBURG HOLDINGS (U.S.) INC., a Colorado corporation

By: \_\_\_\_\_

Name:  
Title:

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**CERTIFICATE FOR NON-IMPUTATION ENDORSEMENT**

Homburg Holdings (U.S.) Inc. ("**Homburg**") has requested Lawyers Title Insurance Corporation ("**Lawyers Title**") to include a Non-Imputation Endorsement' (the "**Endorsement**") as part of the owner's title insurance policy issued onin favor of [\_\_\_\_\_] (the "**Property Owner**") as Policy No. [\_\_\_\_\_] (the "**Existing Policy**") respecting the premises commonly known as [\_\_\_\_\_] and as more particularly described in the Existing Policy (the "**Premises**"), which Endorsement will protect Homburg from defenses of Lawyers Title under the Existing Policy arising as a result of the imputation of the knowledge of CSCP (as hereinafter defined).

As an inducement to Lawyers Title to issue the Endorsement, the undersigned makes the following certifications, true to the knowledge, information and belief of the undersigned as of the this day of \_\_\_\_\_, 2007:

1. The undersigned is a Vice President of Cedar Shopping Centers, Inc., the general partner of Cedar Shopping Centers Partnership, L.P. ("CSCP"), which is the sole member of [\_\_\_\_\_] , the general partner of [\_\_\_\_\_] (the "**Property Owner**").
2. Except as set forth in the Existing Policy, the schedule of leases affecting the Premises as identified in Schedule "A" attached hereto and as otherwise disclosed by the public record of the county in which the Premises is located:
  - a. There are no unrecorded deeds, land contracts, leases, options to purchase, mortgages agreements or other instruments made or given by CSCP or the Property Owner' that materially and adversely affect title to the Premises.
  - b. Neither CSCP nor the Property Owner has made or given to any party other than Homburg any outstanding right (including unrecorded deeds), title or interest in or to the Premises.
  - c. There is no material pending or threatened litigation against the Premises or against the Property Owner other than claims made in the ordinary course of the business of owning and operating the Premises.
3. The assets of the Property Owner are sufficient to satisfy all unrecorded debts created by the Property Owner and no conveyance or mortgage of the Premises has rendered the Property Owner insolvent or in fraud of its creditors under the bankruptcy laws of the United States, or of any insolvency laws of the State of [\_\_\_\_\_] ;

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<sup>1</sup> With respect to CDC properties only, to the extent that Cedar shall have purchased interests in the existing property owner instead of the fee interests in the properties, certifications' respecting the "Property Owner" shall be limited to the period from and after Cedar shall have acquired said interests.

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4. The undersigned is making this affidavit for the purpose of inducing Lawyers Title issue the Endorsement, knowing that Lawyers Title will rely on the certifications made herein, and that without the certifications in this affidavit, Lawyers Title would not issue the Endorsement.

IN *WITNESS WHEREOF*, the undersigned has duly executed this affidavit on the day and hear first above written.

[ADD SIGNATURE BLOCK]

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EXHIBIT I  
DEPOSIT ALLOCATION

<b>Property</b>	<b>Deposit</b>
Pennsboro Commons	\$ 58,000.00
Fieldstone Marketplace	\$ 85,000.00
Stonhedge Square	\$ 39,000.00
Meadows Marketplace	\$ 52,000.00
Aston Center	\$ 62,000.00
Ayr Town Center	\$ 36,000.00
Parkway Plaza	\$ 65,000.00
Scott Town Center	\$ 44,000.00
Spring Meadow Shopping Center	\$ 59,000.00
<b>TOTAL:</b>	<b>\$500,000.00</b>

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SCHEDULE 1  
PROPERTY OWNERS

<b>Existing Cedar Property Owners*</b>	<b>Property</b>
Cedar-Pennsboro, LLC	Pennsboro Commons
Cedar-Fieldstone, LLC	Fieldstone Marketplace
Cedar-Stonehedge, LLC	Stone Hedge Square
Cedar Hershey, LLC	Meadows Marketplace
<b>Contract Property Owners</b>	<b>Property</b>
Cedar-Spring Meadow, LP	Spring Meadow
Cedar-Ayr Town Center, LP	Ayr Town Center
Cedar-Aston Center, LP	Aston Center
Cedar-Scott Town Center, LP	Scott Town Center
Cedar-Parkway Plaza, LP	Parkway Plaza

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\* Each entity to be converted to a limited partnership per the Agreement.

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SCHEDULE 2  
SERVICE CONTRACTS

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**SERVICE CONTRACTS**

**PENNSBORO COMMONS**

E Penn Drive  
Enola, PA 17125

<u>VENDOR</u>	<u>SERVICE</u>	<u>CONTACT INFORMATION</u>
Custom Maintenance Services, Inc.	Parking Lot Sweeping	21 State Ave. Ste. 101 Carlisle, PA 17013 Phone: (717)249-6636 Fax: (717)249-6637
Brickman Group	Landscaping	Brickman Group 925 Lewisberry, PA 17055 Phone: (717)938-5868 Fax: (717)938-4472
Michael B. Stoner, Inc.	Snow Removal	P.O. Box 725 Mechanicsburg, PA 17055 Phone: (717)245-2225 Fax: (717)245-2199
Ehrlich	Pest Control	10 Lebanon Valley Pkwy Lebanon, PA 17042-9990 Phone: (717)238-9590

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**SERVICE CONTRACTS**

**Fieldstone Marketplace**  
**500 Kings Highway**  
New Bedford, MA 02745

<b>Vendor</b>	<b>Service Type</b>	<b>Contact Information</b>
Farland Enterprises	Snow Removal	32 Gammons Road Acushnet, MA 02743 508-998-8652
Kane Maintenance	Landscaping & Parking lot Cleaning	18 Whittemore Road Framingham, MA 01701 508-561-2327
A-Tech Security	Security	4 Phillips Street Fairhaven, MA 02719 508-999-7580
WS Shepard	Parking Lot Sweeping	PO Box 245 Westport, MA 02790 508-636-8111
Fire Systems	Fire & Sprinkler	955 Reed Road N. Dartmouth, MA 02747 508-999-4444
Insta-Brite	Powerwashing Sidewalks	PO Box 148 Whitman, MA 02382 781-447-0022

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**SERVICE CONTRACTS**

**STONEHEDGE SQUARE SHOPPING CENTER**

950 Walnut Bottom Road  
Carlisle, PA 17013

<b>VENDOR</b>	<b>SERVICE</b>	<b>CONTACT INFORMATION</b>
Energy Management Systems, Inc.	Sub-Meter Reading	325 W. Central Ave. Ste. 200 P.O. Box 538 Malvern, PA 19355-0538 Phone: (610)296-2875 Fax: (610)889-9909
Custom Maintenance Services, Inc.	Parking Lot Sweeping	21 State Ave. Ste. 101 Carlisle, PA 17013 Phone: (717)249-6636 Fax: (717)249-6637
Republic Services of Pennsylvania, LLC (DBA York Waste Disposal)	Trash Disposal	3730 Sandhurst Dr. Berkshire Business Park York, PA 17402 Phone: (717)845-1577 (800)210-9675 Fax: (717)764-1944
Vector Security	Fire Alarm Monitoring	23 Casey Ave. Wilkes-Barre, PA 18702 Phone: (800)222-6565
Michael B. Stoner, Inc.	Snow Removal	P.O. Box 725 Mechanicsburg, PA 17055 Phone: (717)245-2225 Fax: (717)245-2199
H.B. McClure Co.	HVAC Maintenance	P.O. Box 1745 Harrisburg, PA 17105 Phone: (717)232-4328 Fax: (717)234-3730

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**SERVICE CONTRACTS**

**Meadows Marketplace**  
233-277 Hershey Rd.  
Hummelstown, PA 17036

<b>VENDOR</b>	<b>SERVICE</b>	<b>CONTACT INFORMATION</b>
Custom Maintenance Services, Inc.	Parking Lot Sweeping	21 State Ave. Ste. 101 Carlisle, PA 17013 Phone: (717)249-6636 Fax: (717)249-6637
Brickman Group	Landscaping	Brickman Group 925 Lewisberry, PA 17055 Phone: (717)938-5868 Fax: (717)938-4472
Central Perm Asphalt	Snow Removal	3701 G Deny Street Harrisburg, PA 17111
Ehrlich	Pest Control	10 Lebanon Valley Pkwy Lebanon, PA 17042-9990 Phone: (717)238-9590
Vector Security	Sprinkler Monitoring	3549 Hempland Rd., Suite 1 Lancaster, PA 17601

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**Spring Meadow Shopping Center**  
Wyomissing, PA

**Landscaper / Snow Removal / Site Contact (for Some Emergencies)**

Jeff Povilaitis  
Edwards Landscape & Nursery  
517 Monocacy Hill Road  
Birdsboro, PA 19508  
610-582-1941 ofc  
484-256-5658 cell

Landscaping contract has expired.  
Snow removal contract is for  
winter season 2006 - 2007 & may  
be cancelled with 30 day notice.

**Lot Sweeper/Miscellaneous Repairs**

Custom Maintenance Services, Inc.  
Mike Nawa  
21 State Street, Suite 101  
Carlisle, PA 17013  
717-249-6636  
717-440-2320 Cell

Month-to-month  
Length of service: 2 years  
Also provides lot striping & repairs  
Preferred by Giant

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**Ayr Tows Center**  
McConnellsburg, PA

**Landscaper / Site Inspection**

McConnellsburg Lawn & Landscape  
Wade & Carrie Stermer  
726 Meadow Mt. Drive  
McConnellsburg, PA 17233  
717-485-9290

Landscaping contract has expired.

**Lot Sweeper/Miscellaneous Repairs**

Custom Maintenance Services, Inc.  
Mike Nawa  
21 State Street, Suite 101  
Carlisle, PA 17013  
717-249-6636  
717-440-2320 Cell

Month-to-month  
Length of service: 2 years  
Also provides lot striping & repairs  
Preferred by Giant

**Snow Removal**

David H. Martin Excavating  
Jerry Love  
4961 Cumberland Highway  
Chambersburg, PA 17201  
717-264-2168

Contract is for 2006-2007 Winter Season

**Fire Alarm Monitoring**

Tele-Plus Corporation  
916 Eldridge Drive  
Hagerstown, MD 21740-6842  
301-797-9500

Annual Contract from  
04/20/06 - 04/19/07

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**Aston Giant #278**  
Aston, PA

**NO SERVICE OR MAINTENANCE CONTRACTS**

Giant maintains this stand-alone store (absolute net).

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SCOTT TOWN CENTER  
Bloomsburg, PA

**SERVICE / MAINTENANCE CONTRACTS & INFORMATION**

**Sweeping**

Custom Maintenance Services, Inc.  
Mike Nawa  
21 State Street, Suite 101  
Carlisle, PA 17013  
717-249-6636

Month-to-month  
Length of Service: 3 years  
Also provides lot striping & repairs  
Preferred by Giant

**Snow Removal**

Sokol, Inc.  
Ray Sokol  
PO Box 366  
Bloomsburg, PA 17815  
570-784-4411

Contract is for 2006-2007 winter  
season — may be cancelled with  
30-day notice  
Length of Service: 3 years

**Landscape Maintenance**

Don A. Ruhmel  
Custom Landscaping  
360 Stone Church Road  
Berwick, PA 18603  
570-752-5105

Annual Contract (Jan-Dec 2006)  
terminated by either party with 30 days written notice  
Length of Service: 3 years

**HVAC Maintenance**

H B McClure Company  
George Hoch  
P.O. Box 1745  
Harrisburg, PA 17105-1745  
717-232-4328

Annual Contract for LA Weight Loss,  
Jackson Hewitt, Holiday Hair, Subway & Nextel  
(November 1, 2006 - October 31, 2007)  
Length of Service: 2 years

**Fire Sprinkler Inspection**

Penn Fire Protection, Inc.  
Mark Hayes  
135 David Street  
Selinsgrove, PA 17870  
570-374-4508

Annual Contract (Jan-Dec 2006)  
Year to year  
Retail Spaces  
Length of Service: 2 years

**Fire Alarm Inspection & Monitoring**

Security Net, LLC  
411 W. 16<sup>th</sup> Street  
Hazelton, PA 18201  
570-453-1384

3-year Contract (Dec. 9, 2005-Dec 9, 2008)  
Length of Service: 2 years  
Retail Spaces

**PARKWAY PLAZA**

Cumberland Parkway  
Mechanicsburg, PA

**SERVICE / MAINTENANCE CONTRACTS & INFORMATION**

**Sweeping**

Custom Maintenance Services, Inc.  
Mike Nawa  
21 State Street, Suite 101  
Carlisle, PA 17013  
717-249-6636

Month-to-month  
Length of Service: 8 years  
Also provides lot striping & repairs  
Preferred by Giant

**Landscape Maintenance**

Tri-State Fence & Lawn  
Brent Decker  
15113 Clear Spring Road  
Williamsport, MD 21795  
301-223-8733

Annual Contract (Jan-Dec 2006) — may be terminated by either party with 30 days written notice  
Length of Service: 7 years

**Snow Removal**

Becker's, Inc.  
Dave Becker  
3150 Gettysburg Road  
Camp Hill, PA 17011

Contract is for 2006-2007 Winter season.  
may be cancelled with 30 day notice

**Pest Control**

Archer Pest Control  
Keith Jones  
5008 Pheasant Hollow Road  
Mechanicsburg, PA 17050  
717-737-2724

Quarter-to-quarter (No contract)  
Length of Service: 6 years

**HVAC Maintenance**

H B McClure Company  
George Hoch  
P.O. Box 1745  
Harrisburg, PA 17105-1745  
717-232-4328

Annual Contract for Brothers Pizza,  
UPS Store, Holiday Hair & Movie Merchants  
(May 1, 2006 - April 30, 2007)  
Length of Service: 8 years

**Fire Sprinkler Inspection**

Triangle Fire Protection, Inc.  
Frank Herr  
20 Roadway Drive  
Carlisle, PA 17013  
717-241-9662

Annual Contract (Jan-Dec 2006) — may be terminated by either party with 30 days written notice  
Retail Spaces  
Length of Service: 7 years

SCHEDULE 3  
LEASES

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**Pennsboro Commons**

**Americhoice Federal Credit Union**

**Lease Dated:** February 15, 2000  
**Lease Letter Dated:** January 28, 2000  
**Letter Agreement Dated:** October 27, 2004  
**Estoppel Agreement Dated:** August 16, 2005

**Barbarino's Pizza**

**Lease Dated:** June 1, 2004  
**Guaranty Dated:** June 1, 2004  
**Lease Letter Dated:** May, 21, 2004  
**Estoppel Agreement Dated:** October 2, 2005

**Brook Investments, Inc.**

**Lease Dated:** July 11, 2006  
**Delivery of Possession Agreement Dated:** July 19, 2006

**California Fusion**

**Confirmation of Possession and Lease Term:** April 25, 2005  
**Lease Dated:** June 15, 2005  
**Lease Letter Dated:** June 15, 2005  
**Estoppel Agreement:** June 15, 2005

**Cellutions, Inc. d/b/a Cingular Wireless**

**Lease Dated:** June 5, 2006

**Check 'n Go**

**Commencement Letter Dated:** May 14, 2004  
**Lease Dated:** June 10, 2004  
**Guaranty Dated:** August 9, 2004  
**Addendum to Lease Dated:** August 9, 2004  
**Estoppel Agreement Dated:** October 19, 2005  
**Termination Agreement Dated:** December 27, 2006

**Class Act Dry Cleaners**

**Lease Dated:** December 31, 2001  
**Commencement Agreement Dated:** December 21, 2001  
**Estoppel Agreement Dated:** October 9, 2005

**Dr. Barbara Christensen**

**Lease Dated:** December 22, 2003  
**Commencement Agreement Dated:** December 19, 2003  
**Lessor's Agreement Dated:** March 17, 2004  
**Estoppel Agreement Dated:** October 24, 2005

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**Giant Food Stores, LLC**

**Lease Dated:** December 29, 1995

**Guaranty Dated:** September 26, 1995

**First Amendment to Lease Agreement Dated:** May 21, 1997

**Second Amendment to Lease Agreement Dated:** April 16, 1998

**Third Amendment to Lease Agreement Dated:** June 9, 1999

**Fourth Amendment to Lease Agreement Dated:** July 27, 1999

**Store Expansion Amendment to Lease Agreement Dated:** April 4, 2003

**Amendment to Store Expansion Amendment to Lease Agreement Dated:** April 4, 2003

**Memorandum of Amendment to Lease Dated:** April 4, 2003

**Supplement to Subordination, Attornment and Nondisturbance Agreement Dated:** April 4, 2003

**SNDA Agreement Dated:** February 10, 2006

**Giant Food Stores, LLC (Fueling Station Lease)**

**Lease Dated:** October 1, 2001

**Memorandum of Fueling Station Lease Dated:** October 1, 2001

**Supplement to Subordination, Attornment and Nondisturbance Agreement Dated:** October 2, 2001

**Guaranty Dated:** March 16, 2005

**Renewal Letter Agreement Dated:** March 28, 2006

**Gingerbread Cafe**

**Lease Dated:** April 9, 2002

**Commencement Agreement Dated:** Not Dated

**Estoppel Agreement Dated:** October 19, 2005

**Golden Nail**

**Lease Dated:** June 15, 2005

**Confirmation of Possession and Lease Terms:** June 15, 2005

**Lease Letter:** Not Dated

**Guaranty:** June 15, 2005

**Estoppel Agreement:** September 29, 2005

**Jackson Hewitt**

**Rent Commencement Dated:** October 25, 2004

**Lease Dated:** October 29, 2004

**Agreement Dated:** November 1, 2004

**Estoppel Dated:** September 26, 2005

**Lean and Mean Fitness**

**Lease Dated:** May 24, 2005

**Estoppel Dated:** August 18, 2005

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**Mailboxes ETC**

**Lease Letter Dated:** June 15, 1999  
**Lease Dated:** July 1, 1999  
**Guaranty Dated:** July, 1, 1999  
**Addendum Dated:** March 17, 2000  
(Mentioned in Estoppel but not in file.)  
**Assignment Dated:** April 24, 2002  
(Mentioned in Estoppel but not in file.)  
**Estoppel Dated:** October 4, 2005

**Movie Merchants**

**Lease Dated:** July 29, 1997  
**Guaranty Dated:** July 29, 1997  
**Renewal Letter Dated:** March 1, 2004  
**Estoppel Agreement Dated:** August 15, 2005

**P&D Discount Tobacco**

**Lease Letter Dated:** August 10, 2001  
**Lease Dated:** September 5, 2001  
**Guaranty:** Not Dated  
**Estoppel Dated:** August 18, 2005

**Papa John's Pizza**

**Lease Dated:** July 30, 1999  
**Addendum Dated:** July 30, 1999  
**Guaranty Dated:** July 30, 1999  
**Renewal Dated:** April 24, 2004  
**Estoppel Agreement Dated:** September 30, 2005

**Pet Valu**

**Lease Dated:** March 4, 2005  
**Estoppel Dated:** October 18, 2005

**Roly Poly**

**Lease Dated:** November 10, 2003  
**Lease Letter Dated:** November 5, 2003  
**Guaranty Dated:** Not Dated  
**Estoppel Agreement Dated:** October 18, 2005

**Scott D. Trask, DMD**

**Lease Dated:** July 7, 2005  
**Confirmation of Possession and Lease Terms Dated:** June 7, 2005  
**Guaranty Dated:** 2005  
**Estoppel Agreement Dated:** October 21, 2005

**Subway**

**Lease Dated:** December 12, 1997  
**Rider to Lease Dated:** December 12, 1997

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**Success Chinese Restaurant**

**Lease Dated:** October 1, 1999

**Guaranty Dated:** 1999

**Estoppel Dated:** October 24, 2005

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**Fieldstone Marketplace**

**A.C. Holdings**

**Lease Dated:** July 22, 2002

**Guaranty Agreement Dated:** July 22, 2002

**Letter Agreement Dated:** October 21, 2002

**Citizen's Bank**

**Lease Dated:** December 21, 1992

**First Amendment to Lease Agreement Dated:** January 4, 2001

**Second Amendment to Lease Agreement Dated:** August 5, 2002

**Lease Assignment, Recognition and Consent Agreement Dated:** August 5, 2002

**Renewal Letter Dated:** April 29, 2005

**CVS**

**Lease Dated:** December 17, 1987

**Guaranty Dated:** December 17, 1987

**Commencement Letter Dated:** August 23, 1988

(Mentioned in Estoppel but not in file.)

**Memorandum/Notice of Lease Dated:** October 31, 1988

**Lease Renewal Dated:** July 13, 1998

**Lease Renewal Dated:** June 20, 2003

**Estoppel Agreement Dated:** November 3, 2005

**Carleen, Inc. d/b/a Cost Cutters**

**Lease Dated:** July 1, 1999

**Dunkin Donuts**

**Lease Dated:** August 9, 2004

**Landlord's Consent and Waiver Dated:** September 1, 2004

**Letter Agreement Dated:** October 7, 2004

**Letter Agreement Dated:** January 18, 2005

**Rider to Lease Dated:** March 3, 2005

**Escape to Fitness**

**Lease Dated:** July 1, 1997

**First Amendment of Lease Dated:** April 15, 2002

**Letter Agreement Dated:** March 20, 2003

**Lease Guaranty Dated:** May 26, 2005

**Second Amendment of Lease Dated:** May 31, 2005

**Estoppel Agreement Dated:** December 2, 2005

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**Flagship Cinema**

**Letter Agreement Dated:** September 17, 1998

**Guaranty of Lease Dated:** October 6, 1998

**Lease Dated:** October 21, 1998

**First Amendment of Lease Dated:** December 3, 1999

**Estoppel Agreement Dated:** November 28, 2005

**Furniture Place LLC**

**Lease Dated:** September 14, 2006

**Golden Star Chinese Restaurant**

**Lease Dated:** May 31, 1991

**First Amendment of Lease Dated:** May 3, 1991

**Renewal Letter Dated:** February 22, 2000

**Second Amendment of Lease Dated:** April 10, 2002

**KB Toys**

**Lease Dated:** July 15, 1988

**First Amendment of Lease Dated:** July 14, 1993

**Second Amendment of Lease Dated:** November 11, 1998

**Third Amendment of Lease Dated:** August 10, 1999

**Fourth Amendment of Lease Dated:** July 29, 2004

**Fifth Amendment of Lease Dated:** January 24, 2005

**Estoppel Agreement Dated:** November 29, 2005

**Liberty Tax Services**

**Lease Dated:** November 29, 2004

**New Bedford Dental Group**

**Lease Dated:** December 16, 1997

**Assignment and Assumption of Lease and Landlord's Consent Dated:** May 14, 2001

**Renewal Letter Dated:** May 12, 2004

**First Amendment of Lease Dated:** June 3, 2004

**Assignment of Lease Dated:** November 9, 2004

**Lease Guaranty Agreement Dated:** November 9, 2004

**Ocean's 18**

**Lease Dated:** May 10, 2005

**Confirmation of Lease Term Dated:** November 4, 2005

**Estoppel Agreement Dated:** November 15, 2005

**Subordination of Landlord's Lien Dated:** April 12, 2006

**Lease Modification Agreement Dated:** November 12, 2006

**Papa Gino's**

**Lease Dated:** September 10, 1986

**Estoppel Agreement Dated:** November 1, 2005

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**Payless**

**Lease Dated:** June 11, 1988  
**Lease Extension and Modification Agreement Dated:** November 23, 1992  
**Assignment of Lease and Consent to Assignment Dated:** July 29, 1994  
**Lease Amendment/Extension Agreement Dated:** February 23, 1996  
**Lease Amendment/Extension Agreement Dated:** June 12, 2000  
**Renewal Letter Dated:** April 7, 2005  
**Estoppel Agreement Dated:** November 2, 2005

**Sally Beauty**

**Lease Dated:** April 4, 1991  
**Lease Rider Dated:** April 4, 1991  
**Amendment to Lease Dated:** July 30, 1996  
**Letter Agreement Dated:** December 6, 2000  
**Relocation Amendment to Lease Dated:** June 25, 2002  
**Agreement Setting Lease Term Dated:** January 10, 2003  
**Estoppel Agreement Dated:** November 9, 2005

**Shaw's Supermarkets**

**Subordination, Non-Disturbance and Attornment Agreement Dated:** February 14, 2002  
(Mentioned in Estoppel but not in file.)  
**Lease Dated:** May 31, 2002  
**Memorandum of Amended and Restated Lease for Supermarket Premises Dated:** June 2002  
**Subordination, Non-Disturbance and Attornment Agreement Dated:** January 24, 2003  
(Mentioned in Estoppel but not in file.)  
**Letter Dated:** November 13, 2002  
(Mentioned in Estoppel but not in file.)  
**Subordination, Non-Disturbance and Attornment Agreement Dated:** June 17, 2004  
(Mentioned in Estoppel but not in file.)  
**Letter Dated:** July 12, 2004  
**Estoppel Agreement Dated:** October 25, 2005

**Speedee**

**Lease Dated:** October 30, 1989  
**Assignment and Agreement Dated:** January 28, 1997  
**Renewal Letter Dated:** October 30, 2003

**Winthrop's Hallmark**

**Lease Dated:** November 4, 1998  
**First Amendment of Lease Dated:** July 8, 2003  
**Estoppel Agreement Dated:** October 25, 2005

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**Stonehedge Square**

**Alfredo's Pizza**

**Lease Dated:** October 20, 2000

**Estoppel Agreement Dated:** July 1, 2004

**Estoppel Agreement Dated:** June 30, 2006

**Best Nails**

**Lease Dated:** January 26<sup>th</sup>, 2004

**Assignment and Assumption Dated:** May 3<sup>rd</sup>, 2005

**Estoppel Agreement Dated:** June 26<sup>th</sup>, 2006

**Brown Optical**

**Lease Dated:** July 9<sup>th</sup>, 1991

**Commencement Agreement Dated:** October, 5<sup>th</sup> 1991

**Letter Re: Lease Renewal Dated:** June 17<sup>th</sup>, 1996

**Estoppel Agreement Dated:** January 1<sup>st</sup>, 2000

**Amendment of Lease Dated:** October 15<sup>th</sup>, 2001

**Estoppel Agreement Dated:** June 4, 2004

**Estoppel Agreement Dated:** June 21<sup>st</sup>, 2006

**Modification Agreement Dated:** October 20, 2006

**Carlisle Coffee**

**Lease Dated:** April 8<sup>th</sup>, 2004

**Guaranty Dated:** April 8<sup>th</sup>, 2004

**Commission Agreement Dated:** April 8<sup>th</sup>, 2004

**Commission Agreement Dated:** June 24, 2005

**Estoppel Agreement Dated:** June 22<sup>nd</sup>, 2006

**Dawn's & Associates Realty**

**Guaranty Dated:** March 31<sup>st</sup>, 2004

**Lease Dated:** May 1<sup>st</sup>, 2004

**Estoppel Agreement Dated:** July 17<sup>th</sup>, 2006

**Great Wall Buffet**

**Lease Dated:** June 6<sup>th</sup>, 2001

**Surrender of Premises Agreement Dated:** December, 2001

**Estoppel Agreement Dated:** July 10<sup>th</sup>, 2006

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**M&T Bank**

**Resolution Dated:** June 13<sup>th</sup>, 1989

**Lease Dated:** June 28<sup>th</sup>, 1989

**Commencement Agreement Dated:** June 28<sup>th</sup>, 1989

**SNDA Dated:** August 30<sup>th</sup>, 1990

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**First Amendment of Lease Dated:** June 6<sup>th</sup>, 2002

**Estoppel Agreement Dated:** June 24, 2004

**Estoppel Agreement Dated:** June 29<sup>th</sup>, 2006

**Manpower, Inc.**

**Lease Dated:** June 1<sup>st</sup>, 1994

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**Second Modification and Extension to Lease Dated:** April 24<sup>th</sup>, 1998

**Third Modification and Extension of Lease Dated:** June 12<sup>th</sup>, 1999

**Fourth Modification and Extension of Lease Dated:** January 21<sup>st</sup>, 2000

**Fifth Modification and Extension of Lease Dated:** May 3<sup>rd</sup>, 2002

**Estoppel Agreement Dated:** June 4, 2004

**Sixth Modification and Extension of Lease Dated:** August 9<sup>th</sup>, 2005

**Estoppel Agreement Dated:** July 13<sup>th</sup>, 2006

**Monro Muffler**

**Lease Dated:** July 28<sup>th</sup>, 1994

**SNDA Dated:** March 24<sup>th</sup>, 1995

**Memorandum of Lease Dated:** August 1<sup>st</sup>, 1995

**Letter Re: Grant of Relief Dated:** July 29<sup>th</sup>, 1997

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**Estoppel Agreement Dated:** June 14, 2004

**Estoppel Agreement Dated:** June 26<sup>th</sup>, 2006

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**Nell's Market**

**Title Commitment Dated:** April 10<sup>th</sup>, 1989

**Lease Dated:** June 26<sup>th</sup>, 1989

**Memorandum of Lease Dated:** June 26<sup>th</sup>, 1989

**Addendum to Lease Agreement Dated:** June 26<sup>th</sup>, 1989

**Estoppel Agreement Dated:** September 9<sup>th</sup>, 1989

**Subordination Agreement Dated:** September 18<sup>th</sup>, 1989

**Landlord's Waiver Dated:** May 11<sup>th</sup>, 1990

**Subordination Agreement Dated:** August 30<sup>th</sup>, 1990

**Addendum to Lease Agreement Dated:** August 17<sup>th</sup>, 1993

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**Letter Re: Correction of Lease Dated:** October 2<sup>nd</sup>, 2002

**Estoppel Agreement Dated:** June 2, 2004

**Second Amendment of Lease Dated:** July 12<sup>th</sup>, 2005

**Conditioned Use Application Dated:** January 25<sup>th</sup>, 2006

**Letter Agreement Dated:** July 10<sup>th</sup>, 2006

**Estoppel Agreement Dated:** July 18<sup>th</sup>, 2006

**Pennsylvania Industries for the Blind and Handicapped**

**Lease Dated:** November 15, 1994

**Letter Agreement Dated:** April 7, 1999

**Tenant Estoppel Letter Dated:** January 12, 2000

**Renewal Letter Dated:** May 7, 2004

**Tenant's Estoppel Certificate Dated:** June 11, 2004

**Renewal Letter Dated:** March 21, 2005

**Estoppel Certificate Dated:** July 14, 2006

**First Amendment to Lease Dated:** November 21, 2006

**UPS Store**

**Lease Dated:** October 31<sup>st</sup>, 1995

**Guaranty Dated:** October 31<sup>st</sup>, 1995

**Letter Agreement Dated:** October 5<sup>th</sup>, 1998

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**First Amendment of Lease Dated:** April 24<sup>th</sup>, 2001

**Estoppel Agreement Dated:** July 1, 2004

**Estoppel Agreement Dated:** July 27<sup>th</sup>, 2006

**Lease Modification Agreement Dated:** December 7, 2006

**Weight Watchers**

**Lease Dated:** February 28<sup>th</sup>, 2002

**Commencement Agreement Dated:** May 21<sup>st</sup>, 2002

**Real Property Lease Assignment and Assumption:** April 1<sup>st</sup>, 2003

**Estoppel Agreement Dated:** June 10, 2004

**Estoppel Agreement Dated:** July 7<sup>th</sup>, 2006

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**Wine & Spirits Shoppe**

**Lease Dated:** January 22<sup>nd</sup>, 1991

**Subordination Agreement Dated:** August 8<sup>th</sup>, 1997

**Estoppel Agreement Dated:** January 7<sup>th</sup>, 2000

**Notice to Exercise Option to Renew Dated:** February 14<sup>th</sup>, 2001

**Estoppel Agreement Dated:** June 4, 2004

**Notice to Exercise Option to Renew Dated:** January 26<sup>th</sup>, 2006

**Estoppel Agreement Dated:** July 14<sup>th</sup>, 2006

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**Meadows Marketplace**

**Bethany Le & Loan Le (Babylon Nail)**

**Lease Dated:** July 18, 2005

**Delivery of Possession Agreement Dated:** July 21, 2006

**Brother Joe's Pizza**

**Lease Dated:** June 22, 2005

**Delivery of Possession Agreement Dated:** July 21, 2006

**Community Banks**

**Lease Dated:** May 8, 2006

**Giant Food Stores, LLC**

**Lease Dated:** October 13, 2004

**Memorandum of Lease Dated:** October 13, 2004

**Rent Commencement Dated Agreement Dated:** November 10, 2005

**Jing Sheng Jiang**

**Lease Dated:** May 3, 2006

**Jong Sun Park**

**Lease Dated:** April 5, 2005

**Delivery of Possession Agreement Dated:** July 21, 2006

**Pet Valu International Inc.**

**Lease Dated:** December 2, 2005

**Delivery of Possession Agreement Dated:** July 21, 2006

**Regis Corporation t/a Holiday Hair**

**Lease Dated:** June 16, 2005

**Delivery of Possession Agreement Dated:** July 21, 2006

**Commencement Date Agreement Dated:** August 17, 2006

**Subway Real Estate Corp.**

**Lease Dated:** September 20, 2006

**Rider to Lease Dated:** September 2006 (Part of the Lease)

**Verizon Wireless**

**Lease Dated:** May 16, 2006

**Delivery of Possession Agreement Dated:** July 21, 2006

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**Leases**  
Spring Meadow, Wyomissing, PA

<u>TENANT</u>	<u>Original Lease Date</u>	<u>Commencement Date</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modifications</u>
WYOMISSING					
Spring Meadow Shopping Center					
Giant Food Store #289	11/06/03	10/27/04	n/a	n/a	n/a
Fulton Bank	12/15/03	06/05/04	n/a	n/a	n/a

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**Leases**  
Ayr Town Center, McConnellsburg, PA

TENANT	Original Lease Date	Commencement Date	Amendments/ Modifications	Amendments/ Modifications	Amendments/ Modifications
McCONNELLSBURG					
Giant Food Store #272	04/28/04	05/11/05	05/11/05	11/03/05	n/a
			1st Amendment	2nd Amendment	
Wine & Spkits Shoppe #2901	01/14/05	06/10/05	n/a	n/a	n/a
Movie Gallery #3781	08/16/04	05/25/05	n/a	n/a	n/a

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**Leases**  
Aston Center, Aston, PA

**PROPERTY SUMMARY**

<u>TENANT</u>	<u>Original Lease Date</u>	<u>Commencement Date</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modifications</u>
ASTON					
Giant Food Stores #276	07/07/04	11/02/05	12/22/04	12/31/05	
			Letter 1st Amendment	2nd Amendment	

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**Leases**  
Scott Town Center, Bloomsburg, PA

<u>TENANT</u>	<u>Original Lease Data</u>	<u>Commencement Date</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modification</u>	<u>Amendments/ Modifications</u>
<b><u>BLOOMSBURG</u></b>					
<b>Giant Food Store 287</b>	07/25/02 Ground Lease	<b>08/01/03</b>	<b>07/25/02 1st Addendum to Ground Lease</b>	<b>05/15/03 Amendment to Addendum to  Grand Lease</b>	<b>7/31/2003 1st Amendment to Ground Lease</b>
<b>CitiFinancial Services</b>	01/07/06	<b>03/15/05</b>	n/a	n/a	n/a
<b>Holiday Fair</b>	12/19/03	<b>06/10/04</b>	<b>03/29/04 Assign/Amend of Lease-to-Regis</b>	n/a	n/a
<b>Jackson Hewitt Tax Service</b>	03/20/04	<b>10/01/04</b>	n/a	n/a	n/a
<b>LA Wright Loss Canton</b>	02/21/06	<b>04/07/06</b>	n/a	n/a	n/a
<b>Movie Gallery 343</b>	01/07/05	<b>06/10/04</b>	<b>03/18/04 1st Amendment Address connection</b>	n/a	n/a
<b>Nextel WIP Lease Corp</b>	10/28/06	<b>12/10/06</b>	n/a	n/a	n/a
<b>Subway Real Estate Corp</b>	06/10/04	<b>09/10/04</b>	n/a	n/a	n/a

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**Leases**  
Parkway Plaza, Mechanicsburg, PA

<u>TENANT</u>	<u>Original Lease Data</u>	<u>Commencement Date</u>	<u>Amendments/ Modifications</u>	<u>Amendments/ Modification</u>	<u>Amendments/ Modifications</u>
<b><u>PARKWAY PLAZA</u></b>					
<b>Brother's Pizza</b>	08/29/06	08/28/06	<b>06/29/06</b> Memo of Understanding	n/a	n/a
<b>Classic Dry Cleaners</b>	04/27/93	12/14/96	n/a	n/a	<b>n/a</b>
<b>Fulton Financial Realty</b>	10/21/97	01/01/99	09/28/93 1st Amendment	n/a	n/a
<b>General Nutrition Carp</b>	11/26/97	01/18/99	02/11/98 Suttee	10/08/88 1st Amendment	8/25/2004 2nd Amendment
<b>Giant Food Store #120</b>	09/12/87	12/02/98	n/a	n/a	<b>n/a</b>
<b>Giant Fueling Station</b>	12/10/08	12/02/98	n/a	n/a	<b>n/a</b>
<b>Holiday Hair</b>	09/09/96	02/01/99	03/29/04	n/a	n/a
<b>KinderCare Learning Centers</b>	09/02/90	05/01/00	n/a	n/a	n/a
<b>Movie Merchants</b>	03/26/98	02/01/99	02/14/02 Letter- Trade name change to	n/a	n/a
<b>Rite AW Store #2000</b>	02/12/98	12/02/03	n/a	n/a	n/a
<b>The UPS Store</b> (Parvin & Khosrow Mehrdash)	05/07/99	06/15/88	n/a	n/a	n/a
<b>Wendy's</b> (Valenti Mid-Atlante Realty)	01/31/02	10/08/02	n/a	<b>n/a</b>	n/a

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SCHEDULE 4  
TENANT IMPROVEMENTS

Property	Estimated Tenant Improvement Costs	Description
Meadows Marketplace		Unit 104 — 2,400 sf vacant - In V-Box condition. <b>\$24,000</b> fitout Allowance Unit 109- 3,400 sf vacant - To be demised for Starbucks. <b>\$147,500</b> to demise and build out Starbucks Unit 109a- 1,700 sf vacant after demising — <b>\$17,000</b> fitout allowance. Electric — <b>\$9,000</b> for primary to 5' Water — <b>\$30,000</b> for meter pit and service to 5' Gas — <b>\$5,000</b> to run line to 5' Additional Sewer Capacity - <b>-\$9,600</b>
	\$ 242,100	
Pennsboro Commons	\$ 35,000	Build-out of two vacant retail spaces
Stonchedge Plaza	\$ 15,000	Build-out of Citifinancial space; Build-out of 4,000 sf vacant retail space; Grease Trap
	\$ 35,000	
	\$ 25,000	
<b>TOTAL TENANT IMPROVEMENT</b>	<b>\$ 352,100</b>	

SCHEDULE 5  
LITIGATION

None.

SCHEDULE 6  
CURRENT LOAN DOCUMENTS

## Loan Documents

### Pennsboro Commons

1. Promissory Note made by Pennsboro Borrower in favor of Lender
2. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Pennsboro Borrower in favor of Lender
3. Assignment of Leases and Rents made by Pennsboro Borrower in favor of Lender
4. Assignment of Agreements made by Pennsboro Borrower in favor of Lender
5. Borrower's Certificate made by Pennsboro Borrower in favor of Lender
6. Environmental Indemnity Agreement among Pennsboro Borrower and Cedar LP
7. Key Principal's Guaranty Agreement made by Cedar LP in favor of Lender
8. Tenant Improvements/Leasing Commissions Escrow and Security Agreement between Pennsboro Borrower and Lender
9. Collection and Disbursement Agreement between Pennsboro Borrower and Lender
10. Opinion Letters of (i) Strook & Strook & Lavin LLP  
(ii) Naka, Huttar & Oldhouser, LLP



## Loan Documents

### Fieldstone Marketplace

#### *Existing Original Borrower's Loan Documents*

1. Promissory Note in the original principal amount of \$19,000,000
2. Mortgage and Security Agreement
3. Assignment of Leases and Rents
4. Environmental Indemnity Agreement
5. Guaranty of Recourse Obligations of Borrower
6. Assignment of Agreements, Permits and Contracts
7. Borrower's Financial Certificate
8. Certificate of Borrower
9. Guarantor's Financial Certificate
10. Reserve Deposit Letter

#### *Loan Assumption Documents*

11. Lender's Approval of the Loan Assumption and Assumption Application
  12. Loan Assumption and Substitution Agreement
  13. Allonge to Note
  14. UCC-3 Termination Statements (Bristol County, MA)
  15. UCC-1 Financing Statements (Bristol County, MA and MA Secretary of State)
  16. Request for Taxpayer ID No. (W-9)
  17. Consent and Subordination of Property Management Agreement
  18. Post-Closing Agreement
  19. Certification of Assuming Borrower Regarding Form Lease
  20. Legal Opinion Letter from the Sacks Law Group, P.C.
  21. Massachusetts Enforceability Legal Opinion from Bowditch & Dewey
  22. SPE Legal Opinion Letter from Richards Finger & Layton
  23. Bankruptcy Legal Opinion from Richards Finger & Layton
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## **Loan Documents**

### Meadows Marketplace

1. Promissory Note made by Meadows Marketplace Borrower in favor of Lender
  2. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Meadows Marketplace Borrower in favor of Lender
  3. Assignment of Leases and Rents made by Meadows Marketplace Borrower in favor of Lender
  4. Assignment of Agreements made by Meadows Marketplace Borrower in favor of Lender
  5. Borrower's Certificate made by Meadows Marketplace Borrower in favor of Lender
  6. Environmental Indemnity Agreement among Meadows Marketplace Borrower and Cedar LP
  7. Key Principal's Guaranty Agreement made by Cedar LP in favor of Lender
  8. Holdback Agreement between Meadows Marketplace Borrower and Lender.
  9. Tenant Improvements/Leasing Commissions Escrow and Security Agreement between Meadows Marketplace Borrower and Lender
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**Loan Documents**  
Spring Meadow, Wyomissing, PA

<u>Tab</u>	<u>Item</u>
1.	Promissory Note
2.	Form of Allonge to Promissory Note from CitiGroup Global Markets Realty Corp. in blank
3.	Open-End Mortgage, Assignment of Rents and Security Agreement
4.	Form of Assignment of Note, Mortgage, Assignment of Leases and Rents and Loan Documents from CitiGroup Global Markets Realty Corp. in Blank
5.	Assignment of Leases and Rents
6.	UCC-1 Financing Statement (Fixture Filing — Berks County, Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
7.	UCC-1 Financing Statement (Secretary of State of Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
8.	Guaranty of Recourse Obligations of Borrower
9.	Environmental Indemnity Agreement
10.	Estoppel and Assignment of Management Agreement
11.	Solvency Certificate
12.	Closing Certificate
13.	Rent Schedule Certification
14.	Utility Availability Certification
15.	Licenses/Permits Certification
16.	Lender's Escrow Instructions (with Title Commitment Attached)
17.	W-9 Request for Taxpayer Identification Number
18.	Post-Closing Agreement

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**Loan Documents**  
Ayr Town Center, McConnellsburg, PA

<u>Tab</u>	<u>Item</u>
1.	Promissory Note
2.	Form of Allonge to Promissory Note from CitiGroup Global Markets Realty Corp. in blank
3.	Open-End Mortgage, Assignment of Rents and Security Agreement
4.	Form of Assignment of Note, Mortgage, Assignment of Leases and Rents and Loan Documents from CitiGroup Global Markets Realty Corp. in Blank
5.	Assignment of Leases and Rents
6.	UCC-1 Financing Statement (Fixture Filing — Fulton County, Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
7.	UCC-1 Financing Statement (Secretary of State of Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
8.	Guaranty of Recourse Obligations of Borrower
9.	Environmental Indemnity Agreement
10.	Estoppel and Assignment of Management Agreement
11.	Solvency Certificate
12.	Closing Certificate
13.	Rent Schedule Certification
14.	Utility Availability Certification
15.	Licenses/Permits Certification

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**Loan Documents**  
Aston Center, Aston, PA

<u>Tab</u>	<u>Item</u>
1.	Promissory Note
2.	Form of Allonge to Promissory Note from CitiGroup Global Markets Realty Corp. in blank
3.	Open-End Mortgage, Assignment of Rents and Security Agreement
4.	Form of Assignment of Note, Mortgage, Assignment of Leases and Rents and Loan Documents from CitiGroup Global Markets Realty Corp. in Blank
5.	Assignment of Leases and Rents
6.	UCC-1 Financing Statement (Fixture Filing — Delaware County, Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
7.	UCC-1 Financing Statement (Secretary of State of Pennsylvania)
	a. UCC Assignment from CitiGroup Global Markets Realty Corp. in Blank
8.	Guaranty of Recourse Obligations of Borrower
9.	Environmental Indemnity Agreement
10.	Estoppel and Assignment of Management Agreement
11.	Reserve and Security Agreement
12.	Solvency Certificate
13.	Closing Certificate
14.	Rent Schedule Certification
15.	Utility Availability Certification
16.	Licenses/Permits Certification
17.	Leader's Escrow Instructions (with Title Commitment Attached)
18.	W-9 Request for Taxpayer Identification Number
19.	Post-Closing Agreement
20.	Lease Summary (Giant Foods)
21.	Tenant Estoppel Certificates
22.	Tenant Subordination, Nondisturbance and Attornment Agreement
23.	Certificate and Authorization of Members
24.	Certificate of Manager
25.	Good Standing Certificate of Borrower
26.	Survey
27.	Property Management Agreement

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Aston Center

<u>Tab</u>	<u>Item</u>
28.	Opinion of Borrower's counsel
29.	PZR Zoning Report
30.	Settlement Statement
31.	Loan Commitment
32.	Rate Lock Memorandum

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**Loan Documents**  
Scott Town Center, Bloomsburg, PA

1. Loan Commitment Letter
  2. Promissory Note
  3. Assignment of Leases and Rents
  4. Open-End Mortgage, Assignment of Rents and Security Agreement
  5. Guaranty of Recourse Obligations of Borrower
  6. Environmental Indemnity Agreement
  7. Estoppel and Assignment of Management Agreement
  8. Solvency Certificate
  9. Closing Certificate
  10. Rent Schedule Certification
  11. Utility Availability Certificate
  12. Licenses/Permits Certificate
  13. Request for Taxpayer Identification Number
  14. UCC-1 — Columbia County
  15. UCC-1 — Pennsylvania Department of State
  16. Post-Closing Agreement
  17. Management Agreement
  18. First Amendment to Management Agreement
  19. First Amendment to Limited Liability Company Operating Agreement
  20. Certificate of Manager
  21. Certificate and Authorization by the Members of Bloomsburg Center, LLC
  22. Tenant Estoppel and SNDA — Giant Food Stores, LLC
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- 23. Tenant Estoppel and SNDA — Movie Gallery
  - 24. Tenant Estoppel and SNDA — Citifinancial Services, Inc.
  - 25. Tenant Estoppel and SNDA — Regis Corporation
  - 26. Settlement Statement
  - 27. Opinion Letter of Counsel
  - 28. Closing Protection Letter
  - 29. Marked-Up Title Commitment
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SCHEDULE 7  
BASE RENTAL INCOME  
(See Attached)

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Fieldstone Marketplace

Supporting Schedule — Scheduled Base Rental Revenue

Tenant	Sq. Ft	Start	Expiration	Mar-2007 Rent	Annualized Rent
Liquor Store <sup>1</sup>	15,180	TBD	TBD	15,180	182,160
CVS	8,710	6/88	1/09	9,930	119,160
Winthrop's Hallmark	4,000	11/98	12/08	5,000	60,000
New Bedford Dental	2,184	1/98	3/12	2,719	32,628
Cost Cutters	1,570	7/99	8/07	1,897	22,764
Payless Shoesource	2,991	8/88	7/10	3,115	37,380
Shaw's Supermarket	68,000	8/88	2/24	66,583	798,996
Golden Star Restaurant	1,440	8/91	8/12	2,157	25,884
Sally Beauty	1,795	5/91	10/07	2,244	26,928
Liberty Tax Service	1,265	12/04	11/09	1,371	16,452
Escape to Fitness	13,445	9/97	9/12	10,584	127,008
Flagship Cinemas	41,975	10/98	10/23	17,524	210,288
Furniture Plaza	12,577	11/06	10/16	7,860	94,320
Papa Gino's	3,325	6/88	6/08	3,885	46,620
Citizen's Bank (ATM)	534	11/05	10/07	1,040	12,480
Dunkin Donuts	525	1/05	12/24	3,750	45,000
A.C. Holdings	4,128	10/02	10/22	5,418	65,016
SpecDee Oil	2,226	3/90	3/10	2,083	24,996
Oceans 18	8,100	11/05	5/10	4,700	56,400
Total Amount Per Month	193,970			167,040	2,004,480

Notes:

1 Cedar expects to lease to a liquor store prior to the "First Closing" date. Cedar will master-lease until tenant is in occupancy and paying rent.

**Meadows Marketplace**

## Supporting Schedule — Scheduled Base Rental Revenue

Tenant	Sq. Ft.	Start	Expiration	Mar-2007 Rent	Annualized Rent
Giant Food Stores	65,507	11/05	11/25	72,440	869,280
Pax Cleaners, Inc.	1,200	9/06	9/11	2,100	25,200
Holiday Hair (Regis Cor)	1,275	9/06	8/11	2,125	25,500
Brother Joe's Pizza	1,704	11/06	10/11	2,556	30,672
Babylon Nail	1,200	9/06	8/11	2,300	27,600
Subway	1,800	1/07	12/16	3,450	41,400
Pet Valu	2,500	9/06	8/11	3,750	45,000
Verizon	1,649	8/06	6/11	3,436	41,232
Jing Sheng Jiang	3,216	11/06	10/11	3,752	45,024
Vacant	2,466				
Starbucks <sup>1</sup>	1,850	TBD	TBD	2,852	34,224
Cartridge World <sup>2</sup>	1,563	TBD	TBD	2,735	32,820
Community Bank <sup>3</sup>	3,200	TBD	TBD	7,917	95,004
Total Amount Per Month	<u>89,130</u>			<u>109,413</u>	<u>1,312,956</u>

## Notes:

- 1 Cedar expects to lease to Starbucks prior to the "First Closing". Cedar will master-lease until tenant is in occupancy and paying rent.
  - 2 Cedar expects to lease to Cartridge World prior to the "First Closing". Cedar will master-lease until tenant is in occupancy and paying rent.
  - 3 Cedar has entered into a lease with Community Bank. Cedar will master-lease until tenant is in occupancy and paying rent.
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**Pennsboro Commons**

Supporting Schedule — Scheduled Base Rental Revenue

Tenant	Sq. Ft.	Start	Expiration	Mar-2007 Rent	Annualized Rent
Giant Gas	2,400	1/02	9/11	2,000	24,000
Giant	54,524	8/99	7/19	60,976	731,712
Giant Expansion	11,700	5/03	8/19	10,774	129,288
Movie Merchants	6,000	8/99	8/09	7,425	89,100
Hong Kong Buffet	3,000	10/00	9/10	3,898	46,776
Mail Boxes Etc.	1,200	9/99	6/09	1,650	19,800
Vacant	1,200				
Subway	1,440	10/02	9/08	1,754	21,048
Class Act Dry Cleaners	1,200	1/02	12/11	1,696	20,352
Barbarinos Pizza	1,800	6/04	5/10	2,250	27,000
Papa Johns	1,200	8/99	7/09	1,760	21,120
Americhoice FCU	1,200	1/06	2/10	1,840	22,080
Golden Nail	1,200	7/05	6/15	1,600	19,200
Scott D. Trask, DMD	2,400	10/05	9/10	2,800	33,600
Roly Poly	1,200	3/03	2/09	1,600	19,200
P&D Discount Tobacco	1,200	11/04	10/07	1,425	17,100
Vacant	1,200				
Gingerbread Cafe	1,200	7/02	6/07	1,452	17,424
Dr. Barbara Christensen	1,200	2/04	1/09	2,000	24,000
Jackson Hewitt	1,200	12/04	12/09	1,600	19,200
Cellutions	1,200	6/06	10/09	2,100	25,200
Pet Valu	2,460	7/05	7/10	3,690	44,280
Lean & Mean	1,895	5/05	4/10	2,526	30,312
California Fusion	1,705	6/05	6/10	2,273	27,276
Vacant	3,600				
Brooke Corporation	1,260	8/06	8/09	1,700	20,400
<b>Total Amount Per Month</b>	<b>109,784</b>			<b>120,789</b>	<b>1,449,468</b>

Stonehedge Square

Supporting Schedule — Scheduled Base Rental Revenue

Tenant	Sq. Ft	Start	Expiration	Mar-2007 Rent	Annualized Rent
Nells Market	51,782	6/90	5/26	38,837	466,044
Wine & Spirits	5,170	6/01	5/11	6,250	75,000
Monro Muffler	4,500	7/95	6/10	3,025	36,300
Great Wall Buffett	4,400	6/01	3/12	5,036	60,432
West Coast Video'	4,080	1/05	1/08	3,968	47,616
PA Ind. Blind & Handicap	2,550	7/94	6/11	3,294	39,528
M&T Bank	2,250	6/90	12/10	4,828	57,936
Alfredos Pizza	2,000	11/00	10/10	2,796	33,552
Carlisle Coffee	2,000	7/04	10/09	2,387	28,644
Dawn & Assoc	1,750	9/04	8/07	2,089	25,068
Brown Optical	1,600	11/01	10/11	2,572	30,864
Weight Watchers	1,500	7/03	6/07	1,656	19,872
The UPS Store	1,440	4/01	3/11	1,909	22,908
Vacant	1,350				0
Nails Perfection	1,200	6/04	9/07	1,485	17,820
Manpower, Inc	1,200	6/94	7/10	1,450	17,400
<b>Total Amount Per Month</b>	<b>88,772</b>			<b>81,582</b>	<b>978,984</b>

Notes:

1. Tenant is in default and vacated. Cedar will master lease until the end of the tenant's term.

SCHEDULE 8  
MATERIAL LEASE DEFAULTS  
See Attached Delinquency Schedule

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Invoice Date	Category	Source	Amount	Current	30	60	90	120
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1320-001283	KB TOYS		Master Occupant Id: 00001204-1	Day Due: 1	Delq Day: 5			
	LAURA PAIVA		Inactive	Last Payment: 2/9/2007				14,574.00
(508) 995-9669								
2/16/2007	TXY	Annual Real Estate Taxes	CH	10,318.75	10,318.75	0.00	0.00	0.00
	TXY	Annual Real Estate Taxes		10,318.75	10,318.75	0.00	0.00	0.00
	<b>KB TOYS Total:</b>			10,318.75	10,318.75	0.00	0.00	0.00

1320-001284	CVS PHARMACY		Master Occupant Id: 00001205-1	Day Due: 1	Delq Day: 5			
	RACHEL BRIAND		Current	Last Payment: 3/9/2007				95,582.08
(608) 995-3635								
12/1/2006	ESC	Cam estimates	CH	0.01	0.00	0.00	0.01	0.00
1/1/2007	ESC	Cam estimates	CH	0.01	0.00	0.01	0.00	0.00
2/1/2007	ESC	Cam estimates	CH	0.01	0.01	0.00	0.00	0.00
2/16/2007	TXY	Annual Real Estate Taxes	CH	5,920.70	5,920.70	0.00	0.00	0.00
	ESC	Cam estimates		0.03	0.01	0.01	0.01	0.00
	TXY	Annual Real Estate Taxes		5,920.70	5,920.70	0.00	0.00	0.00
	<b>CVS PHARMACY Total:</b>			5,920.73	5,920.71	0.01	0.01	0.00

1320-001285	BRISTOL DENTAL		Master Occupant Id: 00001207-1	Day Due: 1	Delq Day: 5			
	DR. PEYMAN BEIGI, DMD		Current	Last Payment: 1/31/2007				3,556.17
508-995-9493								
3/2/2006	WAT	WATER/SEWER	CR	-186.40	0.00	0.00	0.00	-186.40
12/19/2006	TXY	Annual Real Estate Taxes	NC	-296.17	0.00	0.00	-296.17	0.00
	TXY	Annual Real Estate Taxes		-296.17	0.00	0.00	-296.17	0.00
	WAT	WATER/SEWER		-186.40	0.00	0.00	0.00	-186.40
	<b>BRISTOL DENTAL Total:</b>			-482.57	0.00	0.00	-296.17	-186.40

1320-001287	COST CUTTERS FAMILY HAIR		Master Occupant Id: 00001208-1	Day Due: 1	Delq Day: 5			
	CAROL WHITE		Current	Last Payment: 3/2/2007				2,361.44
508-995-1833								
11/3/2006	OCR	PAYMENT TO OPEN CREDI	CR	-3.00	0.00	0.00	0.00	-3.00
12/19/2006	TXY	Annual Real Estate Taxes	CH	431.68	0.00	0.00	431.68	0.00
	OCR	PAYMENT TO OPEN CREDIT		-3.00	0.00	0.00	0.00	-3.00
	TXY	Annual Real Estate Taxes		431.68	0.00	0.00	431.68	0.00
	<b>COST CUTTERS FAMILY HAIR Total:</b>			428.68	0.00	0.00	431.68	-3.00

1320-001288	PAYLESS SHOESOURCE		Master Occupant Id: 00001209-1	Day Due: 1	Delq Day: 5			
	JOYCE BRIGIDA		Current	Last Payment: 2/9/2007				3,585.74
508-998-8677								
2/16/2007	TXY	Annual Real Estate Taxes	CH	2,033.16	2,033.16	0.00	0.00	0.00
	TXY	Annual Real Estate Taxes		2,033.16	2,033.16	0.00	0.00	0.00
	<b>PAYLESS SHOESOURCE Total:</b>			2,033.16	2,033.16	0.00	0.00	0.00

1320-001289	SALLY BEAUTY		Master Occupant Id: 00001210-1	Day Due: 1	Delq Day: 5			
	MICHELLE POPHAM		Current	Last Payment: 3/7/2007				2,499.75
(508) 998-8066								
2/16/2007	TXY	Annual Real Estate Taxes	CH	1,220.17	1,220.17	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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TXY	Annual Real Estate Taxes		1,220.17	1,220.17	0.00	0.00	0.00	0.00
<b>SALLY BEAUTY Total:</b>			1,220.17	1,220.17	0.00	0.00	0.00	0.00

1320-001290	ESCAPE TO FITNESS TOM SHERIDEN (508) 998-7933	Master Occupant Id: 00001211-1 12	Current:	Day Due: 1 Last Payment: 3/1/2007	Delq Day: 5 14,700.00			
6/21/2006	OCR PAYMENT TO OPEN CREDI	CR	-116.51	0.00	0.00	0.00	0.00	-116.51
7/25/2006	OCR PAYMENT TO OPEN CREDI	CR	-129.41	0.00	0.00	0.00	0.00	-129.41
8/1/2006	LAT LATE CHARGES	CH	700.00	0.00	0.00	0.00	0.00	700.00
8/23/2006	OCR PAYMENT TO OPEN CREDI	CR	-537.52	0.00	0.00	0.00	0.00	-537.52
9/22/2006	OCR PAYMENT TO OPEN CREDI	CR	-138.52	0.00	0.00	0.00	0.00	-138.52
10/1/2006	ESC Cam estimates	CH	94.48	0.00	0.00	0.00	0.00	94.48
10/13/2006	LAT LATE CHARGES	CH	750.00	0.00	0.00	0.00	0.00	750.00
12/1/2006	ESC Cam estimates	CH	961.48	0.00	0.00	961.48	0.00	0.00
12/14/2006	LAT LATE CHARGES	CH	700.00	0.00	0.00	700.00	0.00	0.00
12/19/2006	TXY Annual Real Estate Taxes	NC	-1,244.11	0.00	0.00	-1,244.11	0.00	0.00
1/1/2007	ESC Cam estimates	CH	61.48	0.00	61.48	0.00	0.00	0.00
1/22/2007	LAT LATE CHARGES	CH	750.00	0.00	750.00	0.00	0.00	0.00
2/1/2007	ESC Cam estimates	CH	1,872.73	1,872.73	0.00	0.00	0.00	0.00
2/1/2007	INS INSURANCE	CH	280.00	280.00	0.00	0.00	0.00	0.00
2/1/2007	RNT Base Rent	CH	10,083.75	10,083.75	0.00	0.00	0.00	0.00
2/1/2007	TXS Real estate tax estimate	CH	2,412.00	2,412.00	0.00	0.00	0.00	0.00

ESC	Cam estimates		2,990.17	1,872.73	61.48	961.48	0.00	94.48
INS	INSURANCE		280.00	280.00	0.00	0.00	0.00	0.00
LAT	LATE CHARGES		2,900.00	0.00	750.00	700.00	0.00	1,450.00
OCR	PAYMENT TO OPEN CREDIT		-921.96	0.00	0.00	0.00	0.00	-921.96
RNT	Base Rent		10,083.75	10,083.75	0.00	0.00	0.00	0.00
TXS	Real estate tax estimate		2,412.00	2,412.00	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		-1,244.11	0.00	0.00	-1,244.11	0.00	0.00
<b>ESCAPE TO FITNESS Total:</b>			16,499.85	14,648.48	811.48	417.37	0.00	622.52

1320-001292	PAPA GINO'S SUE BYRON (508) 998-3313	Master Occupant Id: 00001213-1 17	Current:	Day Due: 1 Last Payment: 3/2/2007	Delq Day: 5 4,457.00			
2/16/2007	TXY Annual Real Estate Taxes	CH	2,260.20	2,260.20	0.00	0.00	0.00	0.00
<b>PAPA GINO'S Total:</b>			2,260.20	2,260.20	0.00	0.00	0.00	0.00

1320-001293	EON GRIND/DUNKIN DONUTS TIMOTHY CLOE 508-989-3497	Master Occupant Id: 00001214-1 19	Current:	Day Due: 1 Last Payment: 2/13/2007	Delq Day: 5 3,938.75			
12/19/2006	TXY Annual Real Estate Taxes	NC	-99.14	0.00	0.00	-99.14	0.00	0.00
<b>EON GRIND/DUNKIN DONUTS Total:</b>			-99.14	0.00	0.00	-99.14	0.00	0.00

1320-001294	A.C. HOLDINGS FIELDSTONE MICHAEL PANAGANKOS	Master Occupant Id: 00001215-1 20	Current:	Day Due: 1 Last Payment: 3/2/2007	Delq Day: 5 6,960.79			
6/12/2006	OCR PAYMENT TO OPEN CREDI	CR	-6,960.79	0.00	0.00	0.00	0.00	-6,960.79
10/24/2006	PPR Prepaid Rent	CR	-6,960.79	0.00	0.00	0.00	0.00	-6,960.79



Invoice Date	Category	Source	Amount	Current	30	60	90	120
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OCR	PAYMENT TO OPEN CREDIT		-6,960.76	0.00	0.00	0.00	0.00	-6,960.76
PPR	Prepaid Rent		-6,960.79	0.00	0.00	0.00	0.00	-6,960.79
<b>A.C. HOLDINGS FIELDSTONE Total:</b>			<b>-13,921.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-13,921.55</b>

1320-001295	SPEEDEE OIL CHANGE TUNE UP	Master Occupant Id: 00001216-1	Day Due: 1	Delq Day: 5					
	ED 401-952-6909 DR CINDY	21	Current	Last Payment: 3/9/2007 292.00					
	(508) 995-0757								
2/16/2007	TXY	Annual Real Estate Taxes	CH	1,513.14	1,513.14	0.00	0.00	0.00	0.00
<b>SPEEDEE OIL CHANGE TUNE UP Total:</b>			<b>1,513.14</b>	<b>1,513.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1320-001310	LIBERTY TAX SERVICES	Master Occupant Id: 00001225-1	Day Due: 1	Delq Day: 5					
	DIANE LOPES	11C	Current	Last Payment: 2/9/2007 1,884.24					
	(508) 633-9210								
12/19/2006	TXY	Annual Real Estate Taxes	NC	-238.98	0.00	0.00	-238.98	0.00	0.00
2/1/2007	TXS	Real estate tax estimate	CH	0.15	0.15	0.00	0.00	0.00	0.00
<b>LIBERTY TAX SERVICES Total:</b>			<b>-238.83</b>	<b>0.15</b>	<b>0.00</b>	<b>-238.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1320-001311	GOLDEN STAR CHINESE RESTAURAN	Master Occupant Id: 00001226-1	Day Due: 1	Delq Day: 5					
	PO KIN CHAN	11A	Current	Last Payment: 3/1/2007 3,404.39					
	(508) 995-2657								
2/16/2007	TXY	Annual Real Estate Taxes	CH	978.85	978.85	0.00	0.00	0.00	0.00
<b>GOLDEN STAR CHINESE RESTAURANT Tc</b>			<b>978.85</b>	<b>978.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1320-001312	SHAW'S SUPERMARKET	Master Occupant Id: 00001227-1	Day Due: 1	Delq Day: 5					
		7	Current	Last Payment: 2/28/2007 78,342.40					
4/11/2006	CMM	Annual Cam Expenses	CH	553.45	0.00	0.00	0.00	0.00	553.45
7/17/2006	OCR	PAYMENT TO OPEN CREDIT	CR	-27,847.19	0.00	0.00	0.00	0.00	-27,847.19
8/1/2006	ESC	Cam estimates	CR	-3,978.17	0.00	0.00	0.00	0.00	-3,978.17
8/29/2006	ESC	Cam estimates	CR	-3,978.17	0.00	0.00	0.00	0.00	-3,978.17
10/3/2006	ESC	Cam estimates	CR	-3,978.17	0.00	0.00	0.00	0.00	-3,978.17
10/27/2006	PPR	Prepaid Rent	CR	-3,978.17	0.00	0.00	0.00	0.00	-3,978.17
11/28/2006	PPR	Prepaid Rent	CR	-3,978.17	0.00	0.00	0.00	-3,978.17	0.00
12/29/2006	ESC	Cam estimates	CR	-3,978.17	0.00	0.00	-3,978.17	0.00	0.00
1/31/2007	ESC	Cam estimates	CR	-3,978.17	-3,978.17	0.00	0.00	0.00	0.00
2/16/2007	TXY	Annual Real Estate Taxes	CH	46,223.63	46,223.63	0.00	0.00	0.00	0.00
2/28/2007	ESC	Cam estimates	CR	-11,752.40	-11,752.40	0.00	0.00	0.00	0.00
2/28/2007	PPR	Prepaid Rent	CR	-66,590.00	-66,590.00	0.00	0.00	0.00	0.00
<b>SHAW'S SUPERMARKET Total:</b>			<b>-87,259.70</b>	<b>-36,096.94</b>	<b>0.00</b>	<b>-3,978.17</b>	<b>-3,978.17</b>	<b>-43,206.42</b>	<b>553.45</b>

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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1320-001314	CITIZENS BANK - ATM		Master Occupant Id: 00001228-1		Day Due: 1	Delq Day: 5			
	Army		18	Current	Last Payment	2/28/2007	1,126.00		
	412-234-6810								
8/1/2006	ESC	Cam estimates	CH	16.00	0.00	0.00	0.00	0.00	16.00
10/1/2006	ESC	Cam estimates	CH	75.00	0.00	0.00	0.00	0.00	75.00
10/1/2006	INS	INSURANCE	CH	11.00	0.00	0.00	0.00	0.00	11.00
2/16/2007	TXY	Annual Real Estate Taxes	CH	362.99	362.99	0.00	0.00	0.00	0.00
2/28/2007	PPR	Prepaid Rent	CR	-1,126.00	-1,126.00	0.00	0.00	0.00	0.00

ESC	Cam estimates			91.00	0.00	0.00	0.00	0.00	91.00
INS	INSURANCE			11.00	0.00	0.00	0.00	0.00	11.00
PPR	Prepaid Rent			-1,126.00	-1,126.00	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes			362.99	362.99	0.00	0.00	0.00	0.00
<b>CITIZENS BANK - ATM Total:</b>				<b>-661.01</b>	<b>-763.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>102.00</b>

1320-001569	FURNITURE PLACE LLC		Master Occupant Id: 00001403-1		Day Due: 1	Delq Day: 5			
	LAILA MUSHTAQ		18	Current	Last Payment	3/7/2007	11,005.00		
12/14/2006	ELC	ELECTRIC CHARGE	CH	285.89	0.00	0.00	285.89	0.00	0.00
12/19/2006	TXY	Annual Real Estate Taxes	CH	1,475.61	0.00	0.00	1,475.61	0.00	0.00
1/1/2007	RNT	Base Rent	CH	0.63	0.00	0.63	0.00	0.00	0.00
2/1/2007	RNT	Base Rent	CH	0.63	0.63	0.00	0.00	0.00	0.00

ELC	ELECTRIC CHARGE			285.89	0.00	0.00	285.89	0.00	0.00
RNT	Base Rent			1.26	0.63	0.63	0.00	0.00	0.00
TXY	Annual Real Estate Taxes			1,475.61	0.00	0.00	1,475.61	0.00	0.00
<b>FURNITURE PLACE LLC Total:</b>				<b>1,762.76</b>	<b>0.63</b>	<b>0.63</b>	<b>1,761.50</b>	<b>0.00</b>	<b>0.00</b>

CMM	Annual Cam Expenses			553.45	0.00	0.00	0.00	0.00	553.45
ELC	ELECTRIC CHARGE			285.89	0.00	0.00	285.89	0.00	0.00
ESC	Cam estimates			-28,562.05	-13,857.83	61.49	-3,016.68	0.00	-11,749.03
INS	INSURANCE			291.00	280.00	0.00	0.00	0.00	11.00
LAT	LATE CHARGES			2,900.00	0.00	750.00	700.00	0.00	1,450.00
OCR	PAYMENT TO OPEN CREDIT			-35,732.91	0.00	0.00	0.00	-3.00	-35,729.91
PPR	Prepaid Rent			-82,633.13	-67,716.00	0.00	0.00	-3,978.17	-10,938.96
RNT	Base Rent			10,085.01	10,084.38	0.63	0.00	0.00	0.00
TXS	Real estate tax estimate			2,412.15	2,412.15	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes			70,860.48	70,831.59	0.00	28.89	0.00	0.00
WAT	WATER/SEWER			-186.40	0.00	0.00	0.00	0.00	-186.40
<b>ENTITY 1320 Total:</b>				<b>-59,726.51</b>	<b>2,034.29</b>	<b>812.12</b>	<b>-2,001.90</b>	<b>-3,981.17</b>	<b>-56,589.85</b>

CMM	Annual Cam Expenses			553.45	0.00	0.00	0.00	0.00	553.45
ELC	ELECTRIC CHARGE			285.89	0.00	0.00	285.89	0.00	0.00
ESC	Cam estimates			-28,562.05	-13,857.83	61.49	-3,016.68	0.00	-11,749.03
INS	INSURANCE			291.00	280.00	0.00	0.00	0.00	11.00
LAT	LATE CHARGES			2,900.00	0.00	750.00	700.00	0.00	1,450.00
OCR	PAYMENT TO OPEN CREDIT			-35,732.91	0.00	0.00	0.00	-3.00	-35,729.91
PPR	Prepaid Rent			-82,633.13	-67,716.00	0.00	0.00	-3,978.17	-10,938.96
RNT	Base Rent			10,085.01	10,084.38	0.63	0.00	0.00	0.00
TXS	Real estate tax estimate			2,412.15	2,412.15	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes			70,860.48	70,831.59	0.00	28.89	0.00	0.00
WAT	WATER/SEWER			-186.40	0.00	0.00	0.00	0.00	-186.40

**Grand Total: -59,726.51 2,034.29 812.12 -2,001.90 -3,981.17 -56,589.85**

Database: CEDARSHOPCTR	Aged Delinquencies	Page: 1						
ENTITY: 1285	Cedar Shopping Centers	Date: 3/9/2007						
	CEDAR PENNSBORO	Time: 02:28 PM						
	Date: 2/28/2007							
Invoice Date	Category	Source	Amount	Current	30	60	90	120

1285-001385	GIANT-FUEL STA 10/06 #263	Master Occupant Id: 00001117-2	Day Due: 1	Delq Day: 5					
	DEB ALLEMAN	Current	Last Payment: 2/27/2007	2,208.35					
	(717) 240-7557								
2/27/2007	PPR	Prepaid Rent	CR	-2,208.35	-2,208.35	0.00	0.00	0.00	0.00
	PPR	Prepaid Rent		-2,208.35	-2,208.35	0.00	0.00	0.00	0.00
	<b>GIANT-FUEL STA 10/06 #263 Total:</b>			<b>-2,208.35</b>	<b>-2,208.35</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1285-001177	GIANT FOOD STORES, INC. #263	Master Occupant Id: 00001118-1	Day Due: 1	Delq Day: 5					
	DEB ALLEMAN	Current	Last Payment: 2/27/2007	67,531.25					
	(717) 240-7557								
8/1/2006	OCR	PAYMENT TO OPEN CREDI	CR	-2,109.33	0.00	0.00	0.00	0.00	-2,109.33
1/25/2007	RNT	Base Rent	NC	-1,174.46	0.00	-1,174.46	0.00	0.00	0.00
2/27/2007	PPR	Prepaid Rent	CR	-67,531.25	-67,531.25	0.00	0.00	0.00	0.00
	OCR	PAYMENT TO OPEN CREDIT		-2,109.33	0.00	0.00	0.00	0.00	-2,109.33
	PPR	Prepaid Rent		-67,531.25	-67,531.25	0.00	0.00	0.00	0.00
	RNT	Base Rent		-1,174.46	0.00	-1,174.46	0.00	0.00	0.00
	<b>GIANT FOOD STORES, INC. #263 Total:</b>			<b>-70,815.04</b>	<b>-67,531.25</b>	<b>-1,174.46</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,109.33</b>

1285-001178	AMERICHoice FEDERAL CREDIT UNI	Master Occupant Id: 00001119-1	Day Due: 1	Delq Day: 5					
	ANNA MAY NAUSS	Current	Last Payment: 2/27/2007	2,169.00					
	(717) 591-1261								
2/27/2006	OCR	PAYMENT TO OPEN CREDI	CR	-175.00	0.00	0.00	0.00	0.00	-175.00
3/9/2006	PPR	Prepaid Rent	CR	-2,090.00	0.00	0.00	0.00	0.00	-2,090.00
2/20/2007	TXY	Annual Real Estate Taxes	NC	-122.00	-122.00	0.00	0.00	0.00	0.00
2/27/2007	PPR	Prepaid Rent	CR	-2,169.00	-2,169.00	0.00	0.00	0.00	0.00
	OCR	PAYMENT TO OPEN CREDIT		-175.00	0.00	0.00	0.00	0.00	-175.00
	PPR	Prepaid Rent		-4,259.00	-2,169.00	0.00	0.00	0.00	-2,090.00
	TXY	Annual Real Estate Taxes		-122.00	-122.00	0.00	0.00	0.00	0.00
	<b>AMERICHoice FEDERAL CREDIT UNI Total:</b>			<b>-4,556.00</b>	<b>-2,291.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,285.00</b>

1285-001179	BARBARINO'S PIZZA	Master Occupant Id: 00001120-1	Day Due: 1	Delq Day: 5					
	BOB MORRIS	Current	Last Payment: 3/2/2007	2,730.00					
	(717) 728-1975								
12/18/2006	TXY	Annual Real Estate Taxes	CH	882.37	0.00	0.00	882.37	0.00	0.00
1/1/2007	ESC	Cam estimates	CH	50.00	0.00	50.00	0.00	0.00	0.00
2/1/2007	ESC	Cam estimates	CH	50.00	50.00	0.00	0.00	0.00	0.00
	ESC	Cam estimates		100.00	50.00	50.00	0.00	0.00	0.00
	TXY	Annual Real Estate Taxes		882.37	0.00	0.00	882.37	0.00	0.00
	<b>BARBARINO'S PIZZA Total:</b>			<b>982.37</b>	<b>50.00</b>	<b>50.00</b>	<b>882.37</b>	<b>0.00</b>	<b>0.00</b>

1285-001180	CALIFORNIA FUSION	Master Occupant Id: 00001121-1	Day Due: 1	Delq Day: 5					
	TERRI MATHEWS	Current	Last Payment: 2/13/2007	2,654.00					
	(717) 856-8521								
12/1/2006	ESC	Cam estimates	CH	0.03	0.00	0.00	0.03	0.00	0.00
12/18/2006	TXY	Annual Real Estate Taxes	CH	551.68	0.00	0.00	551.68	0.00	0.00
1/1/2007	TXS	Real estate tax estimate	CH	0.05	0.00	0.05	0.00	0.00	0.00
1/24/2007	LAT	LATE CHARGES	CH	150.00	0.00	150.00	0.00	0.00	0.00
2/1/2007	ESC	Cam estimates	CH	213.12	213.12	0.00	0.00	0.00	0.00
2/1/2007	INS	INSURANCE	CH	35.52	35.52	0.00	0.00	0.00	0.00



Invoice Date	Category	Source	Amount	Current	30	60	90	120
2/1/2007	RNT Base Rent	CH	2,273.33	2,273.33	0.00	0.00	0.00	0.00
2/1/2007	TXS Real estate tax estimate	CH	142.08	142.08	0.00	0.00	0.00	0.00
2/20/2007	TXY Annual Real Estate Taxes	CH	142.08	142.08	0.00	0.00	0.00	0.00
ESC	Cam estimates		213.15	213.12	0.00	0.03	0.00	0.00
INS	INSURANCE		35.52	35.52	0.00	0.00	0.00	0.00
LAT	LATE CHARGES		150.00	0.00	150.00	0.00	0.00	0.00
RNT	Base Rent		2,273.33	2,273.33	0.00	0.00	0.00	0.00
TXS	Real estate tax estimate		142.13	142.08	0.05	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		693.76	142.08	0.00	551.68	0.00	0.00
<b>CALIFORNIA FUSION Total:</b>			<b>3,507.89</b>	<b>2,806.13</b>	<b>150.05</b>	<b>551.71</b>	<b>0.00</b>	<b>0.00</b>

1285-001181	CHECK 'N GO	Master Occupant Id: 00001122-1	Day Due: 1	Delq Day: 5				
	LEANN GIPE	7 Inactive	Last Payment: 2/27/2007	488.25				
	(717) 554-5334							
3/17/2006	OCR PAYMENT TO OPEN CREDI	CR	-121.90	0.00	0.00	0.00	0.00	-121.90
2/1/2007	ESC Cam estimates	CH	165.00	165.00	0.00	0.00	0.00	0.00
2/1/2007	INS INSURANCE	CH	15.00	15.00	0.00	0.00	0.00	0.00
2/1/2007	RNT Base Rent	CH	684.00	684.00	0.00	0.00	0.00	0.00
2/1/2007	TXS Real estate tax estimate	CH	100.00	100.00	0.00	0.00	0.00	0.00
ESC	Cam estimates		165.00	165.00	0.00	0.00	0.00	0.00
INS	INSURANCE		15.00	15.00	0.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-121.90	0.00	0.00	0.00	0.00	-121.90
RNT	Base Rent		684.00	684.00	0.00	0.00	0.00	0.00
TXS	Real estate tax estimate		100.00	100.00	0.00	0.00	0.00	0.00
<b>CHECK 'N GO Total:</b>			<b>842.10</b>	<b>964.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-121.90</b>

1285-001182	DR. BARBARA CHRISTENSEN	Master Occupant Id: 00001123-1	Day Due: 1	Delq Day: 5				
	DR. CHRISTENSEN	19 Current	Last Payment: 2/13/2007	2,280.00				
	(717) 919-1491							
2/20/2007	TXY Annual Real Estate Taxes	NC	-100.00	-100.00	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		-100.00	-100.00	0.00	0.00	0.00	0.00
<b>DR. BARBARA CHRISTENSEN Total:</b>			<b>-100.00</b>	<b>-100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1285-001184	CLASS ACT DRYCLEANERS	Master Occupant Id: 00001124-1	Day Due: 1	Delq Day: 5				
	JOHN VOYSTOCK	9 Current	Last Payment: 2/13/2007	2,961.25				
	(717) 909-8691							
3/21/2006	OCR PAYMENT TO OPEN CREDI	CR	-92.75	0.00	0.00	0.00	0.00	-92.75
2/20/2007	TXY Annual Real Estate Taxes	NC	-61.00	-61.00	0.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-92.75	0.00	0.00	0.00	0.00	-92.75
TXY	Annual Real Estate Taxes		-61.00	-61.00	0.00	0.00	0.00	0.00
<b>CLASS ACT DRYCLEANERS Total:</b>			<b>-153.75</b>	<b>-61.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-92.75</b>

1285-001185	HAL S. FINEBURG, MD	Master Occupant Id: 00001125-1	Day Due: 1	Delq Day: 5				
	DR. HAL FINEBERG	17 Inactive	Last Payment: 8/14/2006	2,060.55				
	(717) 752-9694							
3/9/2006	TXS Real estate tax estimate	CR	-0.50	0.00	0.00	0.00	0.00	-0.50
5/4/2006	OCR PAYMENT TO OPEN CREDI	CR	-8.00	0.00	0.00	0.00	0.00	-8.00
5/4/2006	WAT WATER/SEWER	CH	0.15	0.00	0.00	0.00	0.00	0.15

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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OCR	PAYMENT TO OPEN CREDIT		-8.00	0.00	0.00	0.00	0.00	-8.00
TXS	Real estate tax estimate		-0.50	0.00	0.00	0.00	0.00	-0.50
WAT	WATER/SEWER		0.15	0.00	0.00	0.00	0.00	0.15
<b>HAL S. FINEBURG, MD Total:</b>			<b>-8.35</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-8.35</b>

1285-001187	GINGERBREAD CAFE	Master Occupant Id: 00001126-1	Day Due: 1	Delq Day: 5				
	MELODY WAGNER	18	Current	Last Payment: 2/15/2007 1,781.00				
	(717) 732-6740							
3/17/2006	PPR Prepaid Rent	CR	-1,570.00	0.00	0.00	0.00	0.00	-1,570.00
7/24/2006	CMM Annual Cam Expenses	CH	225.25	0.00	0.00	0.00	0.00	225.25
12/18/2006	TXY Annual Real Estate Taxes	CH	956.25	0.00	0.00	956.25	0.00	0.00

CMM	Annual Cam Expenses		225.25	0.00	0.00	0.00	0.00	225.25
PPR	Prepaid Rent		-1,570.00	0.00	0.00	0.00	0.00	-1,570.00
TXY	Annual Real Estate Taxes		956.25	0.00	0.00	956.25	0.00	0.00
<b>GINGERBREAD CAFE Total:</b>			<b>-388.50</b>	<b>0.00</b>	<b>0.00</b>	<b>956.25</b>	<b>0.00</b>	<b>-1,344.75</b>

1285-001188	GOLDEN NAIL	Master Occupant Id: 00001127-1	Day Due: 1	Delq Day: 5				
	BAN CO DANG	13	Current	Last Payment: 2/6/2007 1,934.00				
	717-732-1090							
11/10/2005	RNT Base Rent	CR	-82.00	0.00	0.00	0.00	0.00	-82.00
12/18/2006	TXY Annual Real Estate Taxes	CH	728.25	0.00	0.00	728.25	0.00	0.00

RNT	Base Rent		-82.00	0.00	0.00	0.00	0.00	-82.00
TXY	Annual Real Estate Taxes		728.25	0.00	0.00	728.25	0.00	0.00
<b>GOLDEN NAIL Total:</b>			<b>646.25</b>	<b>0.00</b>	<b>0.00</b>	<b>728.25</b>	<b>0.00</b>	<b>-82.00</b>

1285-001189	JACKSON HEWITT	Master Occupant Id: 00001128-1	Day Due: 1	Delq Day: 5				
	MIKE DECAMPO	20	Current	Last Payment: 2/13/2007 1,900.00				
	(717) 873-1598							
2/20/2007	TXY Annual Real Estate Taxes	NC	-100.00	-100.00	0.00	0.00	0.00	0.00

TXY	Annual Real Estate Taxes		-100.00	-100.00	0.00	0.00	0.00	0.00
<b>JACKSON HEWITT Total:</b>			<b>-100.00</b>	<b>-100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1285-001190	LEAN & MEAN FITNESS	Master Occupant Id: 00001129-1	Day Due: 1	Delq Day: 5				
	PATRICIA MARSCHNER	23	Current	Last Payment: 3/2/2007 2,951.44				
	(717) 920-8411							
11/10/2005	RNT Base Rent	CR	-5.00	0.00	0.00	0.00	0.00	-5.00
12/18/2006	TXY Annual Real Estate Taxes	CH	830.99	0.00	0.00	830.99	0.00	0.00

RNT	Base Rent		-5.00	0.00	0.00	0.00	0.00	-5.00
TXY	Annual Real Estate Taxes		830.99	0.00	0.00	830.99	0.00	0.00
<b>LEAN &amp; MEAN FITNESS Total:</b>			<b>825.99</b>	<b>0.00</b>	<b>0.00</b>	<b>830.99</b>	<b>0.00</b>	<b>-5.00</b>

1285-001192	MAILBOXES, ETC.	Master Occupant Id: 00001131-1	Day Due: 1	Delq Day: 5				
	BRIAN KOLB	6	Current	Last Payment: 2/6/2007 2,088.25				
	(717) 728-3255							
2/20/2007	TXY Annual Real Estate Taxes	NC	-135.00	-135.00	0.00	0.00	0.00	0.00

TXY	Annual Real Estate Taxes		-135.00	-135.00	0.00	0.00	0.00	0.00
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Invoice Date	Category	Source	Amount	Current	30	60	90	120
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**MAILBOXES, ETC. Total:** -135.00 -135.00 0.00 0.00 0.00 0.00

1285-001193	<b>MOVIE MERCHANTS</b> TRISH GREENBURG (717) 730-6570	Master Occupant Id: 00001132-1 4 Current	Day Due: 1 Last Payment: 3/8/2007	Delq Day: 5 8,462.50				
2/10/2006	RNT Base Rent	NC	-337.50	0.00	0.00	0.00	0.00	-337.50
2/10/2006	RNT Base Rent	NC	-337.50	0.00	0.00	0.00	0.00	-337.50
3/7/2006	OCR PAYMENT TO OPEN CREDI	CR	-437.25	0.00	0.00	0.00	0.00	-437.25

OCR	PAYMENT TO OPEN CREDIT		-437.25	0.00	0.00	0.00	0.00	-437.25
RNT	Base Rent		-675.00	0.00	0.00	0.00	0.00	-675.00

**MOVIE MERCHANTS Total:** -1,112.25 0.00 0.00 0.00 0.00 -1,112.25

1285-001194	<b>PAPA JOHN'S PIZZA</b> BOBBY NICKLESS 717-214-7272	Master Occupant Id: 00001133-1 11 Current	Day Due: 1 Last Payment: 3/8/2007	Delq Day: 5 2,010.00				
7/24/2006	CMM Annual Cam Expenses	NC	-63.18	0.00	0.00	0.00	0.00	-63.18
2/20/2007	TXY Annual Real Estate Taxes	NC	-100.00	-100.00	0.00	0.00	0.00	0.00

CMM	Annual Cam Expenses		-63.18	0.00	0.00	0.00	0.00	-63.18
TXY	Annual Real Estate Taxes		-100.00	-100.00	0.00	0.00	0.00	0.00

**PAPA JOHN'S PIZZA Total:** -163.18 -100.00 0.00 0.00 0.00 -63.18

1285-001195	<b>P&amp;D DISCOUNT TOBACCO</b> PAUL MAHONEY or THERESA or DIAN (570) 693-0459	Master Occupant Id: 00001134-1 16 Current	Day Due: 1 Last Payment: 3/2/2007	Delq Day: 5 1,833.00				
11/10/2005	RNT Base Rent	CR	-42.00	0.00	0.00	0.00	0.00	-42.00
12/9/2005	OCR PAYMENT TO OPEN CREDI	CR	-42.00	0.00	0.00	0.00	0.00	-42.00
1/11/2006	OCR PAYMENT TO OPEN CREDI	CR	-100.00	0.00	0.00	0.00	0.00	-100.00
2/6/2006	CMM Annual Cam Expenses	CR	-116.11	0.00	0.00	0.00	0.00	-116.11
3/3/2006	OCR PAYMENT TO OPEN CREDI	CR	-85.50	0.00	0.00	0.00	0.00	-85.50
3/3/2006	OCR PAYMENT TO OPEN CREDI	CR	-42.00	0.00	0.00	0.00	0.00	-42.00
12/18/2006	TXY Annual Real Estate Taxes	CH	200.00	0.00	0.00	200.00	0.00	0.00

CMM	Annual Cam Expenses		-116.11	0.00	0.00	0.00	0.00	-116.11
OCR	PAYMENT TO OPEN CREDIT		-269.50	0.00	0.00	0.00	0.00	-269.50
RNT	Base Rent		-42.00	0.00	0.00	0.00	0.00	-42.00
TXY	Annual Real Estate Taxes		200.00	0.00	0.00	200.00	0.00	0.00

**P&D DISCOUNT TOBACCO Total:** -227.81 0.00 0.00 200.00 0.00 -427.61

1285-001196	<b>PET VALU</b> MIKE GUKOFF (610) 595-1588	Master Occupant Id: 00001135-1 22 Current	Day Due: 1 Last Payment: 3/2/2007	Delq Day: 5 4,253.75				
7/24/2006	CMM Annual Cam Expenses	NC	-1,445.70	0.00	0.00	0.00	0.00	-1,445.70
12/18/2006	TXY Annual Real Estate Taxes	CH	1,000.91	0.00	0.00	1,000.91	0.00	0.00
1/1/2007	ESC Cam estimates	CH	83.00	0.00	83.00	0.00	0.00	0.00
2/1/2007	ESC Cam estimates	CH	83.00	83.00	0.00	0.00	0.00	0.00

CMM	Annual Cam Expenses		-1,445.70	0.00	0.00	0.00	0.00	-1,445.70
ESC	Cam estimates		166.00	83.00	83.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		1,000.91	0.00	0.00	1,000.91	0.00	0.00

**PET VALU Total:** -278.79 83.00 83.00 1,000.91 0.00 -1,445.70



Invoice Date	Category	Source	Amount	Current	30	60	90	120
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1285-001197 ROLY POLY			Master Occupant Id: 00001136-1		Day Due: 1	Delq Day: 5		
KAREN MOORE			15	Current	Last Payment:	1/3/2007	1,815.00	
(717) 786-3412								
11/10/2005	RNT	Base Rent	CR	-35.00	0.00	0.00	0.00	-35.00
11/30/2005	PPR	Prepaid Rent	CR	-35.00	0.00	0.00	0.00	-35.00
12/18/2006	TXY	Annual Real Estate Taxes	CH	488.25	0.00	0.00	488.25	0.00
2/1/2007	ESC	Cam estimates	CH	100.00	100.00	0.00	0.00	0.00
2/1/2007	INS	INSURANCE	CH	15.00	15.00	0.00	0.00	0.00
2/1/2007	RNT	Base Rent	CH	1,600.00	1,600.00	0.00	0.00	0.00
2/1/2007	TXS	Real estate tax estimate	CH	100.00	100.00	0.00	0.00	0.00
ESC Cam estimates				100.00	100.00	0.00	0.00	0.00
INS INSURANCE				15.00	15.00	0.00	0.00	0.00
PPR Prepaid Rent				-35.00	0.00	0.00	0.00	-35.00
RNT Base Rent				1,565.00	1,600.00	0.00	0.00	-35.00
TXS Real estate tax estimate				100.00	100.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes				488.25	0.00	0.00	488.25	0.00
<b>ROLY POLY Total:</b>				<b>2,233.25</b>	<b>1,815.00</b>	<b>0.00</b>	<b>488.25</b>	<b>-70.00</b>

1285-001198 SUBWAY			Master Occupant Id: 00001137-1		Day Due: 1	Delq Day: 5		
DAN SIMS			8	Current	Last Payment:	2/27/2007	1,952.00	
(717) 765-6750								
11/10/2005	RNT	Base Rent	CR	-36.32	0.00	0.00	0.00	-36.32
3/3/2006	OCR	PAYMENT TO OPEN CREDI	CR	-185.50	0.00	0.00	0.00	-185.50
8/29/2006	PPR	Prepaid Rent	CR	-47.18	0.00	0.00	0.00	-47.18
2/20/2007	TXY	Annual Real Estate Taxes	NC	-120.00	-120.00	0.00	0.00	0.00
2/27/2007	PPR	Prepaid Rent	CR	-1,952.00	-1,952.00	0.00	0.00	0.00
OCR PAYMENT TO OPEN CREDIT				-185.50	0.00	0.00	0.00	-185.50
PPR Prepaid Rent				-1,999.18	-1,952.00	0.00	0.00	-47.18
RNT Base Rent				-36.32	0.00	0.00	0.00	-36.32
TXY Annual Real Estate Taxes				-120.00	-120.00	0.00	0.00	0.00
<b>SUBWAY Total:</b>				<b>-2,341.00</b>	<b>-2,072.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-269.00</b>

1285-001199 HONG KONG BUFFET			Master Occupant Id: 00001138-1		Day Due: 1	Delq Day: 5		
CHOA QUIN LIN / MANDY			5	Current	Last Payment:	3/8/2007	4,622.50	
(717) 728-1778								
2/27/2006	OCR	PAYMENT TO OPEN CREDI	CR	-675.76	0.00	0.00	0.00	-675.76
2/20/2007	TXY	Annual Real Estate Taxes	NC	-250.00	-250.00	0.00	0.00	0.00
OCR PAYMENT TO OPEN CREDIT				-675.76	0.00	0.00	0.00	-675.76
TXY Annual Real Estate Taxes				-250.00	-250.00	0.00	0.00	0.00
<b>HONG KONG BUFFET Total:</b>				<b>-925.76</b>	<b>-250.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-675.76</b>

1285-001200 SCOTT D. TRASK, DMD			Master Occupant Id: 00001139-1		Day Due: 1	Delq Day: 5		
DR. TRASK			14	Current	Last Payment:	2/8/2007	3,730.00	
(717) 701-1728								
12/18/2006	TXY	Annual Real Estate Taxes	CH	1,001.00	0.00	0.00	1,001.00	0.00
TXY Annual Real Estate Taxes				1,001.00	0.00	0.00	1,001.00	0.00
<b>SCOTT D. TRASK, DMD Total:</b>				<b>1,001.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,001.00</b>	<b>0.00</b>

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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1285-001201	GIANT EXPANSION #263	Master Occupant Id: 00001140-1	Day Due: 1	Delq Day: 5				
	DEB ALLEMAN	3	Current	Last Payment: 2/27/2007	8,341.88			
	(717) 240-7552							
2/27/2007	PPR Prepaid Rent	CR	-8,341.88	-8,341.88	0.00	0.00	0.00	0.00
	PPR Prepaid Rent		-8,341.88	-8,341.88	0.00	0.00	0.00	0.00
	<b>GIANT EXPANSION #263 Total:</b>		<b>-8,341.88</b>	<b>-8,341.88</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1285-001415	CELLUTIONS, INC	Master Occupant Id: 00001278-1	Day Due: 1	Delq Day: 5				
	ROBERT LAUVER	21	Current	Last Payment: 2/15/2007	2,240.00			
	(717) 380-2268							
1/22/2007	OCR PAYMENT TO OPEN CREDI	CR	-160.00	0.00	-160.00	0.00	0.00	0.00
	OCR PAYMENT TO OPEN CREDIT		-160.00	0.00	-160.00	0.00	0.00	0.00
	<b>CELLUTIONS, INC Total:</b>		<b>-160.00</b>	<b>0.00</b>	<b>-160.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1285-001445	BROOKE CORPORATION	Master Occupant Id: 00001300-1	Day Due: 1	Delq Day: 5				
		29	Current	Last Payment: 2/8/2007	2,100.00			
1/1/2007	TXS Real estate tax estimate	CH	100.00	0.00	100.00	0.00	0.00	0.00
	TXS Real estate tax estimate		100.00	0.00	100.00	0.00	0.00	0.00
	<b>BROOKE CORPORATION Total:</b>		<b>100.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

CMM	Annual Cam Expenses		-1,399.74	0.00	0.00	0.00	0.00	-1,399.74
ESC	Cam estimates		744.15	611.12	133.00	0.03	0.00	0.00
INS	INSURANCE		65.52	65.52	0.00	0.00	0.00	0.00
LAT	LATE CHARGES		150.00	0.00	150.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-4,234.99	0.00	-160.00	0.00	0.00	-4,074.99
PPR	Prepaid Rent		-85,944.66	-82,202.48	0.00	0.00	0.00	-3,742.18
RNT	Base Rent		2,507.55	4,557.33	-1,174.46	0.00	0.00	-875.32
TXS	Real estate tax estimate		441.63	342.08	100.05	0.00	0.00	-0.50
TXY	Annual Real Estate Taxes		5,793.78	-845.92	0.00	6,639.70	0.00	0.00
WAT	WATER/SEWER		0.15	0.00	0.00	0.00	0.00	0.15
	<b>ENTITY 1285 Total:</b>		<b>-81,876.61</b>	<b>-77,472.35</b>	<b>-951.41</b>	<b>6,639.73</b>	<b>0.00</b>	<b>-10,092.58</b>

CMM	Annual Cam Expenses		-1,399.74	0.00	0.00	0.00	0.00	-1,399.74
ESC	Cam estimates		744.15	611.12	133.00	0.03	0.00	0.00
INS	INSURANCE		65.52	65.52	0.00	0.00	0.00	0.00
LAT	LATE CHARGES		150.00	0.00	150.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-4,234.99	0.00	-160.00	0.00	0.00	-4,074.99
PPR	Prepaid Rent		-85,944.66	-82,202.48	0.00	0.00	0.00	-3,742.18
RNT	Base Rent		2,507.55	4,557.33	-1,174.46	0.00	0.00	-875.32
TXS	Real estate tax estimate		441.63	342.08	100.05	0.00	0.00	-0.50
TXY	Annual Real Estate Taxes		5,793.78	-845.92	0.00	6,639.70	0.00	0.00
WAT	WATER/SEWER		0.15	0.00	0.00	0.00	0.00	0.15

**Grand Total:** -81,876.61 -77,472.35 -951.41 6,639.73 0.00 -10,092.58



Invoice Date	Category	Source	Amount	Current	30	60	90	120
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1370-001502 DON'S DRYCLEANER		Master Occupant Id: 00001354-1	Day Due: 1	Delq Day: 10				
		Inactive	Last Payment: 12/20/2006 5,000.00					
10/17/2006	CSCS60	Tenant account info forwarded to Steve Schiffman. LL/Tenant complaint filed, awaiting hearing date.						
9/15/2006	CSCS60	Spoke to tenant in person about delinquent rent.						
9/11/2006	CSCS60	Sent a letter of default to tenant.						
9/8/2006	CSCS60	Called Don 09/08/2006 regarding delinquent rent, left a message.						
8/1/2006	ESC	Cam estimates	CH	274.42	0.00	0.00	0.00	274.42
8/29/2006	LAT	LATE CHARGES	CH	100.00	0.00	0.00	0.00	100.00
9/1/2006	ESC	Cam estimates	CH	274.42	0.00	0.00	0.00	274.42
9/20/2006	TXS	Real estate tax estimate	CH	267.06	0.00	0.00	0.00	267.06
10/1/2006	ESC	Cam estimates	CH	274.42	0.00	0.00	0.00	274.42
10/1/2006	RNT	Base Rent	CH	1,055.12	0.00	0.00	0.00	1,055.12
10/1/2006	TXS	Real estate tax estimate	CH	133.53	0.00	0.00	0.00	133.53
10/13/2006	LAT	LATE CHARGES	CH	250.00	0.00	0.00	0.00	250.00
11/1/2006	ESC	Cam estimates	CH	274.42	0.00	0.00	274.42	0.00
11/1/2006	RNT	Base Rent	CH	2,058.34	0.00	0.00	2,058.34	0.00
11/1/2006	TXS	Real estate tax estimate	CH	133.53	0.00	0.00	133.53	0.00
12/1/2006	ESC	Cam estimates	CH	274.42	0.00	0.00	274.42	0.00
12/1/2006	RNT	Base Rent	CH	2,058.34	0.00	0.00	2,058.34	0.00
12/1/2006	TXS	Real estate tax estimate	CH	133.53	0.00	0.00	133.53	0.00
1/26/2007	TER	TERMINATION FEE	CH	5,000.00	0.00	5,000.00	0.00	0.00

ESC	Cam estimates	1,372.10	0.00	0.00	274.42	274.42	823.26
LAT	LATE CHARGES	350.00	0.00	0.00	0.00	0.00	350.00
RNT	Base Rent	5,171.80	0.00	0.00	2,058.34	2,058.34	1,055.12
TER	TERMINATION FEE	5,000.00	0.00	5,000.00	0.00	0.00	0.00
TXS	Real estate tax estimate	667.65	0.00	0.00	133.53	133.53	400.59

**DON'S DRYCLEANER Total:** 12,561.55 0.00 5,000.00 2,466.29 2,466.29 2,628.97

1370-001506 GREAT WALL BUFFET		Master Occupant Id: 00001358-1	Day Due: 1	Delq Day: 10				
		12 Current	Last Payment: 3/8/2007 6,536.75					
2/1/2007	TXS	Real estate tax estimate	CH	0.18	0.18	0.00	0.00	0.00

TXS	Real estate tax estimate	0.18	0.18	0.00	0.00	0.00	0.00
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**GREAT WALL BUFFET Total:** 0.18 0.18 0.00 0.00 0.00 0.00

1370-001507 BEST NAILS OF CARLISLE		Master Occupant Id: 00001380-1	Day Due: 1	Delq Day: 10				
		16 Current	Last Payment: 3/1/2007 1,938.60					
8/3/2006	OCR	PAYMENT TO OPEN CREDI	CR	-0.02	0.00	0.00	0.00	-0.02
8/31/2006	PPR	Prepaid Rent	CR	-0.02	0.00	0.00	0.00	-0.02

OCR	PAYMENT TO OPEN CREDIT	-0.02	0.00	0.00	0.00	0.00	-0.02
PPR	Prepaid Rent	-0.02	0.00	0.00	0.00	0.00	-0.02

**BEST NAILS OF CARLISLE Total:** -0.04 0.00 0.00 0.00 0.00 0.00 -0.04

1370-001509 WEST COAST VIDEO		Master Occupant Id: 00001362-1	Day Due: 1	Delq Day: 10				
		34 Inactive	Last Payment:					
10/4/2006	CSCS60	West Coast Video has liquidated everything per Steve Schiffman. Took back possession of the space 10/19/2006.						
8/1/2006	ESC	Cam estimates	CH	785.42	0.00	0.00	0.00	785.42

Invoice Date	Category	Source	Amount	Current	30	60	90	120
8/1/2006	MGT	MANAGEMENT FEE	CH	154.09	0.00	0.00	0.00	154.09
8/1/2006	RNT	Base Rent	CH	3,852.20	0.00	0.00	0.00	3,852.20
8/1/2006	TXS	Real estate tax estimate	CH	401.75	0.00	0.00	0.00	401.75
8/10/2006	LAT	LATE CHARGES	CH	250.00	0.00	0.00	0.00	250.00
9/1/2006	ESC	Cam estimates	CH	785.42	0.00	0.00	0.00	785.42
9/1/2006	MGT	MANAGEMENT FEE	CH	154.09	0.00	0.00	0.00	154.09
9/1/2006	RNT	Base Rent	CH	3,852.20	0.00	0.00	0.00	3,852.20
9/1/2006	TXS	Real estate tax estimate	CH	401.75	0.00	0.00	0.00	401.75
10/1/2006	ESC	Cam estimates	CH	785.42	0.00	0.00	0.00	785.42
10/1/2006	MGT	MANAGEMENT FEE	CH	154.09	0.00	0.00	0.00	154.09
10/1/2006	RNT	Base Rent	CH	3,852.20	0.00	0.00	0.00	3,852.20
10/1/2006	TXS	Real estate tax estimate	CH	401.75	0.00	0.00	0.00	401.75

ESC	Cam estimates		2,356.26	0.00	0.00	0.00	0.00	2,356.26
LAT	LATE CHARGES		250.00	0.00	0.00	0.00	0.00	250.00
MGT	MANAGEMENT FEE		462.27	0.00	0.00	0.00	0.00	462.27
RNT	Base Rent		11,556.60	0.00	0.00	0.00	0.00	11,556.60
TXS	Real estate tax estimate		1,205.25	0.00	0.00	0.00	0.00	1,205.25
<b>WEST COAST VIDEO Total:</b>			<b>15,830.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,830.38</b>

1370-001510	NELL'S MARKET	Master Occupant Id: 00001363-1	Day Due: 1	Delq Day: 10				
		45 Current	Last Payment: 3/1/2007	49,064.28				
8/24/2006	ESC	Cam estimates	CR	-0.06	0.00	0.00	0.00	-0.06
<b>NELL'S MARKET Total:</b>			<b>-0.06</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-0.06</b>

1370-001512	CARLISLE COFFEE COMPANY	Master Occupant Id: 00001364-1	Day Due: 1	Delq Day: 10				
		31 Current	Last Payment: 2/8/2007	3,065.34				
2/1/2007	TXS	Real estate tax estimate	CH	0.02	0.02	0.00	0.00	0.00
<b>CARLISLE COFFEE COMPANY Total:</b>			<b>0.02</b>	<b>0.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1370-001516	MONRO MUFFLER BRAKE	Master Occupant Id: 00001365-1	Day Due: 1	Delq Day: 10				
		55-OB Current	Last Payment: 3/8/2007	3,383.07				
9/15/2006	CSCS60	Never received August rent payment, emailed Mindi Colom, reissuing a check.						
2/1/2007	TXS	Real estate tax estimate	CH	0.02	0.02	0.00	0.00	0.00
<b>MONRO MUFFLER BRAKE Total:</b>			<b>0.02</b>	<b>0.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

1370-001517	PENN LIQUOR CONT. BOARD #2110	Master Occupant Id: 00001367-1	Day Due: 1	Delq Day: 10				
		4 Current	Last Payment: 1/15/2007	12,500.00				
10/16/2006	CSCS60	Received check, emailed Ileana to issue a check payable to Kimco for July's rent.						
9/18/2006	CSCS60	Called Kristy, sending check in the amount of \$12,500.00 for August and September rent. The payment currently applied to August rent was for July's charges. Ileana is cutting a check payable to Kimco for July's rent.						
10/5/2006	OCR	PAYMENT TO OPEN CREDI	CR	-8,250.00	0.00	0.00	0.00	-8,250.00
2/1/2007	RNT	Base Rent	CH	8,250.00	8,250.00	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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OCR	PAYMENT TO OPEN CREDIT		-6,250.00	0.00	0.00	0.00	0.00	-6,250.00
RNT	Base Rent		6,250.00	6,250.00	0.00	0.00	0.00	0.00
<b>PENN LIQUOR CONT. BOARD #2110 Total:</b>			0.00	6,250.00	0.00	0.00	0.00	-6,250.00

1370-001519 DAWN & ASSOCIATES REALTY Master Occupant Id: 00001369-1 Day Due: 1 Delq Day: 10  
 27 Current Last Payment: 1/29/2007 2,583.78

10/16/2006 CSCS60 Called Dawn about September payment (short \$63.20), sending check.  
 9/15/2006 CSCS60 Went to property and picked up rent check from tenant for September rent.

2/1/2007	ESC	Cam estimates	CH	238.50	238.50	0.00	0.00	0.00	0.00
2/1/2007	MGT	MANAGEMENT FEE	CH	83.55	83.55	0.00	0.00	0.00	0.00
2/1/2007	RNT	Base Rent	CH	2,088.65	2,088.65	0.00	0.00	0.00	0.00
2/1/2007	TXS	Real estate tax estimate	CH	173.08	173.08	0.00	0.00	0.00	0.00

ESC	Cam estimates		238.50	238.50	0.00	0.00	0.00	0.00
MGT	MANAGEMENT FEE		83.55	83.55	0.00	0.00	0.00	0.00
RNT	Base Rent		2,088.65	2,088.65	0.00	0.00	0.00	0.00
TXS	Real estate tax estimate		173.08	173.08	0.00	0.00	0.00	0.00
<b>DAWN &amp; ASSOCIATES REALTY Total:</b>			2,583.78	2,583.78	0.00	0.00	0.00	0.00

1370-001520 PA IND. BLIND & HANDICAPPED Master Occupant Id: 00001370-1 Day Due: 1 Delq Day: 10  
 22 Current Last Payment: 3/8/2007 4,066.17

10/17/2006 CSCS60 Per Joseph Macri a renewal agreement is being negotiated and account must be current before executing.

9/1/2006	OCR	PAYMENT TO OPEN CREDIT	CR	-408.39	0.00	0.00	0.00	0.00	-408.39
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OCR	PAYMENT TO OPEN CREDIT		-408.39	0.00	0.00	0.00	0.00	-408.39
<b>PA IND. BLIND &amp; HANDICAPPED Total:</b>			-408.39	0.00	0.00	0.00	0.00	-408.39

ESC	Cam estimates		3,966.80	238.50	0.00	274.42	274.42	3,179.46
LAT	LATE CHARGES		600.00	0.00	0.00	0.00	0.00	600.00
MGT	MANAGEMENT FEE		545.82	83.55	0.00	0.00	0.00	462.27
OCR	PAYMENT TO OPEN CREDIT		-6,658.41	0.00	0.00	0.00	0.00	-6,658.41
PPR	Prepaid Rent		-0.02	0.00	0.00	0.00	0.00	-0.02
RNT	Base Rent		25,067.05	8,338.65	0.00	2,058.34	2,058.34	12,611.72
TER	TERMINATION FEE		5,000.00	0.00	5,000.00	0.00	0.00	0.00
TXS	Real estate tax estimate		2,046.20	173.30	0.00	133.53	133.53	1,605.84
<b>ENTITY 1370 Total:</b>			30,567.44	8,834.00	5,000.00	2,466.29	2,466.29	11,800.86

ESC	Cam estimates		3,966.80	238.50	0.00	274.42	274.42	3,179.46
LAT	LATE CHARGES		600.00	0.00	0.00	0.00	0.00	600.00
MGT	MANAGEMENT FEE		545.82	83.55	0.00	0.00	0.00	462.27
OCR	PAYMENT TO OPEN CREDIT		-6,658.41	0.00	0.00	0.00	0.00	-6,658.41
PPR	Prepaid Rent		-0.02	0.00	0.00	0.00	0.00	-0.02
RNT	Base Rent		25,067.05	8,338.65	0.00	2,058.34	2,058.34	12,611.72
TER	TERMINATION FEE		5,000.00	0.00	5,000.00	0.00	0.00	0.00
TXS	Real estate tax estimate		2,046.20	173.30	0.00	133.53	133.53	1,605.84

**Grand Total:** 30,567.44 8,834.00 5,000.00 2,466.29 2,466.29 11,800.86



Invoice Date	Category	Source	Amount	Current	30	60	90	120
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0620-000963	JOE MARI & VINCENT SCHIANO		Master Occupant Id: 00000934-1		Day Due: 1	Delq Day:			
	JOE MARI		09	Current	Last Payment: 2/14/2007		2,840.00		
	(717) 545-9202								
2/12/2007	TXS	Real estate tax estimate	CH	114.12	114.12	0.00	0.00	0.00	0.00
2/12/2007	TXY	Annual Real Estate Taxes	CH	39.49	39.49	0.00	0.00	0.00	0.00
				TXS	Real estate tax estimate	114.12	114.12	0.00	0.00
				TXY	Annual Real Estate Taxes	39.49	39.49	0.00	0.00
<b>JOE MARI &amp; VINCENT SCHIANO Total:</b>					153.61	153.61	0.00	0.00	0.00

0620-000964	HOLIDAY HAIR #006		Master Occupant Id: 00000935-1		Day Due: 1	Delq Day:			
	(888) 860-7778		03	Current	Last Payment: 2/14/2007		2,304.00		
10/19/2006	WAT	WATER/SEWER	CH	20.33	0.00	0.00	0.00	0.00	20.33
2/12/2007	TXS	Real estate tax estimate	CH	155.90	155.90	0.00	0.00	0.00	0.00
2/12/2007	TXY	Annual Real Estate Taxes	CH	355.13	355.13	0.00	0.00	0.00	0.00
				TXS	Real estate tax estimate	155.90	155.90	0.00	0.00
				TXY	Annual Real Estate Taxes	355.13	355.13	0.00	0.00
				WAT	WATER/SEWER	20.33	0.00	0.00	20.33
<b>HOLIDAY HAIR #006 Total:</b>					531.36	511.03	0.00	0.00	20.33

0620-000977	BETHANY LE AND LOAN LE		Master Occupant Id: 00000943-1		Day Due: 1	Delq Day:			
	BETHANY LE		02	Current	Last Payment: 1/30/2007		2,559.97		
	(717) 671-7274								
2/12/2007	TXS	Real estate tax estimate	CH	80.38	80.38	0.00	0.00	0.00	0.00
2/12/2007	TXY	Annual Real Estate Taxes	CH	187.18	187.18	0.00	0.00	0.00	0.00
				TXS	Real estate tax estimate	80.38	80.38	0.00	0.00
				TXY	Annual Real Estate Taxes	187.18	187.18	0.00	0.00
<b>BETHANY LE AND LOAN LE Total:</b>					267.56	267.56	0.00	0.00	0.00

0620-001191	GIANT FOOD STORES, LLC #279		Master Occupant Id: 00001130-1		Day Due: 1	Delq Day: 5			
	DEBORAH K ALLEMAN		11	Current	Last Payment: 2/27/2007		77,898.75		
	(717) 240-7557								
12/28/2006	OCR	PAYMENT TO OPEN CREDI	CR	-0.05	0.00	0.00	-0.05	0.00	0.00
1/4/2007	OCR	PAYMENT TO OPEN CREDI	CR	-42.25	0.00	-42.25	0.00	0.00	0.00
2/7/2007	OCR	PAYMENT TO OPEN CREDI	CR	-42.25	-42.25	0.00	0.00	0.00	0.00
2/27/2007	ESC	Cam estimates	CR	-42.25	-42.25	0.00	0.00	0.00	0.00
2/27/2007	ESC	Cam estimates	CR	-5,416.67	-5,416.67	0.00	0.00	0.00	0.00
2/27/2007	PPR	Prepaid Rent	CR	-72,439.83	-72,439.83	0.00	0.00	0.00	0.00
				ESC	Cam estimates	-5,458.92	-5,458.92	0.00	0.00
				OCR	PAYMENT TO OPEN CREDIT	-84.55	-42.25	-42.25	-0.05
				PPR	Prepaid Rent	-72,439.83	-72,439.83	0.00	0.00
<b>GIANT FOOD STORES, LLC #279 Total:</b>					-77,983.30	-77,941.00	-42.25	-0.05	0.00

0620-001208	TB SANDALWOOD INC. QUIZNOS		Master Occupant Id: 00001143-1		Day Due: 1	Delq Day: 5			
	TARA MORRISEY		07	Inactive	Last Payment: 11/22/2005		3,750.00		
11/22/2005	RNT	Base Rent	CR	-3,750.00	0.00	0.00	0.00	0.00	-3,750.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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RNT	Base Rent		-3,750.00	0.00	0.00	0.00	0.00	-3,750.00
<b>TB SANDALWOOD INC.-QUIZNOS Total:</b>			<b>-3,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-3,750.00</b>

0620-001255	PET VALU INTERNATIONAL, INC.		Master Occupant Id: 00001182-1	Day Due: 1	Delq Day: 5			
	SAMUEL J. PATTON		08	Current	Last Payment: 3/1/2007	4,102.50		
	(905) 946-1200 ext: 3557							
2/12/2007	TXS	Real estate tax estimate	CH	188.12	188.12	0.00	0.00	0.00
2/12/2007	TXY	Annual Real Estate Taxes	CH	364.41	364.41	0.00	0.00	0.00

TXS	Real estate tax estimate		188.12	188.12	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		364.41	364.41	0.00	0.00	0.00	0.00
<b>PET VALU INTERNATIONAL, INC. Total:</b>			<b>552.53</b>	<b>552.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

0620-001410	JING SHENG JIANG/CHAO LIN		Master Occupant Id: 00001275-1	Day Due: 1	Delq Day: 5			
	JING SHENG JIANG		05	Current	Last Payment: 2/27/2007	375.70		
	(648) 510-2653							
2/27/2007	TXS	Real estate tax estimate	CR	-31.97	-31.97	0.00	0.00	0.00

TXS	Real estate tax estimate		-31.97	-31.97	0.00	0.00	0.00	0.00
<b>JING SHENG JIANG/CHAO LIN Total:</b>			<b>-31.97</b>	<b>-31.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

0620-001413	CELLCO PARTNERS-VERIZON		Master Occupant Id: 00001277-1	Day Due: 1	Delq Day: 5			
	JIM THOMASSON		01	Current	Last Payment: 2/7/2007	3,710.28		
	(813) 248-3391							
2/12/2007	TXS	Real estate tax estimate	CH	110.44	110.44	0.00	0.00	0.00
2/12/2007	TXY	Annual Real Estate Taxes	CH	288.92	288.92	0.00	0.00	0.00

TXS	Real estate tax estimate		110.44	110.44	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		288.92	288.92	0.00	0.00	0.00	0.00
<b>CELLCO PARTNERS-VERIZON Total:</b>			<b>399.36</b>	<b>399.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

ESC	Cam estimates		-5,458.92	-5,458.92	0.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-84.55	-42.25	-42.25	-0.05	0.00	0.00
PPR	Prepaid Rent		-72,439.83	-72,439.83	0.00	0.00	0.00	0.00
RNT	Base Rent		-3,750.00	0.00	0.00	0.00	0.00	-3,750.00
TXS	Real estate tax estimate		616.99	616.99	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		1,235.13	1,235.13	0.00	0.00	0.00	0.00
WAT	WATER/SEWER		20.33	0.00	0.00	0.00	0.00	20.33

<b>ENTITY 0620 Total:</b>			<b>-79,860.85</b>	<b>-76,088.88</b>	<b>-42.25</b>	<b>-0.05</b>	<b>0.00</b>	<b>-3,729.67</b>
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ESC	Cam estimates		-5,458.92	-5,458.92	0.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT		-84.55	-42.25	-42.25	-0.05	0.00	0.00
PPR	Prepaid Rent		-72,439.83	-72,439.83	0.00	0.00	0.00	0.00
RNT	Base Rent		-3,750.00	0.00	0.00	0.00	0.00	-3,750.00
TXS	Real estate tax estimate		616.99	616.99	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		1,235.13	1,235.13	0.00	0.00	0.00	0.00
WAT	WATER/SEWER		20.33	0.00	0.00	0.00	0.00	20.33

<b>Grand Total:</b>			<b>-79,860.85</b>	<b>-76,088.88</b>	<b>-42.25</b>	<b>-0.05</b>	<b>0.00</b>	<b>-3,729.67</b>
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AMENDED AND RESTATED LOAN AGREEMENT

Among

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P. a Delaware limited partnership

("Borrower")

and

KEYBANK, NATIONAL ASSOCIATION ("Administrative Agent"),

and

KEYBANK, NATIONAL ASSOCIATION,  
MANUFACTURERS AND TRADERS TRUST COMPANY,

TD BANK, N.A.

REGIONS BANK

CITIZENS BANK OF PENNSYLVANIA

RAYMOND JAMES BANK, FSB

TRISTATE CAPITAL BANK

and any other Lenders, if any, which may become parties to this Agreement ("Lenders")

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KEYBANC CAPITAL MARKETS LLC ("Arranger")

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UP TO \$250,000,000.00 LOAN

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**THIS AMENDED AND RESTATED LOAN AGREEMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN LOAN AGREEMENT DATED AS OF JUNE 13, 2008 ENTERED INTO BETWEEN CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., AS BORROWER, KEYBANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AND THE VARIOUS LENDERS PARTY THERETO**

**AMENDED AND RESTATED LOAN AGREEMENT**

This agreement ("Loan Agreement" or "Agreement") is made and entered into as of the 17th day of October, 2008, by and between **CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, a Delaware limited partnership having an address at 44 South Bayles Avenue, Port Washington, New York 11050 ("Borrower"), **KEYBANK, NATIONAL ASSOCIATION**, a national banking association having an address at 225 Franklin Street, 18th Floor, Boston, Massachusetts, 02110; **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation having an address at One M&T Plaza, Buffalo, New York 14203; **TD BANK, N.A.**, having an address at 15 Park Street, Framingham, Massachusetts 01702; **REGIONS BANK** having an address at 1900 5th Ave. N., 15th Floor, Birmingham, Alabama 35203; **CITIZENS BANK OF PENNSYLVANIA** having an address at 1215 Superior Ave., 6th Floor, Cleveland, Ohio 44114; **RAYMOND JAMES BANK, FSB**, having an address at 710 Carillon Parkway, St. Petersburg, Florida 33716; and **TRISTATE CAPITAL BANK**, having an address at 789 E. Lancaster Avenue, Suite 240, Villanova, Pennsylvania 19085, and the other lending institutions which are or may hereafter become parties to the Loan Agreement (as defined below), as the Lenders (collectively, the "Lenders"), and **KEYBANK, NATIONAL ASSOCIATION**, a national banking association having an address at 225 Franklin Street, 18th Floor, Boston, Massachusetts, 02110 as administrative agent on behalf of the Lenders (the "Administrative Agent").

WITNESSETH:

**1. BACKGROUND.**

1.1 **Defined Terms.** Capitalized terms used in this Agreement are defined either in **Exhibit A**, or in specific sections of this Agreement, or in another Loan Document, as referenced in **Exhibit A**.

1.2 **Borrower.** Borrower is a limited partnership organized under the laws of the State of Delaware of which the sole general partner is CSC.

1.3 **Use of Loan Proceeds.** Borrower has applied to Lenders for a revolving loan of not to exceed up to TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000.00), with an initial Established Loan Amount of One Hundred Fifty Million Dollars (\$150,000,000.00) ("Loan"), the proceeds of which are to be used (a) to provide funds for the acquisition, development, construction, expansion, and renovation, of real estate properties by the Borrower, CSC, and the Borrower Subsidiaries, (b) to pay certain closing and transactional costs as

approved by the Administrative Agent, and (c) for other lawful REIT purposes, including, without limitation, the disbursements on the Funding Date.

1.4 Guaranties. As an inducement to Lenders to make the Loan, CEDAR SHOPPING CENTERS, INC., a Maryland corporation (“CSC”), and each Borrowing Base Property Owner (severally and collectively called “Guarantor” or “Guarantors”) have agreed to furnish guaranties to the Administrative Agent, for the ratable benefit of the Lenders. The establishment of the facility provided for herein and the making of the Loan is in the best interest of each of the Guarantors as the proceeds of the Loan are being, or may be, used to satisfy Debt of certain of the Guarantors and to make available funds to the Guarantors for working capital purposes and for acquisitions, development, capital expenditures, and refinancings of real estate properties. The Lenders have advised the Borrower that the Lenders will not establish this facility without the Guaranty from the Guarantors.

1.5 Loan. Subject to all of the terms, conditions and provisions of this Agreement, and of the agreements and instruments referred to herein, each of the Lenders agrees severally to make a loan to the Borrower up to a maximum aggregate principal amount equal to such Lender’s Commitment, and Borrower agrees to accept and repay the Loan in accordance with the terms of this Agreement.

## 2. LOAN PROVISIONS.

### 2.1 General Loan Provisions.

#### 2.1.1 Limit.

(i) Subject to all of the terms and conditions hereof, the Lenders hereby agree to lend to Borrower, and Borrower may borrow, reborrow and repay from time to time sums (the “Loan Advances”) between the date hereof and the Maturity Date; provided, that (a) the aggregate of (1) the outstanding principal balance of the Loan plus (2) the L/C Exposure, shall at no time exceed (b) the least of (1) the Established Loan Amount, (2) the Total Commitment, or (3) the Availability (the least of (1), (2) or (3), the “Maximum Loan Amount”).

(ii) The obligations of the Lenders hereunder are several and independent and not joint. Failure of any Lender to fulfill its obligations hereunder shall not result in any other Lender becoming obligated to advance more than its Commitment Percentage of the Loan.

(iii) Provided no Default or Event of Default shall then be in existence, the Borrower may, on any one (1) or more occasions prior to the Maturity Date, request an increase the Established Loan Amount; provided, however, that (i) the amount of each such increase shall not be less than Ten Million (\$10,000,000.00) Dollars, (ii) the aggregate amount of all such increases shall not cause the Established Loan Amount to exceed Two Hundred Fifty Million (\$250,000,000.00) Dollars, and (iii) after any such increase the Established Loan Amount shall not exceed the Total Commitments (as such may be increased after the date hereof) as determined by the Administrative Agent. Such request may be made by the Borrower by written notice to the Administrative Agent, which election shall designate the desired increased Established Loan Amount. The Borrower shall execute, deliver and satisfy, and shall

cause each Loan Party to execute, deliver, and satisfy, any and all documentation and other conditions reasonably required by the Administrative Agent and any Lender increasing its Commitment in order to evidence and effectuate the increase in the Established Loan Amount, including, without limitation, any new or replacement Note as may be required by any Lender increasing its Commitment or any new Lender issuing a new Commitment. Any such increase of the Established Loan Amount shall not be effective until written confirmation from the Administrative Agent to the Borrower and the Lenders of such increased amount and the confirmation that such amount does not exceed the Total Commitments. The Administrative Agent shall give the existing Lenders written notice of the Borrower's request to so increase the Established Loan Amount hereunder, and the existing Lenders shall have a right of first refusal with respect to electing to increase their respective Commitments, which right must be exercised by providing the Administrative Agent with written notice of such election within ten (10) Business Days of the notice provided by the Administrative Agent. In the event the existing Lenders shall agree to increase their Commitments by an amount that is in excess of the requested increase, such increased Commitments shall be allocated by the Administrative Agent on a pro rata basis. In connection with any increase in the Established Loan Amount, no Lender shall be required to increase the amount of such Lender's Commitment.

2.1.2 Procedures and Limits. Until the Maturity Date, the Lenders shall, subject to the compliance with all of the other terms, conditions and provisions of this Agreement and there then continuing no Default or Event of Default, make disbursements to Borrower of Loan Advances in installments in accordance with the following:

(i) Written Requests. Loan Advances shall be made, at Borrower's written request to Administrative Agent, not more frequently than four (4) times a month, on the basis of written requests, made in accordance with the method and procedures described in Section 2.1.3 below; and Administrative Agent shall act upon such requests within three (3) Business Days following the receipt of a written request from Borrower for a Loan Advance, which action may include, without limitation, funding the requested Loan Advance, or specifying the basis for not funding and, when applicable, requesting additional information and supporting documentation. The date on which any Loan Advance is funded (or Letter of Credit issued) is herein called a "Drawdown Date."

(ii) Requisitions, Certifications. Each request for a Loan Advance shall be in writing and in the form attached hereto as Exhibit B-1, and shall include an updated Availability Certificate in the form of Exhibit B-1, attached hereto. Each such request shall specify (i) the amount of the Loan Advance requested, (ii) the purpose of the Loan Advance requested, (iii) the aggregate outstanding principal balance of the Loan plus L/C Exposure, (iv) the then aggregate remaining amount which may be funded under the Note, and (v) calculations evidencing the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower, except to the extent the contemplated Loan Advance will result in noncompliance with the Financial Covenants, and (vi) if the purpose of the Loan Advance is to fund project costs with respect to a Borrowing Base Property, such supporting invoices and other documentation as the Administrative Agent may reasonably require evidencing the project costs incurred or to be paid supporting such Loan Advance. Each request for a Loan Advance hereunder shall be for (a) a minimum amount of \$500,000.00, and (b) an amount not to exceed

(x) the Maximum Loan Amount less (y) the aggregate of the then outstanding principal balance of the Loan plus L/C Exposure.

2.1.3 Funding Procedures. The following terms and provisions shall apply to any Loan Advance:

(i) Upon the satisfaction of the conditions set forth in this Section 2.1, to the extent applicable, Administrative Agent on behalf of the Lenders will either (x) deposit into a Depository Account of the Borrower or (y) disburse to, or for the benefit of, the Borrower or any Borrower Subsidiary (as directed by the Borrower) the amount of the Loan Advance requested by Borrower pursuant to this Section 2.1. Provided the Administrative Agent has received from the Lenders immediately available funds not later than 1:00 p.m. (Eastern time) on the proposed Drawdown Date (to the extent immediately available funds are received later than 1:00 p.m. (Eastern time), Administrative Agent, on behalf of the Lenders, will make the deposit into the Depository Account on the following Business Day), provided that if Borrower's request for a Loan Advance so specifies, instead of making such deposit, Administrative Agent on behalf of the Lenders shall fund all or a portion of such Loan Advance received by the Administrative Agent from the Lenders directly by wire transfer of immediately available funds to a third party (in accordance with wiring instruction specified in such request), in which event such funds shall be wired by no later than 2:00 p.m. (Eastern time) on the proposed Drawdown Date.

(ii) Each request for a Loan Advance hereunder shall constitute a representation and warranty by Borrower that the conditions set forth in Section 5.1 hereof, as the case may be, have been satisfied on the date of such request and will be satisfied on the proposed Drawdown Date, unless otherwise disclosed in writing to the Administrative Agent prior to or at the time of such request, including the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower, except to the extent the contemplated Loan Advance will result in noncompliance with the Financial Covenants. Notwithstanding any such disclosure, the disclosure by Borrower to the Administrative Agent that one or more of the conditions set forth in Section 5.1 hereof are not satisfied as of the date of Borrower's request for a Loan Advance or will not be satisfied as of the proposed Drawdown Date shall entitle Administrative Agent and Lenders to refuse to make the Loan Advance requested by Borrower.

(iii) If any Event of Default shall occur and be continuing, the Administrative Agent may or shall (at the direction of the Required Lenders), by notice to Borrower, terminate the obligation of the Lenders to fund Loan Advances in respect of the then unfunded portion of the Note, and, upon such notice being given, such obligation of the Lenders to make any further Loan Advances in respect of the then unfunded portion of the Note shall terminate immediately and the Lenders shall be relieved of all further obligations to make any Loan Advances to Borrower.

## 2.2 Term of Loan

2.2.1 The Loan shall be for a term (the "Initial Term") commencing on the date hereof and ending on June 13, 2011 (the "Initial Maturity Date") or such earlier date as the Loan



is accelerated pursuant to the terms of this Agreement upon an Event of Default. The Initial Term may be extended for one year ("Extended Term") until June 13, 2012 ("Extended Maturity Date") upon satisfaction of the conditions set forth in Section 2.2.3 (hereinafter, the Initial Maturity Date and the Extended Maturity Date may be referred to herein sometimes as the "Maturity Date" as may be applicable).

#### 2.2.2 Termination/Reduction.

(i) The Borrower shall have the right to terminate the Loan prior to the originally scheduled Maturity Date by providing the Administrative Agent (with the Administrative Agent giving prompt notice thereof to the Lenders) with ten (10) days' written notice of the Borrower's intention to terminate the Loan (the date of such termination being the "Borrower Termination Date"). In the event that the Borrower provides such written notice to the Administrative Agent, (i) as of the date of the notice, the Lenders shall have no further obligation to make or issue, and the Borrower shall have no further right to receive or request, any Loan Advances or any Letters of Credit hereunder, and (ii) the Borrower shall be obligated on the Borrower Termination Date to pay in full all accrued interest, principal and other charges due with respect to the Loan, including, without limitation, any Breakage Fees due on account of such payment and (y) either (1) provide Administrative Agent with cash collateral equal to the outstanding amount of all outstanding Letters of Credit from a source other than the proceeds of the Loan or (2) return all outstanding Letters of Credit to the Administrative Agent. If such cash collateral is posted, such funds shall be held in an interest bearing account at the Administrative Agent, shall be pledged to secure the Obligations, and shall be refunded on a dollar for dollar basis to the Borrower upon the return to the Administrative Agent, or the expiration, of each Letter of Credit.

(ii) The Borrower shall have the right to reduce the Established Loan Amount to an amount not less than \$100,000,000.00 prior to the originally scheduled Maturity Date by providing the Administrative Agent (with the Administrative Agent giving prompt notice thereof to the Lenders) with ten (10) days' written notice of the Borrower's intention to reduce the Established Loan Amount (the date of such reduction being the "Borrower Reduction Date"). In the event that the Borrower provides such written notice to the Administrative Agent, (i) as of the date of the notice, the Lenders shall have no further obligation to make or issue, and the Borrower shall have no further right to receive or request, any Loan Advances or any Letters of Credit such that (1) the outstanding principal balance of the Loan plus (2) the L/C Exposure, would exceed such reduced Established Loan Amount, and (ii) the Borrower shall be obligated on the Borrower Reduction Date to pay in full the excess of (1) the outstanding principal balance of the Loan plus (2) the L/C Exposure (less any portion of the L/C Exposure which is cash collateralized as set forth in section (y) below), over the reduced Established Loan Amount, including, without limitation, any Breakage Fees due on account of such payment due on account of such payment and/or (y) provide Administrative Agent with cash collateral equal to such excess with respect to Letters of Credit from a source other than the proceeds of the Loan. If such cash collateral is posted, such funds shall be held in an interest bearing account at the Administrative Agent, shall be pledged to secure the Obligations, and shall be refunded on a dollar for dollar basis to the Borrower upon the return to the Administrative Agent, or the expiration, of each Letter of Credit. In order to effect such reduced Established Loan Amount, the Administrative Agent shall reduce the Lenders' Commitments on a pro rata basis.

2.2.3 Upon satisfaction of each of the following conditions, Borrower may extend the Initial Maturity Date of the Loan until the Extended Maturity Date:

(i) No Default. No Default shall exist on the date of the Borrower's written notice for an extension as provided for below and on the Initial Maturity Date.

(ii) Notice From Borrower. Borrower shall have given Administrative Agent (and the Administrative Agent shall give prompt notice thereof to the Lenders) written notice of Borrower's request to exercise its extension right at least forty five (45) days, but no more than ninety (90) days, before the Initial Maturity Date.

(iii) Covenant Compliance. No breach of any covenants imposed upon Borrower or Guarantor shall exist including, without limitation, the Financial Covenants.

(iv) Conditions Satisfied. All of the conditions set forth in Section 5.1 of this Agreement, to the extent applicable, shall continue to be satisfied.

(v) Extension Fee. The Borrower shall have paid to the Administrative Agent an extension fee (the "Extension Fee") for the pro rata benefit of the Lenders of two-tenths of one percent (0.20%) of the outstanding Commitments of the Lenders, such Extension Fee to be payable at least five (5) days prior to the Initial Maturity Date.

(vi) Appraisals. If reasonably required by the Administrative Agent, the Administrative Agent shall have obtained an updated Appraisal on each Borrowing Base Property.

(vii) Additional Documents. Borrower and Guarantor shall have executed and delivered to Administrative Agent such agreements and documents as Administrative Agent may reasonably require incident to the extension.

Within thirty (30) days following receipt by Administrative Agent and each of the Lenders of Borrower's written notice under clause 2.2.3(ii) above requesting the extension accompanied by those of the items described above which are then available, Administrative Agent shall notify Borrower in writing if all of the conditions precedent to the extension, other than payment of the Extension Fee, have been satisfied, or if further information, certificates or work are required. If Administrative Agent determines that the conditions to extension have been satisfied, other than payment of the Extension Fee, Administrative Agent shall so notify Borrower and the Lenders and upon Administrative Agent's receipt of the Extension Fee not later than five (5) days prior to the Initial Maturity Date, so long as no Default exists, the term of the Loan shall be extended until the Extended Maturity Date.

2.3 Interest Rate and Payment Terms. The Loan shall be payable as to interest and principal in accordance with the provisions of this Agreement and the Note. This Agreement also provides for interest at a Default Rate, Late Charges and prepayment rights and fees. All payments for the account of Lenders shall be applied to the respective accounts of the Lenders in accordance with each Lender's Commitment Percentage of the Loan. Any and all interest rate selection and conversion provisions in this Agreement are to be administered by the

Administrative Agent and to be allocated on a pro rata basis to the portion of the balance due under the Note held by each Lender based upon such Lender's Commitment Percentage.

2.3.1 Borrower's Options. Principal amounts outstanding under the Loan shall bear interest at the following rates, at Borrower's selection, subject to the conditions and limitations provided for in this Agreement: (i) Variable Rate or (ii) Effective LIBO Rate.

2.3.2 Selection To Be Made. Borrower shall select, and thereafter may change the selection of, the applicable interest rate, from the alternatives otherwise provided for in this Agreement, by giving Administrative Agent a Notice of Rate Selection (in accordance with the requirements of Section 2.3.3, below): (i) three (3) Business Days prior to each Loan Advance, (ii) two (2) Business Days prior to the end of each Interest Period applicable to an Effective LIBO Rate Advance which shall be continued as an Effective LIBO Rate Advance, or (iii) two (2) Business Days prior to any Business Day on which Borrower desires to convert an outstanding Variable Rate Advance to an Effective LIBO Rate Advance.

2.3.3 Notice. A "Notice of Rate Selection" shall be a written notice, given by cable, tested telex, telecopier, or by telephone if immediately confirmed by such a written notice, from an Authorized Representative of Borrower which: (i) is received by Administrative Agent not later than 10:00 a.m. (Eastern time): (a) if an Effective LIBO Rate is selected, at least two (2) Business Days prior to the first day of the Interest Period to which such selection is to apply, (b) if a Variable Rate is selected, on the first day of the Interest Period to which such selection is to apply; and (ii) as to each selected interest rate option, sets forth the aggregate principal amount(s) to which such interest rate option(s) shall apply and the Interest Period(s) applicable to each Effective LIBO Rate Advance.

2.3.4 If No Notice. If Borrower fails to select an interest rate option in accordance with the foregoing prior to a Loan Advance, or at least two (2) Business Days prior to the last day of the applicable Interest Period of an outstanding Effective LIBO Rate Advance, or if an Effective LIBO Rate Advance is not available, any new Loan Advance made shall be deemed to be a Variable Rate Advance, and on the last day of the applicable Interest Period all outstanding principal amounts of the applicable Effective LIBO Rate Advance shall be deemed converted to a Variable Rate Advance.

2.3.5 Telephonic Notice. Without any way limiting Borrower's obligation to confirm in writing any telephonic notice, Administrative Agent may act without liability upon the basis of telephonic notice believed by Administrative Agent in good faith to be from Borrower prior to receipt of written confirmation. In each case Borrower hereby waives the right to dispute Administrative Agent's record of the terms of such telephonic Notice of Rate Selection in the absence of manifest error.

2.3.6 Limits On Options. Each Effective LIBO Rate Advance shall be in a minimum amount of \$1,000,000.00. At no time shall there be outstanding a total of more than five (5) Effective LIBO Rate Advances combined at any time.

2.3.7 Payment and Calculation of Interest. All interest shall be: (a) payable in arrears commencing on the first day of the calendar month following the Funding Date and on

the same day of each month thereafter until the principal together with all interest and other charges payable with respect to the Loan shall be fully paid; and (b) calculated on the basis of a 360 day year and the actual number of days elapsed. Each change in the Prime Rate shall simultaneously change the Variable Rate payable under this Agreement. Interest at the Effective LIBO Rate shall be computed from and including the first day of the applicable Interest Period to, but excluding, the last day thereof.

**2.3.8 Mandatory Principal Payments.**

(i) If, on any day, the aggregate of (a) the outstanding principal balance of the Loan, plus (b) the L/C Exposure, exceeds the Maximum Loan Amount, then the Borrower shall make a principal payment to the Administrative Agent, for the ratable benefit of the Lenders, in the amount of such excess, including, without limitation, any payment required to comply with the terms of Section 3.4, below, in immediately available funds within ten (10) Business Days of demand from the Administrative Agent; provided, however, if during such ten (10) Business Day period the Borrower delivers to the Administrative Agent satisfactory Funding Evidence, such ten (10) Business Day period shall be extended for such additional time as is determined by the Administrative Agent to be required for Borrower, acting in due diligence, to obtain such funds, not to exceed an additional sixty (60) days.

(ii) In connection with the release of the Lien in favor of the Administrative Agent on behalf of the Lenders on any Borrowing Base Property in accordance with Section 3.3, the Borrower shall prepay the Loan in an amount equal to the Release Price, if any, of the said Borrowing Base Property simultaneously with, or prior to, the release of the said Lien (any payment due under subsections (i) or (ii), a "Mandatory Principal Payment").

(iii) The entire principal balance of the Loan shall be due and payable in full on the Maturity Date.

**2.3.9 Prepayment.** The Loan or any portion thereof may be prepaid in full or in part at any time upon two (2) Business Days prior written notice to the Administrative Agent without premium or penalty with respect to Variable Rate Advances and, with respect to Effective LIBO Rate Advances subject to the Breakage Fee. Any Mandatory Principal Prepayment and any other partial prepayment of principal shall first be applied to the principal due in the reverse order of maturity, and no such partial prepayment shall relieve Borrower of the obligation to pay each installment of principal when due. Any amounts prepaid may be reborrowed subject to the terms hereof.

**2.3.10 Maturity.** At Maturity all accrued interest, principal and other charges due with respect to the Loan shall be due and payable in full and the principal balance and such other charges, but not unpaid interest, shall, at the option of the Administrative Agent, continue to bear interest thereafter at the Default Rate until so paid.

**2.3.11 Method of Payment; Date of Credit.** All payments of interest, principal and fees shall be made in lawful money of the United States in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments: (a) by direct charge to an account of Borrower maintained with

Administrative Agent, or (b) by wire transfer to Administrative Agent or (c) to such other bank or address as the holder of the Loan may designate in a written notice to Borrower. Payments shall be credited on the Business Day on which immediately available funds are received prior to 1:00 p.m. (Eastern time); payments received after 1:00 p.m. (Eastern time) shall be credited to the Loan on the next Business Day. Payments which are by check, which Administrative Agent may at its option accept or reject, or which are not in the form of immediately available funds shall not be credited to the Loan until such funds become immediately available to Administrative Agent, and, with respect to payments by check, such credit shall be provisional until the item is finally paid by the payor bank.

2.3.12 Billings. Administrative Agent may submit monthly billings reflecting payments due; however, any changes in the interest rate which occur between the date of billing and the due date may be reflected in the billing for a subsequent month. Neither the failure of Administrative Agent to submit a billing nor any error in any such billing shall excuse Borrower from the obligation to make full payment of all Borrower's payment obligations when due.

2.3.13 Default Rate. Administrative Agent shall have the option of imposing, and shall impose upon the direction of the Required Lenders, and Borrower shall pay upon billing therefor, an interest rate which is four percent (4.0%) per annum above the Effective LIBO Rate or Variable Rate then in effect with respect to Loan Advances (as the case may be) ("Default Rate"): (a) following any Event of Default, unless and until the Event of Default is waived by Required Lenders; and (b) after Maturity. Borrower's right to select pricing options shall cease upon the occurrence of any Event of Default unless and until the Event of Default is waived by Administrative Agent.

2.3.14 Late Charges. Borrower shall pay a late charge (herein, the "Late Charge") equal to five percent (5%) of the amount of any interest or scheduled payment of principal (other than the final principal payment due upon the Maturity Date), which is not paid within ten (10) days of the due date thereof. Late charges are: (a) payable in addition to, and not in limitation of, the Default Rate, (b) intended to compensate Administrative Agent and the Lenders for administrative and processing costs incident to late payments, (c) are not interest, and (d) shall not be subject to refund or rebate or credited against any other amount due.

2.3.15 Breakage Fees. Borrower shall pay to Administrative Agent, for the benefit of the Lenders, immediately upon request and notwithstanding contrary provisions contained in any of the Loan Documents, such amounts as shall, in the conclusive judgment of Administrative Agent (in the absence of manifest error), compensate Administrative Agent and the Lenders for the loss, cost or expense which it may reasonably incur as a result of (i) any payment or prepayment, under any circumstances whatsoever, whether voluntary or involuntary, of all or any portion of an Effective LIBO Rate Advance on a date other than the last day of the applicable Interest Period of an Effective LIBO Rate Advance, (ii) the conversion, for any reason whatsoever, whether voluntary or involuntary, of any Effective LIBO Rate Advance to a Variable Rate Advance on a date other than the last day of the applicable Interest Period, (iii) the failure of all or a portion of a Loan which was to have borne interest at the Effective LIBO Rate pursuant to the request of Borrower to be made under the Loan Agreement (except as a result of any act or omission of Lender), or (iv) the failure of Borrower to borrow in accordance with any request submitted by it for an Effective LIBO Rate Advance. Such amounts payable by

Borrower shall be equal to any administrative costs actually incurred plus any amounts required to compensate for any loss, cost or expense incurred by reason of the liquidation or redeployment of deposits or other funds acquired by Administrative Agent or any Lender to fund or maintain an Effective LIBO Rate Advance (herein, collectively, the "Breakage Fee"). A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth the calculation and amount of its Breakage Fee shall be conclusive absent manifest error.

2.4 Loan Fees; Administrative Agent's Fees.

2.4.1 Loan Fees. Borrower shall pay Administrative Agent for its own account the various fees in accordance with the fee letter between the Borrower and the Administrative Agent dated as of the date hereof.

2.4.2 Line Fee. Borrower agrees to pay an unused line fee (the "Line Fee") to the Administrative Agent, for the pro rata benefit of the Lenders. The amount of the Line Fee on any given day shall equal the Line Percentage multiplied by the amount on such day by which the Total Commitments exceed the sum of (a) the outstanding principal balance of the Loan, and (b) the L/C Exposure. The Line Fee shall be payable to the Administrative Agent quarterly in arrears on the first day of each calendar quarter for the immediately preceding calendar quarter or portion thereof, with a final payment on the Maturity Date and the first and last payments to be prorated based upon the partial calendar quarters to which they apply.

2.5 Acceleration. The Administrative Agent may, and upon the request of the Required Lenders shall, accelerate the Loan, upon the occurrence an Event of Default which remains continuing. Upon such an acceleration, all principal, accrued interest, Breakage Fee, any other fees, and costs and expenses shall be due and payable together with interest on such principal at the Default Rate from the date of the Event of Default until paid.

2.6 Additional Provisions Related to Interest Rate Selection.

2.6.1 Increased Costs. If, due to any one or more of: (i) the introduction of any applicable law or regulation or any change (other than any change by way of imposition or increase of reserve requirements already referred to in the definition of Effective LIBO Rate) in the interpretation or application by any authority charged with the interpretation or application thereof of any law or regulation; or (ii) the compliance with any guideline or request from any governmental central bank or other governmental authority (whether or not having the force of law) (an event described in the preceding clause (i) or (ii) an "Increased Cost Event"), there shall be an increase in the cost to any Lender of agreeing to make or making, funding or maintaining Effective LIBO Rate Advances, including without limitation changes which affect or would affect the amount of capital or reserves required or expected to be maintained by any such Lender, with respect to all or any portion of the Loan, or any corporation controlling any Lender, on account thereof, then Borrower from time to time shall, within twenty (20) days after written demand by Administrative Agent, pay to such Lender the incremental increase in Lender's cost due to the Increased Cost Event. A certificate as to the amount of the increased cost and the reason therefor submitted to Borrower by the Administrative Agent on behalf of an affected Lender, in the absence of manifest error, shall be conclusive and binding for all purposes.

2.6.2 Illegality. Notwithstanding any other provision of this Agreement, if the introduction of or change in or in the interpretation of any law, treaty, statute, regulation or interpretation thereof shall make it unlawful, or any central bank or government authority shall assert by directive, guideline or otherwise, that it is unlawful, for any Lender to make or maintain Effective LIBO Rate Advances or to continue to fund or maintain Effective LIBO Rate Advances, and such Lender, without cost or expense, cannot hold or administer its Commitment from an office where maintaining and funding Effective LIBO Rate Advances can be accomplished, then, on written notice thereof and demand by Administrative Agent or Required Lenders to Borrower, (a) the obligation of Administrative Agent to make Effective LIBO Rate Advances and to convert or continue any Loan as Effective LIBO Rate Advances shall terminate and (b) at the end of the applicable Interest Period (or on such earlier date as may be necessary to comply with such change), Borrower shall convert all principal outstanding under this Agreement into Variable Rate Advances.

2.6.3 Additional LIBO Rate Conditions. The selection by Borrower of an Effective LIBO Rate and the maintenance of the Effective LIBO Rate Advance at such rate shall be subject to the following additional terms and conditions:

A. Availability. If, before or after Borrower has selected to take or maintain an Effective LIBO Rate Advance, but before the Interest Period with respect thereto commences, the Administrative Agent notifies Borrower that:

(a) Dollar deposits in the amount and for the maturity requested are not available to lenders in the London interbank market at the rate specified in the definition of LIBO Rate set forth above, or

(b) reasonable means do not exist for Administrative Agent to determine the Effective LIBO Rate for the amounts and maturity requested,

then the principal which would have been an Effective LIBO Rate Advance shall be a Variable Rate Advance.

B. Payments Net of Taxes. All payments and prepayments of principal and interest under this Agreement shall be made net of any taxes (excluding Excluded Taxes) and costs (which are compensated under Section 2.6.1 above) resulting from having principal outstanding at or computed with reference to an Effective LIBO Rate. Without limiting the generality of the preceding obligation, illustrations of such taxes and costs as to which payments are to be made net of are taxes, or the withholding of amounts for taxes, of any nature whatsoever including income, excise, interest equalization taxes (other than United States or state income taxes) as well as all levies, imposts, duties or fees whether now in existence or as the result of a change in or promulgation of any treaty, statute, regulation, or interpretation thereof or any directive guideline or otherwise by a central bank or fiscal authority (whether or not having the force of law) or a change in the basis of, or the time of payment of, such taxes and other amounts resulting therefrom. Each Lender organized under the laws of a jurisdiction outside of the United States (a "Foreign Lender") shall provide to the Borrower and the Administrative Agent two properly completed and executed Internal Revenue Service Forms W-8BEN or other applicable forms, certificates or documents prescribed by the Internal Revenue

Service of the United States certifying as to such Foreign Lender's entitlement to complete exemption from United States withholding tax under an applicable statute or tax treaty with respect to payments to be made to such Foreign Lender hereunder ("Certificates of Exemption"). Each Foreign Lender shall provide such Certificates of Exemption on or before the Closing Date, and shall provide Certificates of Exemption on or before the first business day of each taxable year of such Foreign Lender thereafter. Each Foreign Lender that becomes a Lender pursuant to Section 13.3 after the Closing Date shall provide Certificates of Exemption on or before the date such Foreign Lender becomes a Lender and on or before the first business day of each taxable year of such Foreign Lender thereafter. If a Foreign Lender does not provide a Certificate of Exemption to Borrower and the Administrative Agent within the time periods set forth in the preceding sentence, Borrower shall withhold taxes from payments to such Foreign Lender at the applicable statutory rates and Borrower shall be permitted to deduct the amount withheld from the amount it otherwise would have been required to pay, provided that all such withholding shall cease upon delivery by such Foreign Lender of a Certificate of Exemption to Borrower and Administrative Agent. Each Lender that is not a Foreign Lender and is not exempt from backup withholding under the Code with respect to payments made under this Agreement shall provide a properly completed and executed IRS Form W-9 to the Borrower promptly after becoming a Lender under this Agreement. If a Lender fails to comply with its obligations under the preceding sentence and Borrower pays backup withholding as a result of such failure, Borrower shall be permitted to deduct the amount withheld from the amount it otherwise would have been required to pay to the Lender. Without limiting the foregoing, the Borrower shall timely pay any Other Taxes to the relevant governmental authority in accordance with applicable law.

2.6.4 Variable Rate Advances. Each Variable Rate Advance shall continue as a Variable Rate Advance until Maturity of the Loan, unless sooner converted, in whole or in part, to an Effective LIBO Rate Advance, subject to the limitations and conditions set forth in this Agreement.

## 2.7 Letters of Credit

### 2.7.1 The Letter of Credit Commitment

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.7, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Borrower or any current or proposed Borrowing Base Property Owners (it being acknowledged that the Borrowing Base Property Requirements and/or the Equity Requirement for such proposed Borrowing Base Property may not yet have been met) as required in connection with the construction of improvements on a current or proposed Borrowing Base Property, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.7.2 below, and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower, such current or proposed Borrower Base Property Owners and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Total Commitment, (y) the aggregate Outstanding Amount of the Loans of any Lender, plus such Lender's Commitment Percentage of the Outstanding Amount of all L/C



Obligations, shall not exceed such Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to Section 2.7.2(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Administrative Agent has approved such expiry date; or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless (x) the Administrative Agent shall have approved such expiry date, subject to Section 2.7.7, or (y) the subject Borrowing Base Property to which the Letter of Credit relates is scheduled to be completed at least ninety (90) days prior to the Letter of Credit Expiration Date.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Legal Requirement applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than \$25,000.00, in the case of a standby Letter of Credit;

(D) such Letter of Credit is to be denominated in a currency other than Dollars;

(E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(F) a default of any Lender's obligations to fund under Section 2.7.3 exists or any Lender is at such time a Delinquent Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender, subject to the provisions of Section 13.2.8.

(iv) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(v) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article 13 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article 13 included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

#### 2.7.2 Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by an Authorized Representative of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. (Eastern Time) at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment;

and (4) such other matters as the L/C Issuer may reasonably require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Sections 2.1.3(ii) or 2.1.3(iii) shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or the applicable Borrower Subsidiary or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Commitment Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date (unless clause (x) or (y) of Section 2.7.1(ii)(B) shall apply); provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.7.1 or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Administrative Agent has not approved or the Borrower has not qualified for such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Sections 2.1.3(ii) or 2.1.3(iii) are not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that permits the automatic reinstatement of all or a portion of the stated amount thereof after any drawing thereunder (each, an "Auto-Reinstatement Letter of Credit"). Unless

otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer to permit such reinstatement. Once an Auto-Reinstatement Letter of Credit has been issued, except as provided in the following sentence, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to reinstate all or a portion of the stated amount thereof in accordance with the provisions of such Letter of Credit. Notwithstanding the foregoing, if such Auto-Reinstatement Letter of Credit permits the L/C Issuer to decline to reinstate all or any portion of the stated amount thereof after a drawing thereunder by giving notice of such non-reinstatement within a specified number of days after such drawing (the "Non-Reinstatement Deadline"), the L/C Issuer shall not permit such reinstatement if it has received a notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Reinstatement Deadline (A) from the Administrative Agent that the Administrative Agent has not approved or the Borrower has not qualified for such reinstatement or (B) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Sections 2.1.3(ii) or 2.1.3(iii) are not then satisfied (treating such reinstatement as an L/C Credit Extension for purposes of this clause) and, in each case, directing the L/C Issuer not to permit such reinstatement.

(v) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

#### 2.7.3 Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. (Eastern Time) on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Commitment Percentage thereof. In such event, the Borrower shall be deemed to have requested a Variable Rate Advance under the Note to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.1 for the principal amount of the Loan, but subject to the amount of the unutilized portion of the Total Commitment and the conditions set forth in Sections 2.1.3(ii) and 2.1.3(iii). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.7.3(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.7.3(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Commitment Percentage of the Unreimbursed Amount not later than 1:00 p.m. (Eastern Time) on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.7.3(iii), each Lender that so makes funds available shall be deemed to have made a Variable

Rate Advance to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Loan Advance because the conditions set forth in Section 2.1.3(ii) or 2.1.3(iii) cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.7.3(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.7.

(iv) Until each Lender funds its Commitment Percentage of any Loan Advance or L/C Advance pursuant to this Section 2.7.3 to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Commitment Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make Loan Advances or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.7.3, shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Loans pursuant to this Section 2.7.3 is subject to the conditions set forth in Sections 2.1.3(ii) or 2.1.3(iii). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.7.3 by the time specified in Section 2.7.3(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation. A certificate of the L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

#### 2.7.4 Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.7.3, if the Administrative Agent receives for the account

of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Commitment Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.7.3(i) is required to be returned under any of the provisions of this Agreement (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

2.7.5 Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Borrower Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any debtor relief Legal Requirement; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Borrower Subsidiary.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will, immediately after discovery thereof, notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

**2.7.6 Role of L/C Issuer.** Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Affiliates nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.7.5 provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

**2.7.7 Cash Collateral.** Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. For purposes of this Agreement, "Cash Collateralize" means to pledge and deposit with or deliver to

the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances (the "Cash Collateral") pursuant to documentation in form and substance satisfactory to the Administrative Agent and the L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. The Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such Cash Collateral and all proceeds of the foregoing. Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at KeyBank, National Association.

2.7.8 Applicability of ISP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each standby Letter of Credit.

2.7.9 Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Commitment Percentage an annual Letter of Credit fee (the "Letter of Credit Fee") for each standby Letter of Credit equal to the Applicable Margin for Effective LIBO Rate Advances times the maximum stated amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date. The first and last payments of such Letter of Credit Fee are to be prorated based upon the partial calendar quarters to which they apply. If there is any change in the Applicable Margin for Effective LIBO Rate Advances during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Margin for Effective LIBO Rate Advances separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

2.7.10 Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee with respect to each Letter of Credit, of one eighth of one percent (.125%) per annum, computed on the maximum stated amount of such Letter of Credit. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the maximum stated amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. In addition, the Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.



2.7.11 Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.7.12 Letters of Credit Issued for Borrower Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Borrower Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Borrower Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Borrower Subsidiaries.

2.7.13 Amount. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time

### 3. SECURITY FOR THE LOAN; LOAN AND SECURITY DOCUMENTS

3.1 Security. The Loan together with interest thereon and all other charges and amounts payable by, and all other obligations of, Borrower and the other Loan Parties to the Administrative Agent and/or each of the Lenders, whenever incurred, direct or indirect, absolute or contingent, arising under or with respect to this Agreement, the Security Documents, or any other Loan Document, together with all other Obligations, shall be secured by the following collateral (the "Collateral") which Borrower agrees to provide and maintain, or cause to be provided and maintained (whether provided for each in separate agreements or combined with various other agreements):

#### 3.1.1 Mortgage/Deed of Trust and Security Agreement

(i) A first priority mortgage/deed of trust (as applicable) and security agreement (individually and collectively, the "Mortgage") granted by each Borrowing Base Property Owner to the Administrative Agent or a trustee on behalf of the Administrative Agent, as applicable, for the ratable benefit of the Lenders, on (i) each Collateral Property, (ii) all land, improvements, furniture, fixtures, equipment, and other assets (including, without limitation, property management agreements, contracts, contract rights, accounts, Licenses and Permits and general intangibles), including all after-acquired property, owned, or in which each Borrowing Base Property Owner has or obtains any interest, in connection with each Collateral Property; (iii) all insurance proceeds and other proceeds therefrom, and (iv) all other assets of each Borrowing Base Property Owner, whether now owned or hereafter acquired and related to each Collateral Property.

(ii) Each Mortgage shall secure the payment and performance of the Obligations.

(iii) At the option of the Administrative Agent, each Mortgage shall be either (x) a first priority mortgage/deed of trust (as applicable) and security agreement granted by the applicable Borrowing Base Property Owner to the Administrative Agent or a trustee on behalf of the Administrative Agent, as applicable, on behalf of the Lenders, or (y) an amendment, restatement and consolidation of a first priority mortgage/deed of trust (as applicable) and security agreement acquired by the Administrative Agent, for the ratable benefit of the Lenders, with proceeds of a Loan Advance.

(iv) In the event that in connection with the granting of any Mortgage on a Borrowing Base Property, the Administrative Agent, for the ratable benefit of the Lenders, purchases by assignment an existing mortgage loan or loans on such Borrowing Base Property, the Borrower represents, warrants, covenants and agrees as follows:

(A) The request for the Administrative Agent to purchase by assignment such loan or loan shall constitute a representation and warranty by the Borrower that (i) all signatures by the Borrower, any Borrower Subsidiary and, to the best of the Borrower's knowledge, all other persons or entities on the assigned promissory note, mortgage, and all other documents, instruments, and agreements executed in connection therewith are genuine, (ii) such documents, together with any other documents or instruments supplied by the Borrower to the Administrative Agent, sets forth the entire agreement with respect to the loan arrangement evidenced thereby, and (iii) the applicable Borrowing Base Property Owner is absolutely and unconditionally indebted under said documents and does not have any offsets, defenses, or counterclaims thereunder, or otherwise against the lender thereunder, or any predecessor in interest to such lender;

(B) The Borrower waives, on its own behalf and on behalf of CSC and the Loan Parties any offsets, defenses or counterclaims that exist or may have existed with respect to such assigned loan arrangement and assigned documents; and

(C) The Borrower shall cause to be delivered to the Administrative Agent such documents, instruments and agreements as the Administrative Agent shall reasonably require in order to evidence and effectuate such assignment and the terms and conditions hereof.

3.1.2 Collateral Assignment of Leases and Rents. A first priority collateral assignment of leases and rents (individually and collectively, the "Assignment of Leases and Rents") granted by each Borrowing Base Property Owner to the Administrative Agent, for the ratable benefit of the Lenders, with respect to all Leases of each Collateral Property and all income and profits to be derived from the operation and leasing of each Collateral Property.

3.1.3 Collateral Assignment of Contracts. A first priority collateral assignment and security agreement granted by each Borrowing Base Property Owner to the Administrative Agent, for the ratable benefit of the Lenders, with respect to all Licenses and Permits and all contracts, agreements and warranties now owned or hereafter acquired by each Collateral Property Owner and related in any manner to each Collateral Property.

3.1.4 Guaranties. The unconditional, continuing guaranty (singly and collectively the “Guaranty”) from each Guarantor, pursuant to which each Guarantor shall guaranty the prompt, punctual, and faithful payment of the Loan and the performance of all Borrower’s other Obligations to the Administrative Agent and each of the Lenders under the Loan Documents, with the Guaranty from CSC being delivered on the Closing Date, and the Guaranty from each other Guarantor being delivered when the applicable Individual Property is admitted as a Borrowing Base Property.

3.1.5 Environmental Compliance and Indemnification Agreement. A compliance and indemnification agreement with respect to environmental matters (“Environmental Indemnity”) from Borrower and each Guarantor in favor of the Administrative Agent and each of the Lenders.

3.1.6 Ownership Interest and Inter-Company Loan Pledge. A first priority pledge granted to the Administrative Agent, for the ratable benefit of the Lenders, with respect to (i) the ownership interest in (x) each Borrowing Base Property Owner held by any Loan Party or Borrower Subsidiary (with the exception of any Borrowing Base Property directly owned by the Borrower) or JV Partner and (y) each manager/general partner of a Borrowing Base Property Owner (with the exception of any Borrowing Base Property directly owned by the Borrower) and (ii) any inter-company loans from time to time due from any Borrowing Base Property Owner held by the Borrower or any Loan Party to the Borrower.

3.1.7 Additional Documents. Any other documents, instruments and agreements set forth on the Loan Agenda.

3.2 Loan Documents and Security Documents. The Loan shall be made, evidenced, administered, secured and governed by all of the terms, conditions and provisions of the following loan documents (the “Loan Documents”), each as the same may be hereafter modified or amended, consisting of: (i) this Loan Agreement; (ii) separate promissory notes in the form of Exhibit C, annexed hereto, payable to each Lender in the aggregate principal amount of Established Loan Amount; (iii) the various documents and agreements referenced in Section 3.1, above, and (iv) any other documents, instruments, or agreements heretofore or hereafter executed to further evidence or secure the Loan.

The Loan Documents, referenced in items 3.1.1 through and including 3.1.7, together with any such other Loan Documents as may be executed in accordance with Section 3.5, below, as to any Collateral Property, are sometimes referred to herein, singly and collectively as the “Security Documents”.

3.3 Removal of Individual Property as a Borrowing Base Property — Borrower. From time to time during the term of this Agreement following (i) Borrower’s written request (“Collateral Release Request”) indicating that (x) the Borrower intends to sell or refinance the subject Borrowing Base Property or (y) the removal of one or more Borrowing Base Properties is necessary to cure or remedy a Default hereunder, and (ii) satisfaction of the Release Conditions, the Administrative Agent shall release such Borrowing Base Property from the Lien held by the Administrative Agent, for the ratable benefit of the Lenders, release the subject Borrowing Base Property Owner from the Guaranty, terminate the assignments made by such Borrowing Base

Property Owner pursuant to Sections 3.1.2 and 3.1.3, release the Environmental Indemnity (subject to the terms thereof) delivered pursuant to Section 3.1.5, and release its Lien upon the ownership interest in such Borrowing Base Property Owner and its manager or general partner which was pledged by the Borrower as Collateral pursuant to Section 3.1.6, and thereafter such Borrowing Base Property Owner shall no longer be a Loan Party for the purposes of this Agreement (provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations). The "Release Conditions" are the following:

3.3.1 The Borrower shall make a Mandatory Principal Payment equal to the Release Price, if any, relative to the subject Borrowing Base Property or substitute a new Borrowing Base Property subject to the requirements of Section 3.5 below.

3.3.2 Upon release of the Lien on the subject Borrowing Base Property, the Financial Covenants shall remain satisfied (or be satisfied if the release cures a Default which resulted from the Financial Covenants not being satisfied).

3.3.3 No Default shall exist under this Agreement or the other Loan Documents at the time of any such release, except for any Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.3.4 No Event of Default shall exist under this Agreement or the other Loan Documents at the time of the Collateral Release Request or at the time of any such release, except for any Event of Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.3.5 All representations and warranties contained herein or in the other Loan Documents shall be true and correct in all material respects as of the time of any such release (other than representations and warranties which speak as of a specific date or which Administrative Agent was notified of were not true and correct prior to a request for a Loan Advance which was nonetheless made or which apply to the Individual Property being released).

3.3.6 The Borrower shall pay or reimburse the Administrative Agent for all appraisal fees, title insurance and recording costs, reasonable legal fees and expenses and other reasonable costs and expenses incurred by Administrative Agent in connection with the release.

Any failure of any removal and release requested by the Borrower to meet in all material respects all of the Release Conditions shall be deemed a rejection of the proposed Collateral Release Request and, subject to the other terms and conditions hereof as to whether any Individual Property is a Borrowing Base Property, such Borrowing Base Property shall remain a Borrowing Base Property hereunder and shall be included within the Collateral. At the request of the Borrower, the Administrative Agent shall use reasonable efforts to cooperate in the assignment of the Security Documents to a new lender with respect to any Borrowing Base Property being released, subject to the execution of customary documents with respect to any such assignment.

### 3.4 Removal of Individual Property as a Borrowing Base Property — Administrative Agent

3.4.1 An Individual Property shall no longer be deemed to be a Borrowing Base Property upon the determination by the Administrative Agent of the occurrence of any of the following:

(i) A Major Event of Loss occurs as to a Borrowing Base Property, or a Borrowing Base Property as to which an Event of Loss occurs is not, or ceases to be, a Restoration Property, or upon completion of the Repair Work, will not meet all of the Borrowing Base Property Requirements, unless such Major Event of Loss or Event of Loss will not materially interfere with the contemplated development and completion of the Borrowing Base Property; or

(ii) Subsections (f) or (g) in the definition of Eligibility Criteria are no longer satisfied with respect to such Borrowing Base Property; or

(iii) The Required Lenders have instructed the Administrative Agent to remove a Borrowing Base Property if a tenant or tenants which have Leases or prospective tenant or tenants which have letters of intent with respect to such Borrowing Base Property are subject to bankruptcy or insolvency proceedings and have filed a motion to reject such Lease or letter of intent, or have not assumed such Lease or letter of intent within sixty (60) days (or such longer period granted by the applicable bankruptcy court, not to exceed one hundred eighty (180) days) after such tenant's or prospective tenant's bankruptcy filing, and to the extent the space occupied or to be occupied by such tenants is deemed vacant, either subsection (f) or (g) of the Eligibility Criteria for such Borrowing Base Property would not be satisfied.

3.4.2 Upon any such Individual Property no longer being deemed to be a Borrowing Base Property, the Borrower shall make a Mandatory Principal Payment when required equal to the Release Price (if any) for such Borrowing Base Property.

3.4.3 With respect to any Individual Property determined by the Administrative Agent to no longer be deemed a Borrowing Base Property in accordance with this Section 3.4, if the Release Conditions are satisfied with respect thereto, the Administrative Agent shall release such Individual Property from the Lien held by the Administrative Agent, release the subject Borrowing Base Property Owner from the Guaranty, terminate the assignments made by such Borrowing Base Property Owner pursuant to Sections 3.1.2 and 3.1.3, release the Environmental Indemnity delivered pursuant to Section 3.1.5, and release its Lien upon the ownership interest in such Borrowing Base Property Owner and its manager or general partner which was pledged by the Borrower as Collateral pursuant to Section 3.1.6, and thereafter such Borrowing Base Property Owner shall no longer be a Loan Party for the purposes of this Agreement (provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations). However, if the said Release Conditions are not satisfied with respect to such Individual Property, although such Individual Property shall no longer be a Borrowing Base Property, the Individual Property shall not be released from the Lien held by the Administrative

Agent (shall continue to be a Collateral Property) and there shall be no release of the Collateral relating to such Individual Property or the subject Borrowing Base Property Owner, until such time as the Release Conditions are satisfied with respect thereto.

3.5 Additional Borrowing Base Property. From time to time during the term of this Agreement following Borrower's written request ("Additional Collateral Request"), compliance with the provisions of this Section 3.5, and compliance with the requirements for inclusion as a Borrowing Base Property, as set forth in the definition thereof, the Required Lenders shall authorize the Administrative Agent to accept one or more Individual Properties as Borrowing Base Properties (as identified by the Borrower in its written request) to be held by the Administrative Agent as Collateral. The Required Lenders shall agree to the acceptance of the Individual Property as an additional Borrowing Base Property only upon the satisfaction of the following conditions, in a manner reasonably acceptable to the Administrative Agent and the Required Lenders:

3.5.1 If sought by the Borrower, the Borrower shall have obtained Preliminary Approval for the addition of such Individual Property.

3.5.2 The Borrower (or applicable Loan Party) shall have satisfied all of the Borrowing Base Property Requirements as to such Individual Property.

3.5.3 No Event of Default shall exist under this Agreement or the other Loan Documents at the time of the Additional Collateral Request or at the time of any such Individual Property becoming a Borrowing Base Property, except for any Default which is cured or remedied by such Individual Property becoming a Borrowing Base Property.

3.5.4 All representations and warranties contained herein or in the other Loan Documents shall be true and correct in all material respects as of the time of any such Individual Property becoming a Borrowing Base Property (or shall become true by virtue of such Individual Property becoming a Borrowing Base Property) (other than representations and warranties which speak as of a specific date or which Administrative Agent was notified of were not true and correct prior to a request for a Loan Advance which was nonetheless made), including the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower.

3.5.5 The Borrower shall pay or reimburse the Administrative Agent for all appraisal fees, title insurance and recording costs, reasonable legal fees and expenses and other costs and expenses incurred by Administrative Agent in connection with the additional Borrowing Base Property.

3.5.6 The Borrower, the subject Borrowing Base Property Owner, and the subject Individual Property shall have satisfied all applicable conditions precedent set forth in Article 5 prior to the inclusion of the Individual Property as a Borrowing Base Property.

Any failure of the proposed Borrowing Base Property to meet in all material respects all of the foregoing conditions shall be deemed a rejection of the proposed Borrowing Base Property for that Additional Collateral Request and such proposed Borrowing Base Property shall not be

included in the Borrowing Base for any purpose unless and until all of the foregoing conditions are satisfied or waived by the Administrative Agent and the Required Lenders. The Administrative Agent shall give the Borrower prompt written notice of the decision of the Required Lenders with respect to the admission or rejection of any Individual Property as a Borrowing Base Property.

4. CONTINUING AUTHORITY OF AUTHORIZED REPRESENTATIVES. Administrative Agent and each of the Lenders are authorized to rely upon the continuing authority of the persons, officers, signatories or agents hereafter designated ("Authorized Representatives") to bind Borrower with respect to all matters pertaining to the Loan and the Loan Documents including, but not limited to, the selection of interest rates, the submission of requests for Loan Advances and certificates with regard thereto. Such authorization may be changed only upon written notice to Administrative Agent accompanied by evidence, reasonably satisfactory to Administrative Agent, of the authority of the person giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Administrative Agent. The present Authorized Representatives are listed on Exhibit D.

5. CONDITIONS PRECEDENT.

5.1 Closing Loan and Funding Initial Loan Advance. It shall be a condition precedent of Lenders' obligation to close the Loan and to fund the initial proceeds of the Loan that each of the following conditions precedent be satisfied in full (as determined by each Lender in its discretion which discretion shall be exercised reasonably and in good faith having due regard for the advice of the Administrative Agent), unless specifically waived in writing by all of the Lenders at or prior to the date of the closing and funding of the initial Loan Advance (the "Closing Date") (in the event that the closing of the Loan is an earlier date than the date of the initial funding of the Loan, then the term "Closing Date" shall refer to the date of the closing by execution of this Agreement, and the term "Funding Date" shall refer to the date of funding of the initial Loan Advance):

5.1.1 Satisfactory Loan Documents. On the Closing Date, each of the Loan Documents shall be satisfactory in form, content and manner of execution and delivery to Administrative Agent and Administrative Agent's counsel and all Loan Documents shall be in full force and effect.

5.1.2 Financial Information: No Material Change.

(i) No change shall have occurred in the financial condition, business, affairs, operations or control of Borrower and/or the Loan Parties, since the date of the Consolidated financial statements of CSC, the Borrower, and the Loan Parties most recently delivered to Administrative Agent or any of the Lenders, which change has had or could reasonably be expected to have a Material Adverse Effect; and Borrower and the other Loan Parties shall have furnished Administrative Agent such other financial information, and certifications as reasonably requested by the Administrative Agent.

(ii) The Borrower shall have provided to the Administrative Agent such certificates and other evidence as the Administrative Agent may reasonably require to

evidence that the Borrower, CSC and each of the Borrowing Base Property Owners (both before and after giving effect to the Loan) is solvent, has assets having a fair value in excess of the amount required to pay such Person's probable liabilities and existing Debts as such become absolute and mature, and has adequate capital for the conduct of such Person's business and the ability to pay such Person's Debts from time to time incurred in connection therewith as such Debts mature, including the Closing Compliance Certificate (the "Closing Compliance Certificate") set forth as Exhibit CC hereto or in such other form reasonably acceptable to Administrative Agent.

5.1.3 Warranties and Representations Accurate. All warranties and representations made by or on behalf of any of the Borrower and the other Loan Parties, or any of them, to Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall not omit any material fact necessary to make the same not misleading.

5.1.4 Validity and Sufficiency of Security Documents. The Security Documents shall create a valid and perfected lien in and to the Collateral and each of the Security Documents and related UCC filings shall have been duly recorded and filed to the satisfaction of Administrative Agent and Administrative Agent's counsel, including, without limitation, as follows:

(i) Prior to funding the Loan Advances, the Borrower, the other Loan Parties, and any other Persons executing Loan Documents on the Closing Date shall have delivered to the Administrative Agent with respect to the Security Documents or, in the case of UCC-1 financing statements, delivery of such financing statements in proper form for recording, and shall have taken all such other actions as may be necessary or, in the reasonable opinion of the Administrative Agent, desirable to perfect the Liens and security interests intended to be created by the Security Documents in the Collateral covered thereby. Notwithstanding the foregoing, the recordation of the Security Documents and the UCC filings shall not be a condition precedent under this Section 5.1.4 provided that Administrative Agent shall obtain satisfactory gap title insurance coverage. Such filings, recordings and other actions shall include, without limitation, in addition to the Mortgage, the Assignment of Leases and Rents, and the UCC-1 financing statements; and

(ii) on or prior to the Closing Date, the Administrative Agent shall have received the results of a UCC, tax lien and judgment search as may be reasonably requested by the Administrative Agent with respect to the Borrower, and any other Loan Parties, and the results of such search shall indicate there are no judgments which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect or Liens not permitted under the Loan Documents or to be satisfied with the proceeds of the initial Loan Advance or otherwise permitted by Administrative Agent.

5.1.5 Litigation. On the Closing Date, there shall not be any actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of the Borrower's knowledge, threatened (a) with respect to the Loan, the transactions contemplated in the Loan Documents, or (b) with respect to the Borrower, any other Loan Party, or any other Borrower Subsidiary, which, in the case of this clause (b), are not fully covered (subject to



deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect.

5.1.6 Formation Documents and Entity Agreements.

(i) On the Closing Date, the Administrative Agent shall have received a certificate of an officer of each limited liability company which is a manager or general partner of a Loan Party or limited partnership which is a general partner of a Loan Party annexing and certifying as to (a) resolutions of such limited liability company authorizing and approving the transactions contemplated by the Loan Documents, and the execution and delivery thereof by such limited liability company in respect of the documents to which it is a party on its own behalf, or as a general partner or manager of such other Loan Party or limited partnership, in respect of any of the Loan Documents, (b) signatures and incumbency of all officers of such limited liability company executing documentation on behalf of such entity or on behalf of any entity as to which such limited liability company is a general partner or manager, as the case may be, in connection with the transactions contemplated by the Loan Documents, (c) the Formation Documents of such limited liability company, the Loan Party which it is a manager or general partner of, the limited partnership which it is general partner of, and the Loan Party which such limited partnership is a general partner of, having been duly executed, delivered and filed (to the extent required by applicable Legal Requirements) and remaining in full force and effect and unmodified except as stated therein as of the date of such certificate (and annexing copies thereof) and (d) such limited liability company, the Loan Party which it is a manager or general partner of, the limited partnership which it is general partner of, and the Loan Party which such limited partnership is a general partner of, being in good standing and authorized to do business in each jurisdiction where the conduct of its business and ownership of its assets requires such qualification.

(ii) On the Closing Date, the Administrative Agent shall have received a certificate of the secretary of each corporation which is a Loan Party or the general partner of another Loan Party annexing and certifying as to (a) corporate resolutions of such entity authorizing and approving the transactions contemplated by the Loan Documents, and the execution and delivery thereof by such entity in respect of the documents to which it is a party on its own behalf, or as a general partner of such other Loan Party, in respect of any of the Loan Documents, (b) signatures and incumbency of all officers of such corporation executing documentation on behalf of such entity or on behalf of any entity as to which such corporation is a general partner, in connection with the transactions contemplated by the Loan Documents, (c) the Formation Documents of such corporation and Loan Party having been duly executed, delivered and filed (to the extent required by applicable Legal Requirements) and remaining in full force and effect and unmodified except as stated therein as of the date of such certificate (and annexing copies thereof) and (d) such corporation and Loan Party being in good standing and authorized to do business in each jurisdiction where the conduct of its business and ownership of its assets requires such qualification.

5.1.7 Compliance With Law. Administrative Agent and each of the Lenders shall have received and approved evidence that there are no Legal Requirements which prohibit

or adversely limit the capacity or authority of the Borrower or any Loan Party to enter into the Loan and perform the obligations of such Person with respect thereto.

5.1.8 Compliance With Financial Covenants. Administrative Agent shall have received the Closing Compliance Certificate or other evidence reflecting the Borrower's compliance with the Financial Covenants and the terms and conditions hereof.

5.1.9 Borrowing Base Property Due Diligence. Administrative Agent shall have received and completed a review of such due diligence as the Administrative Agent may reasonably require with respect to any Borrowing Base Property, consistent with customary commercial lending practices for properties of a similar nature including, without limitation, satisfaction of the Borrowing Base Property Requirements.

5.1.10 Condition of Property. There shall have been no material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising or intended to comprise the Borrowing Base Properties.

5.1.11 Insurance. Borrower shall have provided to Administrative Agent with respect to each Borrowing Base Property, the Borrower and the Collateral evidence of: (i) insurance coverages which meet the property, hazard, and other insurance requirements set forth on Exhibit E of this Loan Agreement to the satisfaction of Administrative Agent; and (ii) payment of the premiums for such insurance in accordance with the requirements set forth in Section 7.5.3.

5.1.12 Third Party Consents and Agreements. The Administrative Agent shall have received such third party consents and agreements as the Administrative Agent may reasonably require with respect to the Loan.

5.1.13 Cash Management. The Borrower shall open the Depository Account, as provided for herein.

5.1.14 Legal and other Opinions. Administrative Agent shall have received and approved legal opinion letters from counsel representing the Borrower and the other Loan Parties which meet Administrative Agent's legal opinion requirements and covering such matters incident to the transactions contemplated herein as the Administrative Agent may request.

5.1.15 Equity Requirement. The Equity Requirement with respect to each Borrowing Base Property shall have been and shall remain satisfied.

5.1.16 No Default. There shall not be any Default under any of the Loan Documents.

6. WARRANTIES AND REPRESENTATIONS. Borrower, the Administrative Agent and the Lenders acknowledge and agree that all representations and warranties made in this Section 6 shall be deemed to be made as of the date hereof; however, as provided for in Section 6.22 all such representations and warranties shall be deemed to be reaffirmed as of any proposed Drawdown Date, unless, in the case of Sections 6.4, 6.7, 6.9, and 6.14 as modified only by such additional disclosures as shall be provided to the Administrative Agent in writing after

the date hereof to reflect events occurring after the date hereof which do not constitute a Default hereunder, and including the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower, except to the extent the contemplated action will result in noncompliance with the Financial Covenants. Subject to such limitations, Borrower warrants and represents to Administrative Agent and each of the Lenders for the express purpose of inducing Lenders to enter into this Agreement, to make each Loan Advance, to issue each Letter of Credit and to otherwise complete all of the transactions contemplated hereby as follows:

6.1 Formation. Each Loan Party has been duly formed and is validly existing and in good standing as a corporation, partnership or limited liability company, as the case may be, under the laws of the State of its formation. Each Loan Party has the requisite corporate, partnership or company power and authority, as applicable, to own its assets and conduct its businesses as currently conducted and owned, and to enter into and perform its obligations under each Loan Document to which it is a party. Each Loan Party is in good standing and authorized to do business in each jurisdiction where the ownership of its assets and/or the conduct of its business requires such qualification except where the failure to be so qualified would not have a Material Adverse Effect.

6.2 Proceedings: Enforceability. Each Loan Party has taken all requisite corporate, partnership or company action, as applicable, to authorize the execution, delivery and performance by such Loan Party of the Loan Documents to which it is a party. Each Loan Document which is required to be executed and delivered on or prior to the date on which this representation and warranty is being made has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of each Loan Party thereto, enforceable against each such Loan Party in accordance with its respective terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

6.3 Conflicts. Neither the execution, delivery and performance of the Loan Documents by the Loan Parties or compliance by any Loan Party with the terms and provisions thereof (including, without limitation, the granting of Liens pursuant to the Security Documents), (i) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality having jurisdiction over Borrower, the Property or any Loan Party, (ii) will conflict with or result in any breach of any of the terms, covenants, conditions of, or constitute a default under, or result in the creation or imposition (or the obligation to create or impose) of any Lien (except pursuant to the Security Documents) upon any of the property or assets of any Loan Party pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan agreement or any other agreement, contract or instrument to which any Loan Party is a party or by which it or any of its properties or assets is bound or to which it may be subject, or (iii) will violate any provision of any Formation Document of any Loan Party.

6.4 Ownership and Taxpayer Identification Numbers. All of the partners, owners, stockholders, and members, respectively and as may be applicable, of each Loan Party (other than the Borrower and CSC) are listed in Exhibit F (as such may be updated from time to time in

accordance with Section 6.22). The exact correct name and organizational number(s) and federal employment identification number(s) of the Borrower, CSC and each such Loan Party are accurately stated in Exhibit F. Each Borrowing Base Property Owner is a Wholly-Owned Subsidiary of the Borrower, a JV Entity or CSC.

6.5 Litigation. There are no actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of each Loan Party's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, or any other Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, have or could reasonably be expected to have a Material Adverse Effect.

6.6 Information. All factual information furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders (including, without limitation, all information contained in the Loan Documents) for purposes of or in connection with this Agreement, the other Loan Documents or any transaction contemplated herein or therein is, and all other such factual information hereafter furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information not misleading in any material respect at such time in light of the circumstances under which such information was provided. There is no material fact presently known to the Borrower which has not been disclosed to Administrative Agent, and thereupon disclosed by Administrative Agent to the Lenders, which has or could reasonably be expected to have a Material Adverse Effect.

6.7 Taxes. All Loan Parties have made all required tax filings and are not delinquent in the payment of any federal, state and local taxes, assessments, impositions or other governmental charges applicable to them and/or their respective assets, except to the extent same are being contested in a manner which complies with the requirements of Section 8.2.3.

6.8 Financial Information. The Consolidated financial statements of CSC, the Borrower, and the Loan Parties delivered to the Administrative Agent present fairly the financial condition of each at the dates of such statements of financial condition and the results of operations for the periods covered thereby in accordance with GAAP, consistently applied. Since December 31, 2007, no change has occurred which could reasonably be expected to have a Material Adverse Effect. All financial statements of the Borrower, the Borrower Subsidiaries, or any other Loan Parties hereafter furnished to Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall fairly present the financial condition of Borrower and respective Loan Party as of the date thereof in accordance with GAAP, consistently applied.

6.9 Control Provisions. The Borrower controls, directly or indirectly, and without the requirement for consent of any other Person (other than CSC), the management of each Borrowing Base Property Owner, subject to the rights of those minority or other equity interest holders as the Administrative Agent may approve.

6.10 Formation Documents. The Borrower has delivered or caused to be delivered to the Administrative Agent true and complete copies of all Formation Documents of the Loan Parties, and all amendments thereto.

6.11 Bankruptcy Filings. No Loan Party is contemplating either a filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against any Loan Party.

6.12 Investment Company. No Loan Party is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

6.13 {RESERVED}

6.14 Borrowing Base Properties.

6.14.1 Each of the Borrowing Base Property Owners possesses such Licenses and Permits issued by the appropriate federal, state, or local regulatory agencies or bodies necessary to develop, own and operate (as applicable) each Borrowing Base Property given status of the development of the Borrowing Base Property, except where the failure to possess any such License or Permit would not have a Material Adverse Effect. The Borrowing Base Property Owners are in material compliance with the terms and conditions of all such Licenses and Permits, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Licenses and Permits are valid and in full force and effect, except where the invalidity of such Licenses and Permits or the failure of such Licenses and Permits to be in full force and effect would not result in a Material Adverse Effect. Neither the Borrower nor any of the Borrowing Base Property Owners has received any written notice of proceedings relating to the revocation or modification of any such Licenses and Permits which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

6.14.2 (i) The Borrowing Base Property Owners have either (x) fee simple title to the Borrowing Base Properties or (y) a leasehold estate interest in the Borrowing Base Properties, as set forth in Schedule 6.14.2(i) (as such may be updated from time to time in accordance with Section 6.22); (ii) the interest of the Borrowing Base Property Owners in the Borrowing Base Properties are not subject to any Liens except for those in favor of the Administrative Agent for the ratable benefit of the Lenders securing the repayment of Obligations and other Permitted Liens; (iii) neither the Borrower nor any of the Borrowing Base Property Owners has received written notice of the assertion of any claim by anyone adverse to any Loan Party's ownership, or leasehold rights in and to any Borrowing Base Property (except as may be disclosed in any update from time to time in accordance with Section 6.22); and (iv) no Person has an option or right of first refusal to purchase all or part of any Borrowing Base Property or any interest therein which has not been waived (except as may be disclosed in Schedule 6.14.2(i) or in any update from time to time in accordance with Section 6.22);

6.14.3 Except to the extent the failure of the following to be true would not result in a Material Adverse Effect or is disclosed in the Environmental Reports (as defined in the Environmental Indemnity) (i) each Borrowing Base Property is free of any Hazardous Materials in violation of any Environmental Legal Requirements applicable to such property; (ii) none of the Borrowing Base Property Owners or Borrower has received any written notice of a claim under or pursuant to any Environmental Legal Requirements applicable to a Borrowing Base Property or under common law pertaining to Hazardous Materials on or originating from any Borrowing Base Property (except as may be disclosed in any update from time to time in accordance with Section 6.22); and (iii) none of the Borrowing Base Property Owners or Borrower has received any written notice from any Governmental Authority claiming any material violation of any Environmental Legal Requirements that is uncured or unremediated (except as may be disclosed in any update from time to time in accordance with Section 6.22);

6.14.4 Except to the extent the failure of the following to be true would not result in a Material Adverse Effect, (i) with respect to the Borrowing Base Properties, each Major Lease is in full force and effect (except as may be disclosed in any update from time to time in accordance with Section 6.22), (ii) except as set forth in Schedule 6.14.4(ii) (as such may be updated from time to time in accordance with Section 6.22), to the Borrower's knowledge, none of the Borrowing Base Property Owners is in default after notice and the expiration of all applicable cure periods in the performance of any material obligation under any Major Lease and the Borrower has no knowledge of any circumstances which, with the passage of time or the giving of notice, or both, would constitute an event of default by any party under any of the Major Leases, (iii) except as set forth in Schedule 6.14.4(iii) (as such may be updated from time to time in accordance with Section 6.22), to the Borrower's knowledge, no tenant is in default under any Major Lease, (iv) except as otherwise expressly set forth in Schedule 6.14.4(iv) (as such may be updated from time to time in accordance with Section 6.22), to the Borrower's Knowledge, there are no actions, voluntary or involuntary, pending against any tenant under a Major Lease under any bankruptcy or insolvency laws, and (v) none of the Major Leases and none of the rents or other amounts payable thereunder has been assigned, pledged or encumbered by any of the Borrowing Base Property Owners or any other Person, except with respect to the Lien in favor of the Administrative Agent on behalf of the Lenders securing the repayment of Obligations.

6.14.5 Except to the extent the failure of the following to be true would not result in a Material Adverse Effect, (i) each Ground Lease with respect to a Borrowing Base Property is valid, binding and in full force and effect as against the applicable Borrowing Base Property Owners and, to the Borrower's knowledge, the other party thereto, (ii) none of Borrowing Base Property Owner's interest in the Ground Leases is subject to any pledge, lien, assignment, license or other agreement granting to any third party any interest therein, and (iii) no payments under any Ground Lease with respect to a Borrowing Base property are delinquent and no notice of default thereunder has been sent or received by any Loan Party which has not been cured or waived prior to the date hereof, and to the knowledge of the Borrower, there does not exist under any of the Ground Leases any default by any Borrowing Base Property Owners or any event which merely with notice or lapse of time or both, would constitute such a default by any of the Borrowing Base Property Owners, and (iv) the identity of each ground lessor under a Ground Lease with respect to a Borrowing Base Property and whether each such ground lessor is an Affiliate of any Loan Party are set forth in Schedule 6.14.5.

6.15 Use of Proceeds. The proceeds of the Loan shall be used solely and exclusively as provided in Section 1.3. No portion of the proceeds of the Loan shall be used directly or indirectly, and whether immediately, incidentally or ultimately (i) to purchase or carry any margin stock or to extend credit to others for the purpose thereof or to repay or refund indebtedness previously incurred for such purpose, or (ii) for any purpose which would violate or be inconsistent with the provisions of regulations of the Board of Governors of the Federal Reserve System including, without limitation, Regulations T, U and X thereof.

6.16 Insurance. The Collateral Properties are insured by insurers of recognized financial responsibility against such losses and risks in compliance with the requirements of Exhibit E hereto.

6.17 Deferred Compensation and ERISA. Neither Borrower nor any other Loan Party, other than CSC, has any pension, profit sharing, stock option, insurance or other arrangement or Plan for employees covered by ERISA except as may be designated to Administrative Agent in writing by Borrower from time to time and, to the best of the Borrower's Knowledge, no Reportable Event has occurred and is now continuing with respect to any such ERISA Plan. The granting of the Loan, the performance by Borrower and/or any of the Loan Parties of their respective obligations under the Loan Documents and Borrower's and/or such other Loan Parties' conducting of their respective operations do not and will not violate any provisions of ERISA.

6.18 Conditions Satisfied. Assuming that the Administrative Agent and the Lenders have approved all matters requiring their approval, all of the conditions precedent to closing and funding the initial Loan Advance have been satisfied or waived.

6.19 No Default. There is no Default on the part of Borrower or any of the other Loan Parties under this Agreement or any of the other Loan Documents and no event has occurred and is continuing which could, with the passing of time, the giving of notice, or both, constitute a Default under any Loan Document.

6.20 Other Loan Parties' Warranties and Representations. Borrower has no reason to believe that any warranties or representations made in writing by any of the Loan Parties to the Administrative Agent or any of the Lenders are untrue, incomplete and or misleading in any material respect.

6.21 Qualification as a REIT. CSC qualified as a REIT under the provisions of the Code, as applicable, for its fiscal year ended December 31, 2002, and has remained qualified from December 31, 2002 through the date hereof. All appropriate federal income tax returns for the fiscal years through December 31, 2006 have been filed by CSC with the IRS and no previously filed return has been examined and reported on by the IRS. CSC has not incurred any liability for excise taxes pursuant to Section 4981 of the Code. CSC is organized in conformity with the requirements for qualification as a REIT pursuant to Sections 856 through 860 of the Code, and CSC's proposed method of operation consistent with CSC's business and the business activities contemplated by this Agreement will enable it to meet the requirements for qualification and taxation as a REIT under the Code.

6.22 Regarding Representations and Warranties. Each request by any Borrower for a Loan Advance and/or the issuance of a Letter of Credit: (i) shall constitute an affirmation by Borrower that the foregoing representations and warranties remain true and correct as of the date of such request (except as to the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 which may be modified only to reflect events occurring after the date hereof as specifically disclosed in writing to Administrative Agent prior to or simultaneously with such written request) and, unless Administrative Agent is notified to the contrary prior to the disbursement of the requested Loan Advance or the issuance of the requested Letter of Credit, will be so on the date of such Loan Advance or issuance of such Letter of Credit, and (ii) shall constitute the representation and warranty of Borrower to Administrative Agent and each of the Lenders that the information set forth in each such request is true and correct in all material respects and omits no material fact necessary to make the same not misleading. All representations, warranties, covenants and agreements made in this Agreement or in the other Loan Documents by each Loan Party shall be deemed to have been relied upon by the Administrative Agent and each of the Lenders notwithstanding any investigation heretofore or hereafter made by the Administrative Agent and/or any of the Lenders or on its behalf.

7. AFFIRMATIVE COVENANTS. Borrower covenants and agrees that from the date hereof and so long as any indebtedness is outstanding hereunder, or any of the Loan or other obligations remains outstanding, as follows:

7.1 Notices. Borrower shall within five (5) business days after it has actual knowledge thereof, notify Administrative Agent in writing (and Administrative Agent shall thereafter promptly notify the Lenders) of the occurrence of any act, event or condition which constitutes a Default or Event of Default under any of the Loan Documents. Such notification shall include a written statement of any remedial or curative actions which Borrower proposes to undertake and/or to cause any of other Loan Parties to cure or remedy such Default or Event of Default.

7.2 Financial Statements; Reports; Officer's Certificates. Borrower shall furnish or cause to be furnished to Administrative Agent (and Administrative Agent shall thereafter promptly furnish copies of same to the Lenders), the following financial statements, reports, certificates, and other information, all in form and manner of presentation reasonably acceptable to Administrative Agent:

7.2.1 Annual Statements. Within ninety (90) days after the close of each Fiscal Year, (i) the Consolidated statement of financial condition of CSC, as at the end of such Fiscal Year and the related Consolidated statement of income and retained earnings and statement of cash flows for such Fiscal Year, in each case, commencing with the Fiscal Year ending December 31, 2008, setting forth comparative figures for the preceding fiscal year and certified by Ernst & Young LLP or other independent certified public accountants of recognized national standing reasonably acceptable to the Administrative Agent, in an unqualified opinion, together with (ii) consolidating income statements for the Borrower and each Borrower Subsidiary; such financial statements to include and to be supplemented by such detail and supporting data and schedules as Administrative Agent may from time to time reasonably determine;



**7.2.2 Periodic Statements.** (A) Within forty five (45) days after the close of each calendar quarter (except for the quarter ending on December 31), the following (i) the Consolidated statement of financial condition of CSC, as at the end of such quarterly period, the related Consolidated statement of income and retained earnings (for the current quarter and on a year to date basis), and statement of cash flows (on a year to date basis), in each case commencing with the Fiscal Year ending December 31, 2008, setting forth comparative figures for the related periods in the prior Fiscal Year, internally prepared, in accordance with GAAP, consistently applied, subject to normal year-end audit adjustments, all in form and manner of presentation reasonably acceptable to Administrative Agent, such financial statements to include and to be supplemented by such detail and supporting data and schedules as Administrative Agent may from time to time reasonably determine, together with (ii) consolidating income statements for the Borrower and each Borrower Subsidiary, (iii) an Officer's Certificate from the Borrower certifying that such financial statements fairly present the financial condition of CSC in accordance with GAAP, consistently applied, and that no Event of Default has occurred and is continuing, or if it is, a statement as to the nature thereof, and (iv) an updated Cash Flow Projection in the form of Schedule CF, and (B) a listing of all filings by Borrower or CSC with the SEC, including, without limitation, full copies of Guarantor's 10-Q and 10-K filings not later than five (5) Business Days following filing with the SEC.

**7.2.3 Borrowing Base Property Reports.** Quarterly and annually, upon delivery of each of the financial statements required pursuant to Sections 7.2.1 and 7.2.2, above, the following financial statements for each of the Borrowing Base Property Owners internally prepared by Borrower and certified by Borrower to be true, accurate and complete in all material respects: (i) upon commencement of payment of rent by any tenant, to the extent not included in the deliveries under Section 7.2.1 or 7.2.2, an operating statement showing all Net Operating Income, including, without limitation, the results of operation for the current quarter and on a year-to-date basis for the period just ended and, annually, an operating statement for the year just ended; (ii) in the form customarily used by the Borrower, a detailed, current rent roll of the subject Borrowing Base Property, containing such details as Administrative Agent may reasonably request, and (iii) any update to the Operating Pro Forma originally delivered in connection with each Borrowing Base Property.

**7.2.4 SEC Reports.** Within five (5) days after being received, copies of all correspondence from the SEC, other than routine non-substantive general communications from the SEC.

**7.2.5 Compliance Certificates.** Within forty-five (45) days after the close of each quarterly accounting period in each Fiscal Year of the Borrower (except for the quarter ending on December 31, which shall be submitted within ninety days after the close of such quarter), a Compliance Certificate in form of Exhibit G, annexed hereto, together with an Officer's Certificate from the Borrower providing and otherwise certifying the compliance or non-compliance by the Borrower with the Financial Covenants, with such supporting detail as is reasonably deemed necessary by the Administrative Agent to verify the calculations incorporated therein, along with a report containing, to the extent not included in the deliveries under Sections 7.2.1, 7.2.2, or 7.2.3 for all Individual Properties, a summary listing of all Net Operating Income, revenues, rent roll, mortgage Debt, in each case, as applicable, and, in addition, for each

Individual Property acquired during the quarter just ended, the cost basis and the amount and terms of any assumed Debt.

7.2.6 Data Requested. Within a reasonable period of time and from time to time, such other financial data or information as Administrative Agent or any Lender (through the Administrative Agent) may reasonably request with respect to the Collateral Properties, the Borrower, and/or the other Loan Parties including, but not limited to, rent rolls, aged receivables, aged payables, leases, budgets, forecasts, reserves, cash flow projections, deposit accounts, mortgage information, physical condition of the Collateral Properties and pending lease proposals;

7.2.7 Tax Returns. Upon Administrative Agent's or Required Lenders' (through the Administrative Agent) request, copies of all federal and state tax returns of the Borrower and the other Loan Parties;

7.2.8 Lease Notices. Concurrently with the giving or receipt thereof, and within ten (10) Business Days of receipt thereof, copies of all notices of default given or received by any Loan Party with respect to any Major Lease.

7.2.9 Ground Lessor Interest Notices. Concurrently with the giving thereof, and within five (5) Business Days of receipt thereof, copies of all material notices, other than routine correspondence, given or received by any Loan Party with respect to any Ground Lease with respect to a Borrowing Base Property.

7.2.10 Entity Notices. Concurrently with the issuance thereof, copies of all material written notices (excluding routine correspondence) given to the partners, owners, stockholders, and/or members, respectively, of the Borrower.

7.2.11 Property Acquisition or Sale. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to a proposed sale or acquisition of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate.

7.2.12 Property Finance. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to (a) a proposed finance or refinance of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate, (b) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt which is recourse to the Borrower, or any other default or event of default under any Debt which is recourse to the Borrower, the occurrence of which could reasonably be expected to have a Material Adverse Effect, or (c) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt in excess of \$10,000,000.00 which is secured by an Individual Property, or any other default or event of default under any Debt in excess of \$10,000,000.00 which is secured by an Individual Property, the occurrence of which could reasonably be expected to have a Material Adverse Effect.

7.2.13 Notice of Litigation. Within ten (10) Business Days after an officer of either Borrower, any Borrower Subsidiary, or any Loan Party obtains knowledge thereof, written notice of any pending or, to the best of the Borrowers' knowledge, threatened action, suit or

proceeding at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) (a) relating in any way to the Loan, the transactions contemplated in the Loan Documents (including, without limitation, with regard to all Distributions), or (b) the transactions contemplated in any documentation executed in connection therewith, or the Borrower, any other Loan Party, or any other Borrower Subsidiary, which, in the case of this clause (b), is not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which could reasonably be expected to have a Material Adverse Effect.

7.3 Existence. Borrower shall do or cause to be done all things necessary to (i) preserve, renew and keep in full force and effect (x) the partnership, company or corporate existence, as applicable, of each Loan Party and (y) the material rights, licenses, permits and franchises of each Loan Party, (ii) comply with all laws and other Legal Requirements applicable to it and its assets, business and operations, the non-compliance with which could reasonably be expected to have a Material Adverse Effect, (iii) to the extent applicable, at all times maintain, preserve and protect all material franchises and trade names and all the remainder of its property used or useful in the conduct of its business, and (iv) keep and cause each Loan Party to keep, its assets in good working order and repair, ordinary wear and tear and damage by casualty or taking by condemnation excepted, and from time to time make, or cause to be made, all reasonably necessary repairs, renewals, replacements, betterments and improvements thereto.

7.4 Payment of Taxes. Borrower shall duly pay and discharge, and cause each Loan Party to duly pay and discharge, before the same shall become overdue, all taxes, assessments, impositions, and other governmental charges payable by it or with respect to the Collateral Properties, to the extent that same are not paid by the tenants under the respective Leases; provided, however, the failure of any Loan Party to pay such taxes, assessments, impositions, or other governmental charges shall not constitute a Default or Event of Default as long as same are being contested in a manner which complies with the requirements of Section 8.2.3.

7.5 Insurance: Casualty, Taking.

7.5.1 Borrower shall at all times maintain or cause the appropriate Person to maintain in full force and effect the following insurance: (i) the Collateral Properties shall be insured by insurers of recognized financial responsibility against such losses and risks in compliance with the Major Leases and the requirements set forth in Exhibit E hereto, and (ii) all other assets of the Borrower and the Borrower Subsidiaries shall be insured with such insurance as is reasonable and usual for Persons conducting business operations similar to those of the Borrower and in compliance with the terms of any secured financing with respect thereto.

7.5.2 Without limiting the generality of the insurance requirements set forth herein, only if commercially available at commercially reasonable rates (in an amount reasonably consistent with the amount of such insurance generally obtained by companies engaging in real estate business operations of a similar size and nature as that of the Borrower) either (i) the insurance policies required hereunder shall not include any so called "terrorist exclusion" or similar exclusion or exception to insurance coverage relating to the acts of terrorist groups or individuals, or (ii) excess or blanket coverage with respect thereto shall be provided,

which excess or blanket coverage must be in an amount, from an insurer, and in accordance with terms and conditions reasonably acceptable to the Administrative Agent.

7.5.3 All insurance premiums shall be paid, at Borrower's option either annually in advance or in installments when due, and Administrative Agent shall be provided with evidence of such payment of insurance premiums (or evidence of the relevant installment payment) prior to each renewal or replacement of such coverages.

7.5.4 In the event of any damage or destruction to any Collateral Property by reason of fire or other hazard or casualty, Borrower shall give immediate written notice thereof to Administrative Agent. With respect to any such damage or destruction, the Borrower shall make the Mandatory Principal Payment, if any is required, set forth herein. If there is any condemnation for public use of any Collateral Property, Borrower shall give immediate written notice thereof to Administrative Agent (and Administrative Agent shall thereafter promptly notify the Lenders). With respect to any such condemnation, the Borrower shall make the Mandatory Principal Payment, if any is required, set forth herein. Further, Borrower shall upon the request of the Administrative Agent provide to the Administrative Agent a report as to the status of any insurance adjustment, condemnation claim, or restoration resulting from any casualty or taking.

7.6 Inspection. Borrower shall cause the other Loan Parties to permit the Administrative Agent and the Lenders and its/their agents, representatives and employees to inspect the Collateral Properties, and any and all other assets of the Borrower or any of the Loan Parties, at reasonable hours upon reasonable notice. The Borrower shall be responsible for the reasonable costs incurred by the Administrative Agent of one (1) such inspection of each Borrowing Base Property or other asset per year, and all such inspections by Administrative Agent (accompanied by any Lender or Lenders) if an Event of Default is in existence.

7.7 Loan Documents. Borrower shall (and shall cause the other Loan Parties to) observe, perform and satisfy all the terms, provisions, covenants and conditions to be performed by it under, and to pay when due all costs, fees and expenses, and other Obligations to the extent required under, the Loan Documents.

7.8 Further Assurances. Borrower shall and shall cause the other Loan Parties to execute and deliver to the Administrative Agent such documents, instruments, certificates, assignments and other writings, and do such other acts, necessary or desirable in the reasonable judgment of the Administrative Agent, to evidence, preserve and/or protect the Collateral at any time securing or intended to secure the Obligations or for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents.

7.9 Books and Records. Borrower shall and shall cause the other Loan Parties and Borrower Subsidiaries to keep and maintain in accordance with GAAP (or such other accounting basis reasonably acceptable to the Administrative Agent), proper and accurate books, records and accounts reflecting all of the financial affairs of the Borrower and such other Loan Parties and Borrower Subsidiaries and all items of income and expense in connection with their respective business and operations and in connection with any services, equipment or furnishings provided in connection with the operation of the business of the Borrower, the other Loan Parties, and the

Borrower Subsidiaries, whether such income or expense is realized thereby or by any other Person. The Administrative Agent (accompanied by any Lender or Lenders) shall have the right, not more than once each quarter (unless an Event of Default shall have occurred and be continuing in which case as often as the Administrative Agent shall reasonably determine), during normal business hours and upon reasonable notice, to examine such books, records and accounts at the office of the Person maintaining such books, records, correspondence, and accounts and to make such copies or extracts thereof as the Administrative Agent shall desire at Administrative Agent's cost and expense. Borrower shall give the Administrative Agent fifteen (15) Business Days notice of any change in the location of its financial records from the address specified at the beginning of this Agreement. The Administrative Agent may discuss the financial and other affairs of the Borrower, the other Loan Parties, and the Borrower Subsidiaries with any of its partners, owners, and any accountants hired by Borrower, it being agreed that Administrative Agent and each of the Lenders shall use reasonable efforts not to divulge information obtained from such examination to others except in connection with Legal Requirements and in connection with administering the Loan, enforcing its rights and remedies under the Loan Documents and in the conduct, operation and regulation of its banking and lending business (which may include, without limitation, the transfer of the Loan or of participation interests therein). Any assignee or transferee of the Loan, co-lender, or any holder of a participation interest in the Loan shall deal with such information in the same manner and in connection with any subsequent transfer of its interest in the Loan or of further participation interests therein.

7.10 Business and Operations. Borrower shall (and shall cause the other Loan Parties and Borrower Subsidiaries to) (i) continue to engage in the type of businesses, acquisition, sale, financing, development and operation of retail properties and usual and customary uses incidental to such retail activities presently conducted by them as of the Closing Date, respectively, and (ii) be qualified to do business and in good standing under the laws of each jurisdiction, and otherwise to comply with all Legal Requirements, as and to the extent the same are required for the ownership, maintenance, management and operation of the assets of such Person except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

7.11 Title. (i) Borrower shall and shall cause the other Loan Parties to warrant and defend (x) the title to each item of Collateral owned by such Person and every part thereof, subject only to the Liens (if any) permitted hereunder, (y) the validity and priority of the Liens and security interests held by the Administrative Agent pursuant to the Loan Documents, in each case against the claims of all Persons whomsoever, and (z) the title to and in the Collateral Properties, and (ii) Borrower and the other Loan Parties shall be responsible, jointly and severally, to reimburse Administrative Agent and the Lenders for any losses, costs, damages or expenses (including reasonable attorneys' fees and court costs) incurred by the Administrative Agent and/or any of the Lenders if an interest in any item of Collateral, other than as permitted hereunder, is claimed by another Person.

7.12 Estoppel. Borrower shall (and shall cause the other Loan Parties to), within ten (10) Business Days after a request therefor from the Administrative Agent, which request shall not be made by Administrative Agent more than once each Fiscal Year, furnish to the Administrative Agent a statement, duly acknowledged and certified, setting forth (i) the amount

then owing by Borrower in respect of the Obligations, (ii) the date through which interest on the Loan has been paid, (iii) any offsets, counterclaims, credits or defenses to the payment by any Loan Party to the Obligations of which Borrower has knowledge and (iv) whether any written notice of Default from Administrative Agent to the Borrower or any of the other Loan Parties is then outstanding and acknowledging that this Agreement and the other Loan Documents are in full force and effect and unmodified, or if modified, giving the particulars of such modification.

7.13 ERISA. Borrower shall (and shall cause each of the other Loan Parties and Borrower Subsidiaries to) as soon as possible and, in any event, within ten (10) days after any Loan Party, Borrower Subsidiary, or any ERISA Affiliate knows of the occurrence of any of the following which could reasonably be expected to have a Material Adverse Effect, deliver to Administrative Agent a certificate of an executive officer of the Borrower setting forth details as to such occurrence and the action, if any, that the applicable Borrower or other Loan Party or Borrower Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by such Borrower, Loan Party, the ERISA Affiliate, the PBGC, a Plan participant or the Plan administrator with respect thereto: (i) that a Reportable Event has occurred; (ii) that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan; (iii) that a contribution required to be made to a Plan has not been timely made; (iv) that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA; (v) that a Plan has an Unfunded Current Liability giving rise to a lien under ERISA or the Code; (vi) that proceedings may be or have been instituted to terminate or appoint a trustee to administer a Plan; (vii) that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; (viii) that such Borrower, Loan Party, Borrower Subsidiary, or ERISA Affiliate will or may incur any liability (including any indirect, contingent, or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or with respect to a Plan under Section 401(a)(29), 4971, 4975 or 4980 of the Code or Section 409 or 502(i) or 502(l) of ERISA; or (ix) or that such Borrower, the Loan Party or Borrower Subsidiary may incur any material liability pursuant to any employee welfare benefit plan (as defined in Section 3(l) of ERISA) that provides benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) or any employee pension benefit plan (as defined in Section 3(2) of ERISA). Upon the request of the Administrative Agent, the Borrower shall (and shall cause the other Loan Parties and Borrower Subsidiaries to) deliver to Administrative Agent a complete copy of the annual report (Form 5500) of each Plan required to be filed with the Internal Revenue Service. In addition to any certificates or notices delivered to Administrative Agent pursuant to the first sentence hereof, copies of any material notices received by the Borrower, a Loan Party, a Borrower Subsidiary, or any ERISA Affiliate with respect to any Plan shall be delivered to Administrative Agent no later than ten (10) days after the date such report has been filed with the Internal Revenue Service or such notice has been received by such Borrower, Loan Party or Borrower Subsidiary or ERISA Affiliate, as applicable.

7.14 Depository Account.

7.14.1 Borrower shall maintain an operating and other depository account (the “Depository Account”) with KeyBank, National Association (or any successor thereto), unless otherwise agreed by Administrative Agent in writing.

7.14.2 Administrative Agent is hereby authorized, on or after the due date, to charge such Depository Account of Borrower with the amount of all payments due under this Agreement, the Note or the other Loan Documents, with the Borrower’s obligation to make any required payment being satisfied to the extent there are sufficient collected funds in the Depository Account in the amount of such payment.

7.15 Costs and Expenses. Borrower shall pay all costs and expenses (excluding salaries or wages of full time employees of Administrative Agent) reasonably incurred by Administrative Agent in connection with the implementation and syndication of the Loan and the administration of the Loan, and reasonably incurred by the Administrative Agent or any of the Lenders in connection with the enforcement of the Administrative Agent’s and Lenders’ rights under the Loan Documents, including, without limitation, legal fees and disbursements, appraisal fees, inspection fees, plan review fees, travel costs, fees and out-of-pocket costs of independent engineers and other consultants. Borrower’s obligations to pay such costs and expenses shall include, without limitation, all reasonable attorneys’ fees and other costs and expenses for preparing and conducting litigation or dispute resolution arising from any breach by Borrower or the Loan Parties of any covenant, warranty, representation or agreement under any one or more of the Loan Documents.

7.16 Appraisals.

7.16.1 Appraisal. Administrative Agent shall have the right at its option (which it shall exercise at the direction of the Required Lenders), from time to time, to order an appraisal of one or more of the Borrowing Base Properties prepared at Administrative Agent’s direction by an appraiser selected by Administrative Agent (the “Appraisal”), after notice to the Borrower. An appraiser selected by Administrative Agent shall be an MAI member with an appropriate level of professional experience appraising commercial properties in the respective area(s) of the Borrowing Base Properties and otherwise qualified pursuant to provisions of applicable laws and regulations under and pursuant to which Administrative Agent operates.

7.16.2 Costs of Appraisal. Borrower shall pay for the costs of each Appraisal and each updated Appraisal only (i) after the occurrence of an Event of Default, or (ii) in connection with an annual Appraisal to be ordered by the Administrative Agent for each Borrowing Base Property, or (iii) in connection with any request by the Borrower to extend the Initial Maturity Date to the Extended Maturity Date, or (iv) if a material adverse change has occurred to any Borrowing Base Property.

7.17 Indemnification. Borrower shall at all times, both before and after repayment of the Loan, at its sole cost and expense defend, indemnify, exonerate and save harmless Administrative Agent and each of the Lenders and all those claiming by, through or under Administrative Agent and each of the Lenders (“Indemnified Party”) against and from all

damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind whatsoever, including, without limitation, reasonable attorneys' fees and experts' fees and disbursements, which may at any time (including, without limitation, before or after discharge or foreclosure of the Security Documents) be imposed upon, incurred by or asserted or awarded against the Indemnified Party and arising from or out of:

- (i) any damage to person or property arising out of any violation of any Legal Requirement, or
- (ii) any brokerage or finder's fees in respect of the Loan arising from any act or course of dealing by the Borrower or any Loan Party, or
- (iii) any claim brought by any third party related to the Collateral or the Loan or arising out of the execution and delivery of the Loan Documents; or
- (iv) any act, omission, negligence or conduct at any Collateral Property, or arising or claimed to have arisen, out of any act, omission, negligence or conduct of Borrower, any Borrower Subsidiary, or any tenant, occupant or invitee thereof which is in any way related to any Collateral Property.

Notwithstanding the foregoing, an Indemnified Party shall not be entitled to indemnification in respect of claims arising from acts of its own gross negligence or willful misconduct to the extent that such gross negligence or willful misconduct is determined by the final judgment of a court of competent jurisdiction, not subject to further appeal, in proceedings to which such Indemnified Party is a proper party.

#### 7.18 Leasing Matters.

##### 7.18.1 Administrative Agent's Approval Required.

(i) Except as provided for herein, the Loan Parties may enter into, modify, terminate, or amend any Lease for any Individual Property without the approval of the Administrative Agent or the Lenders.

(ii) Administrative Agent's prior written approval, which shall not be unreasonably withheld or delayed, shall be required in each instance as to the entering into of any Major Lease.

(iii) For any Major Lease requiring approval hereunder, the approval shall relate to: (i) the economic and other terms of the Major Lease; (ii) each tenant under a proposed Major Lease; (iii) each guarantor of a tenant's obligations under a proposed Major Lease; (iv) any material modification or amendment to the Major Lease, and (v) any optional termination, cancellation or surrender of any Major Lease by the Loan Party thereto but not a termination resulting from a default of the tenant thereunder.

7.18.2 Borrower's Requests. Subject to Section 7.18.5, any request by Borrower for an approval from Administrative Agent with respect to leasing matters shall be sent to the



Administrative Agent and shall be accompanied to the extent available, by the following: (i) the proposed lease or amendment or modification thereof complete with all applicable schedules and exhibits and a lease abstract; (ii) a complete copy of any proposed guaranty; (iii) comprehensive financial information with respect to the proposed tenant and, if applicable, the proposed guarantor (as to new leases or amendments or modifications to existing leases involving material economic changes); and (iv) an executive summary of the terms and conditions of the proposed lease and, if applicable, the proposed guaranty.

7.18.3 Response. The Administrative Agent shall act on requests from Borrower for any approval required under Section 7.18.2 in a commercially reasonable manner and shall use commercially reasonable efforts to respond to any such request within ten (10) Business Days for approvals required under Section 7.18.2, in each instance following Administrative Agent's receipt thereof with all required supporting information. Administrative Agent's response may consist of an approval or disapproval of the request, or a conditional approval thereof subject to specified conditions, or a request for further data or information, or any combination thereof.

7.18.4 Advance Information. In order to expedite the processing of requests for such approvals, Borrower agrees to provide the Administrative Agent with as much advance information as is possible in a commercially reasonable manner in advance of Borrower's formal request for an approval.

7.18.5 Preliminary Submission.

(i) At Borrower's option, after the preparation or execution of a term sheet or letter of intent with any proposed tenant under a Major Lease requiring approval herein, the Borrower may deliver to the Administrative Agent a preliminary submission consisting of, to the extent available, (x) an executive summary or abstract of the terms and conditions of the proposed lease and, if applicable, the proposed guaranty and (y) comprehensive financial information with respect to the proposed tenant and, if applicable, the proposed guarantor. Administrative Agent shall act on requests from Borrower for any approval under this section in a commercially reasonable manner and shall use commercially reasonable efforts to respond to any such request within ten (10) Business Days following Administrative Agent's receipt thereof. In the event that Administrative Agent approves such summary material and financial information for any Major Lease, the material shall be referred to herein as an "Approved Lease Term Sheet".

(ii) Administrative Agent shall not withhold its approval of (x) the economic terms of any lease which are not materially less favorable than the economic terms established by an Approved Lease Term Sheet, or (y) the identity of the tenant and each guarantor, and any terms or other substantive provisions, reflected in an Approved Lease Term Sheet, unless there has been a material adverse change in the financial condition of the tenant or any such guarantor since the approval of such Approved Lease Term Sheet.

7.19 Permanent Financings. The Borrower and/or the Borrower Subsidiaries shall not incur any multi-property cross-collateralized financings in excess of \$25,000,000.00 outstanding in the aggregate without the prior approval of the Administrative Agent.

7.20 Leverage Ratio. The Leverage Ratio as determined as of each Calculation Date shall be less than seventy percent (70%). The Leverage Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

7.21 Fixed Charge Ratio. The Fixed Charge Ratio as determined as of each Calculation Date shall be not less than 1.35:1. The Fixed Charge Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be verified by the Administrative Agent.

7.22 Net Worth. The Borrower's Net Worth as determined as of each Calculation Date shall be equal to or greater than the aggregate of (a) \$536,025,018.00, plus (b) eighty-five percent (85%) of the cumulative net cash proceeds received from and the value of assets acquired (net of Debt incurred or assumed in connection therewith) through the issuance of Capital Stock by CSC or the Borrower after December 31, 2003. For purposes of this section "net" means net of underwriters' discounts, commissions and other reasonable out-of-pocket expenses of issuance actually paid to any Person (other than a Loan Party or an Affiliate of any Loan Party). The Net Worth covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

7.23 Borrowing Base Property Covenants.

7.23.1 Each Borrowing Base Property shall at all times following completion thereof be a retail center located in the United States owned by a Borrowing Base Property Owner.

7.23.2 The ownership of each Borrowing Base Property shall at all times be consistent with the Borrower's business strategy, and following completion thereof each Borrowing Base Property shall at all times be of an asset quality consistent with the quality of other completed Borrowing Base Properties owned by the Borrowing Base Property Owners as of the date hereof.

7.24 Variable Rate Debt. The aggregate Pro Rata amount of the Debt (including the Loan) of the Consolidated CSC Entities and the Unconsolidated CSC Entities which is Variable Rate Indebtedness shall not exceed thirty (30%) percent of the Total Asset Value.

7.25 Replacement Documentation. Upon receipt of an affidavit of an officer of Administrative Agent as to the loss, theft, destruction or mutilation of the Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such Note or other security document, Borrower will issue, in lieu thereof, a replacement Note or other security document in the same principal amount thereof and otherwise of like tenor.

7.26 Other Covenants. The Borrower hereby represents and warrants to Administrative Agent and the Lenders that no Collateral is in the possession of any third party bailee (such as at a warehouse) other than construction materials stored offsite pursuant to the customary bailee or custodial procedures. In the event that the Borrower and/or any of the other

Loan Parties, after the date hereof, intends to store or otherwise deliver any Collateral or other personal property in which the Administrative Agent has been granted a security interest to such a bailee, then the Borrower shall receive the prior written consent of the Administrative Agent not to be unreasonably withheld or delayed and such bailee must acknowledge in writing that the bailee is holding such Collateral or such other personal property for the benefit of the Administrative Agent and the Lenders.

7.27 Maintenance of REIT Status. CSC shall engage in such business activities, and shall refrain from engaging in such activities, so as to continue to meet the requirements for qualification and taxation as a REIT under the Code.

7.28 Lenders' Consultants.

7.28.1 Right to Employ. The Borrower agrees that the Administrative Agent shall have the right to employ on its behalf and on behalf of the Lenders, its own personnel, or one or more engineers, architects, environmental advisors, scientists, accountants, and attorneys to act as an advisor to Administrative Agent and the Lenders in connection with the Loan (each of which shall be a "Lenders' Consultant").

7.28.2 Functions. The functions of a Lenders' Consultant shall include, without limitation: (i) inspection and physical review of any Collateral Property; (ii) review and analysis of environmental matters; (iii) review and analysis of financial and legal matters; and (iv) providing usual inspection and review services in connection with the development and construction of the Borrowing Base Properties or in the event of the use of Net Proceeds for any Repair Work.

7.28.3 Payment. The reasonable costs and fees of Lenders' Consultants shall be paid by Borrower upon billing therefor and, if not so paid within thirty (30) days, may be paid directly by the Lenders through a Loan Advance.

7.28.4 Access. Borrower shall provide Lenders' Consultants with reasonable access to all Collateral Properties.

7.28.5 No Liability. Neither Administrative Agent nor any Lender shall have liability to Borrower, any Loan Party, Guarantor, or third party on account of: (i) services performed by Lenders' Consultant; or (ii) any failure or neglect by Lenders' Consultant to properly perform services. Borrower shall have no rights under or relating to any agreement, report, or similar document prepared by any Lenders' Consultant for Administrative Agent or Lenders. No Lenders' Consultant shall have liability to Borrower, any Loan Party, Guarantor, or third party on account of: (x) services performed by such Lenders' Consultant; or (y) any failure or neglect by such Lenders' Consultant to properly perform services, except for its gross negligence or willful misconduct.

7.29 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and

address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act.

8. NEGATIVE COVENANTS. Borrower covenants and agrees that from the date hereof and so long as any indebtedness is outstanding hereunder, or any of the Loan or other obligations remains outstanding, the Borrower shall not (and shall not suffer or permit the other Loan Parties, and/or the Borrower Subsidiaries to):

8.1 No Changes to Borrower and other Loan Parties. Without the prior written consent of the Administrative Agent, not to be unreasonably withheld or delayed after not less than thirty (30) days' prior written notice (with reasonable particularity of the facts and circumstances attendant thereto): (i) change its jurisdiction of organization, (ii) change its organizational structure or type, (iii) change its legal name, or (iv) change the organizational number (if any) assigned by its jurisdiction of formation or its federal employment identification number (if any). Borrower agrees to take all such action and execute all such documents as the Administrative Agent may reasonably require in order to maintain the Administrative Agent's priority and perfection in the Collateral.

8.2 Restrictions on Liens. Create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible, including, without limitation, the Borrowing Base Properties), whether now owned or hereafter acquired, or sell any such property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable with recourse) or assign any right to receive income or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute, or grant rights with respect to, or otherwise encumber or create a security interest in, such property or assets (including, without limitation, any item of Collateral) or any portion thereof or any other revenues therefrom or the proceeds payable upon the sale, transfer or other disposition of such property or asset or any portion thereof, or permit or suffer any such action to be taken, except the following (singly and collectively, "Permitted Liens"):

8.2.1 Liens created by the Loan Documents;

8.2.2 Liens to secure Permitted Debt that by the terms of Section 8.4 is permitted to be secured, provided that (x) the Borrower will be in compliance with the Financial Covenants considering the consequences of the granting of any such Lien and (y) no such Lien shall be secured by any Borrowing Base Property, the ownership interest in any Borrowing Base Property Owner, or any other assets of any Borrowing Base Property Owner;

8.2.3 Liens for taxes, assessments or other governmental charges not yet delinquent or which are being diligently contested in good faith and by appropriate proceedings, if (x) to the extent such contest concerns a Borrowing Base Property, reasonable reserves in an amount not less than the tax, assessment or governmental charge being so contested shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable law, (y) no imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base

Property or the Collateral or any part thereof arises during the pendency of such contest and (z) such contest does not have and could not reasonably be expected to have a Material Adverse Effect;

8.2.4 Liens in respect of property or assets imposed by law, which do not secure Debt, such as judgment Liens (provided such judgment Liens do not cause the occurrence of an Event of Default under Section 10.1), carriers', warehousemen's, material men's and mechanics' liens and other similar Liens arising in the ordinary course of business, (x) which, except for such judgment Liens, do not in the aggregate materially detract from the value of any property or assets or have, and could not reasonably be expected to have, a Material Adverse Effect, (y) which, except for such judgment Liens, are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien, and (z) which as to any Borrowing Base Property do not have a lien priority prior to the Lien in favor of the Administrative Agent, for the benefit of the Lenders, with respect to the Obligations, including, without limitation, any future Loan Advances;

8.2.5 Personal property financing leases entered into in the ordinary course of business with respect to equipment, fixtures, furniture, furnishings and similar assets.

8.3 Consolidations, Mergers, Sales of Assets, Issuance and Sale of Equity. (i) Dissolve, terminate, liquidate, consolidate with or merge with or into any other Person, (ii) issue, sell, lease, transfer or assign to any Persons or otherwise dispose of (whether in one transaction or a series of transactions) any portion of its assets (whether now owned or hereafter acquired), including, without limitation, any securities, membership or partnership interests, or other interests of any kind in any other Loan Party or Borrower Subsidiary, directly or indirectly (whether by the issuance of rights of, options or warrants for, or securities convertible into, any such security, membership or partnership interests or other interests of any kind), (iii) permit another Person to merge with or into it, (iv) acquire all or substantially all the capital stock, membership or partnership interests or assets of any other Person, or (v) take any action which could have the effect, directly or indirectly, of diluting the economic interest of any Loan Party in any other Loan Party or Borrower Subsidiary; except the following:

8.3.1 Transfers pursuant to the Security Documents and other agreements in favor of Administrative Agent for the ratable benefit of the Lenders;

8.3.2 Any such dissolution, liquidation, or termination which does not involve a Loan Party;

8.3.3 With the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, any consolidation, merger, or issuance so long as the Borrower is the surviving entity, provided that (w) no Event of Default is continuing before or after giving effect thereto, (x) the Borrower will be in compliance with the Financial Covenants considering the consequences of such event, (y) no such event shall cause a Change of Control, and (z) except as otherwise approved by the Administrative Agent, each Borrowing Base Property Owner will continue to be a Wholly-Owned Subsidiary of the Borrower, CSC or a JV Entity;

8.3.4 Sales of any Borrowing Base Property, provided the Release Conditions are satisfied with respect thereto;

8.3.5 Leases of all or any portion of any Borrowing Base Property which either (i) are permitted by the terms of this Agreement without Administrative Agent's consent or approval or (ii) are approved as provided for in this Loan Agreement;

8.3.6 Sales, transfers or assignments of other assets of the Borrower, any Loan Party or any Borrower Subsidiary which are not within the Collateral, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the sale; provided further, however, that the prior written approval of the Administrative Agent must be obtained (not to be unreasonably withheld or delayed), in every instance, in the event that the aggregate amount of any such sales, transfers, or assignments of said other assets exceeds ten percent (10%) of the Total Asset Value, as verified by the Administrative Agent;

8.3.7 Sales or dispositions in the ordinary course of business of worn, obsolete or damaged items of personal property or fixtures which are suitably replaced;

8.3.8 Transactions, whether outright or as security, for which Administrative Agent's, the Required Lenders' or the Lenders', as applicable, prior written consent has been obtained to the extent such approval is required under this Agreement;

8.3.9 In connection with a Permitted Investment;

8.3.10 The issuance or sale of equity interests in the Borrower or CSC, so long as such sale or issuance does not result in a Change of Control; or

8.3.11 Mergers of and between Loan Parties, provided (i) the Borrower and CSC shall at all times remain surviving entities, (ii) the Administrative Agent receives ten (10) Business Days prior written notice of the proposed merger, and (iii) Borrower agrees to take all such action and execute all such documents as the Administrative Agent may reasonably require in order to maintain the Administrative Agent's priority and perfection in the Collateral.

8.4 Restrictions on Debt. (i) Create, incur or assume any Debt, or make any voluntary prepayments of any Debt in respect of which it is an obligor, (ii) enter into, acquiesce, suffer or permit any amendment, restatement or other modification of the documentation evidencing and/or securing any Debt under which it is an obligor, (iii) increase the amount of any Debt existing as of the Closing Date; except with respect to the following (singly and collectively, "Permitted Debt"):

8.4.1 The Obligations;

8.4.2 Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is recourse to the Borrower or CSC consistent with customary project finance market terms and conditions (excluding the Obligations) in an amount not to exceed twenty five percent (25%) of the Total Asset Value in the aggregate outstanding at any one time, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the incurrence of such Debt;

8.4.3 Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is nonrecourse to the Borrower (other than recourse in connection with customary nonrecourse or “bad boy” carve out provisions) or CSC, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the incurrence of such Debt;

8.4.4 Indebtedness incurred in the ordinary course of business for the purchase of goods or services which are payable, without interest, within ninety (90) days of billing; and

8.4.5 Transactions, whether secured or unsecured, for which Administrative Agent’s prior written consent has been obtained to the extent such approval is required under this Agreement; and

8.4.6 Unsecured Debt not to exceed \$10,000,000.00 in the aggregate outstanding at any time.

8.4.7 Debt under capital leases of the type described in Section 8.2.5.

8.5 Other Business. Enter into any line of business or make any material change in the nature of its business, purposes or operations, or undertake or participate in activities other than the continuance of its present business except as otherwise specifically permitted by this Agreement or the other Loan Documents.

8.6 Change of Control. Permit or otherwise suffer to occur any Change of Control.

8.7 Forgiveness of Debt. Voluntarily cancel or otherwise forgive or release any Debt owed to it by any Person, except for adequate consideration and except for settlement of lease obligations of tenants in the Borrower’s reasonable business judgment.

8.8 Affiliate Transactions. After the Closing Date, enter into, or be a party to, any transaction with any Person which is an Affiliate of any Loan Party, except transactions (a) involving the offering or sale of a Person’s equity interests on an arm’s length basis, or (b) entered into in the ordinary course of business and on terms which are no less favorable to such Loan Party or Borrower Subsidiary than would be obtained in a comparable arm’s-length transaction with an unrelated third party, provided that this Section 8.8 shall not apply to transactions entirely between and among Loan Parties or entirely between and among Borrower Subsidiaries that are not Loan Parties.

8.9 ERISA. Except for Code Section 401(k) plans, establish or be obligated to contribute to any Plan.

8.10 Bankruptcy Filings. With respect to any of the Loan Parties, file a petition under any state or federal bankruptcy or insolvency laws for the liquidation of all or a major portion of its assets or property.

8.11 Investment Company. Become an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended.

8.12 Use of Proceeds. Permit the proceeds of the Loan, or any other accommodation at any time made hereunder, to be used for any purpose which entails a violation of, or is inconsistent with, Regulation T, U or X of the Board, or for any purpose other than those set forth in Section 1.3.

8.13 Distributions. Authorize, declare, or pay any Distributions on behalf of the Borrower, except for Permitted Distributions.

8.14 Restrictions on Investments. Make or permit to exist or to remain outstanding any Investment except which are in:

(i) marketable direct or guaranteed general obligations of the United States of America which mature within one year from the date of purchase;

(ii) bank deposits, certificates of deposit and banker's acceptances, or other obligations in or of the Lenders or banks located within and chartered by the United States of America or a state and having assets of over \$500,000,000.00;

(iii) the Borrower's Subsidiaries (both Subsidiaries as of the date hereof and any other Person that becomes a Borrower Subsidiary), subject in all instances to the terms of this Agreement; and

(iv) Permitted Investments.

8.15 Negative Pledges, etc. Enter into any agreement subsequent to the Closing Date (other than a Loan Document) which (a) prohibits the creation or assumption of any Lien upon any of the Collateral, including, without limitation, any hereafter acquired property, (b) specifically prohibits the amendment or other modification of this Agreement or any other Loan Document, or (c) could reasonably be expected to have a Material Adverse Effect.

#### 9. SPECIAL PROVISIONS.

9.1 Legal Requirements. Borrower, any Borrower Subsidiary or any Loan Party may contest in good faith any claim, demand, levy or assessment under any Legal Requirements by any person or entity if: (i) the contest is based upon a material question of law or fact raised by Borrower in good faith; (ii) such Person properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Legal Requirement should the contest not be successful; (iv) if the contest concerns a Borrowing Base Property or a Borrowing Base Property Owner, reasonable reserves in an amount necessary to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable law; (v) no Event of Default exists; (vi) if the contest relates to an Environmental Legal Requirement, the conditions set forth in the Environmental Indemnity relating to such contests shall be satisfied; (viii) no imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base Property or the Collateral or



any part thereof arises during the pendency of such contest; and (ix) such contest could not reasonably be expected to have a Material Adverse Effect.

9.2 Limited Recourse Provisions.

9.2.1 Borrower Fully Liable. Borrower shall be fully liable for the Loan and the Obligations of Borrower to the Administrative Agent and each of the Lenders.

9.2.2 Certain Non-Recourse. This Agreement and all Loan Documents have been executed by the undersigned in its capacity as an officer of CSC, as general partner of the Borrower on behalf of the Borrower or the Loan Parties, and not individually, and none of the trustees, officers, directors, members, limited partners, or shareholders of the Borrower or CSC or any Loan Party shall be bound or have any personal liability hereunder or thereunder except under any Guaranty or other Loan Document signed by such Person, other than a signature in a representative capacity. Under no circumstances shall any party be entitled to seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders of the Borrower or CSC or any such Person's personal assets for the performance or payment of any obligation hereunder. In all other Loan Documents, all parties shall not seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders of Borrower or CSC or any of such Person's personal assets for the performance or payment of any obligation hereunder or thereunder, except under any Guaranty or other Loan Document signed by such Person, other than a signature in a representative capacity.

9.2.3 Additional Matters. Nothing contained in the foregoing non-recourse provisions or elsewhere shall: (i) limit the right of Administrative Agent or any of the Lenders to obtain injunctive relief or to pursue equitable remedies under any of the Loan Documents, excluding only any injunctive relief ordering payment of obligations by any Person or entity for which personal liability does not otherwise exist; or (ii) limit the liability of any attorney, law firm, accountant or other professional who or which renders or provides any written opinion or certificate to Administrative Agent or any of the Lenders in connection with the Loan even though such person or entity may be a limited partner of Borrower.

9.3 Payment of Obligations. Upon the return to the Administrative Agent, or the expiration, of all of the Letters of Credit and the payment in full of the Obligations, in immediately available funds, including, without limitation, all unreimbursed costs and expenses of the Administrative Agent and of each Lender for which the Borrower is responsible, and the termination of the Loan, the Administrative Agent shall release any security and other collateral interests as provided for herein and under the other Loan Documents and shall execute and deliver such documents and termination statements as Borrower or any other Loan Party reasonably requests to evidence such termination and release. However, such release by the Administrative Agent shall not be deemed to terminate or release any Person from any obligation or liability under the Loan Documents which specifically by its terms survives the payment in full of the Obligations. At the request of the Borrower, the Administrative Agent shall use reasonable efforts to cooperate in the assignment of the Security Documents to a new lender, subject to the execution of customary documents with respect to any such assignment

10. EVENTS OF DEFAULT. The following provisions deal with Default, Events of Default, notice, grace and cure periods, and certain rights of Administrative Agent following an Event of Default.

10.1 Default and Events of Default. The term “Default” as used herein or in any of the other Loan Documents shall mean any fact or circumstance which constitutes, or upon the lapse of time, or giving of notice, or both, could constitute, an Event of Default. The occurrence of any of the following events, continuing uncured beyond any applicable grace, notice or cure period, respectively, shall constitute an event of default (“Event of Default”). Upon the occurrence of any Event of Default described in Section 10.1.8, any and all Obligations shall become due and payable without any further act on the part of the Administrative Agent. Upon the occurrence of any other Event of Default, the Administrative Agent may declare that any and all Obligations shall become immediately due and payable.

10.1.1 Failure to Pay the Loan. The failure by the Borrower to pay when due any principal of, interest on, or fees in respect of, the Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.2 Failure to Make Other Payments. The failure by the Borrower to pay when due (or upon demand, if payable on demand) any payment Obligation other than any payment Obligation on account of the principal of, or interest on, or fees in respect of, the Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.3 Note, Security Documents, and Other Loan Documents. Any other default in the performance of any term or provision of the Note, or of the Security Documents, or of any of the other Loan Documents, or a breach, or other failure to satisfy, any other term, provision, condition or warranty under the Note, the Security Documents, or any other Loan Document, regardless of whether any then undisbursed portion of the Loan is sufficient to cover any payment of money required thereby, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.4 Default under Other Agreements. The occurrence of any breach of any covenant or Obligation imposed by, or of any default under, any agreement (including any Loan Document) between the Administrative Agent and/or the Lenders and the Borrower, and/or the Loan Parties in connection with the Loan, or any instrument given by the Borrower and such Persons to the Administrative Agent and/or the Lenders, in connection with the Loan and the expiry, without cure, of any applicable grace period in Section 10.2, elsewhere in this Agreement, or in the applicable Loan Document (notwithstanding that the Administrative Agent and/or the Lenders may not have exercised all or any of its/their rights on account of such breach or default).

10.1.5 Representations and Warranties. If any representation or warranty made by the Borrower or by any of the other Loan Parties or the Borrower Subsidiaries in the Loan Documents was untrue or misleading in any material respect as of the date made or deemed

made (updated as provided for herein), including, without limitation, all representations and warranties made in Article 6 herein, and shall have a Material Adverse Effect.

10.1.6 Affirmative Covenants. The breach of any covenant contained in Article 7 herein, including, without limitation, the Financial Covenants.

10.1.7 Negative Covenants. The breach of any covenant contained in Article 8 herein.

10.1.8 Financial Status and Insolvency.

A. Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law; (vi) have a court of competent jurisdiction enter an order, judgment or decree appointing a receiver, liquidator or trustee of Borrower, or of the whole or any substantial part of the property or assets of Borrower, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for ninety (90) days; (vii) have a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law and such petition shall remain undismissed for ninety (90) days; (viii) have, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assume custody or control of Borrower or of the whole or any substantial part of its property or assets and such custody or control shall remain unterminated or unstayed for ninety (90) days; or (ix) have an attachment or execution levied against any substantial portion of the property of Borrower or against any portion of the Collateral which is not discharged or dissolved by a bond within sixty (60) days; or

B. any such event set forth in subsection A above shall occur with respect to any Loan Party;

10.1.9 Loan Documents. If any Loan Document for any reason other than the satisfaction in full of all Obligations shall cease to be in full force and effect (other than in accordance with its terms), thereby preventing the Administrative Agent and/or the Lenders from obtaining the practical realization of the benefits thereof, or if any Loan Document shall be declared null and void or any Loan Party shall claim or declare any such Loan Document to no longer be in full force and effect or is null and void, or if the Liens and security interests purported to be created by any of the Loan Documents shall cease to be valid, perfected, first priority (except as otherwise expressly provided herein) security interests;

10.1.10 Judgments. One or more judgments or decrees shall be entered against Borrower or any Loan Party or Borrower Subsidiary involving a liability (not paid or fully covered (subject to deductibles) by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated,

discharged or stayed or bonded pending appeal for any period of sixty (60) consecutive days, and the aggregate amount of all such judgments exceeds \$750,000.00;

10.1.11 ERISA. (i) If any Plan shall fail to satisfy the minimum funding standard required for any plan year or part thereof and a waiver of such standard or extension of any amortization period is not granted under Section 412 of the Code, any Plan shall have had or is likely to have a trustee appointed to administer such Plan, any Plan is, shall have been or is likely to be terminated or to be the subject of a distress termination proceeding under ERISA, any Plan shall have an Unfunded Current Liability, a contribution required to be made to a Plan has not been timely made, a Loan Party or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 401(a)(29), 4971, 4975 or 4980 of the Code, or a Loan Party has incurred or is likely to incur liabilities pursuant to one or more employee welfare benefit plans (as defined in Section 3(l) of ERISA) that provide benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) or employee pension benefit plans (as defined in Section 3(2) of ERISA) and any of the foregoing could have a Material Adverse Effect; (ii) if there shall result from any such event or events the imposition of a lien, the granting of a security interest, or a liability or a material risk of incurring a liability which could have, or reasonably be expected to have, a Material Adverse Effect; or (iii) if any such lien, security interest or liability is imposed or granted and, individually, and/or in the aggregate, in the reasonable opinion of the Administrative Agent could have, or reasonably be expected to have, a Material Adverse Effect.

10.1.12 Change of Control. If a Change of Control shall occur.

10.1.13 Indictment; Forfeiture. The indictment of, or institution of any legal process or proceeding against, the Borrower, any other Loan Party, and/or any Borrower Subsidiary under any applicable law where the relief, penalties, or remedies sought or available include the forfeiture of any property of Borrower and/or any other such Person and/or the imposition of any stay or other order, the effect of which could be to restrain in any material way the conduct by the Borrower and/or any other such Person of its business in the ordinary course.

10.1.14 Termination of Guaranty or Consent. Except as otherwise provided herein, the termination or attempted termination of any Guaranty by any Guarantor of the Obligations.

10.1.15 Cross-Default. The existence of a BOFA Event of Default.

10.1.16 Generally. A default by Borrower in the performance of any term, provision or condition of this Agreement to be performed by Borrower, or a breach, or other failure to satisfy, any other term provision, condition, covenant or warranty under this Agreement and such default remains uncured beyond any applicable specific grace period provided for in this Agreement, including, without limitation, as set forth in Section 10.2. below.

10.2 Grace Periods and Notice. As to each of the foregoing events the following provisions relating to grace periods and notice shall apply:

10.2.1 No Notice or Grace Period. There shall be no grace period and no notice provision with respect to the payment of principal at maturity and/or in connection with a Mandatory Principal Prepayment (except as provided in Section 2.3.8 above) and no grace period and no notice provision with respect to defaults related to the voluntary filing of bankruptcy or reorganization proceedings or an assignment for the benefit of creditors (any of which events shall also result in an immediate termination of the Lenders' Commitments hereunder), or subject to Sections 10.2.4 and 10.2.5, with respect to a breach of warranty or representation under Article 6, or (subject to Section 10.2.5) with respect to the breach of any of the affirmative covenants set forth in Article 7 (unless a grace or cure period is specifically provided for therein) or (subject to Section 10.2.5) with respect to the breach of any of the negative covenants set forth in Article 8.

10.2.2 Nonpayment of Interest. As to the nonpayment of interest there shall be a three (3) Business Day grace period without any requirement of notice from Administrative Agent.

10.2.3 Other Monetary Defaults. All other monetary defaults shall have a three (3) Business Day grace period following notice from Administrative Agent.

10.2.4 Nonmonetary Defaults Capable of Cure. Subject to Section 10.2.1, as to non-monetary Defaults which are reasonably capable of being cured or remedied, unless there is a specific shorter or longer grace period provided for in this Loan Agreement or in another Loan Document, there shall be a thirty (30) day grace period following notice from Administrative Agent or, if such Default would reasonably require more than thirty (30) days to cure or remedy, such longer period of time not to exceed a total of ninety (90) days from Administrative Agent's notice as may be reasonably required so long as Borrower shall commence reasonable actions to remedy or cure the default within thirty (30) days following such notice and shall diligently prosecute such curative action to completion within such ninety (90) day period. However, where there is an emergency situation in which there is danger to person or property, it shall be an immediate Event of Default if such curative action shall not be commenced as promptly as possible. As to breaches of warranties and representations there shall be a thirty (30) day grace period following notice from Administrative Agent.

10.2.5 Borrowing Base Property Defaults. As to any non-monetary Defaults which are reasonably capable of being cured or remedied by the removal of any Individual Property or Individual Properties from being Borrowing Base Properties, there shall be a thirty (30) day grace period following notice from the Administrative Agent for the Borrower to cure or remedy such Default by paying the Release Price with respect thereto, if required.

## 11. REMEDIES.

11.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, whether or not the indebtedness evidenced by the Note and secured by the Security Documents shall be due and payable or Administrative Agent shall have instituted any foreclosure or other action for the enforcement of the Security Documents or the Note, Administrative Agent may, and shall upon the direction of the Required Lenders, in addition to any other remedies which Administrative Agent may have hereunder or under the other Loan

Documents, or otherwise, and not in limitation thereof, and in Administrative Agent's and Required Lenders' sole and absolute discretion:

11.1.1 Accelerate Debt. Administrative Agent may, and with the direction of the Required Lenders shall, declare the indebtedness evidenced by the Note and secured by the Security Documents immediately due and payable (provided that in the case of a voluntary petition in bankruptcy filed by Borrower or an involuntary petition in bankruptcy filed against Borrower (after expiration of the grace period, if any, set forth in Section 10.1.8), such acceleration shall be automatic).

11.1.2 Collateralize Letters of Credit. Administrative Agent may require the Borrower to deposit into accounts maintained with, and pledged to the Administrative Agent, cash proceeds in an amount equal to the L/C Exposure, which deposits shall secure the L/C Exposure.

11.1.3 Pursue Remedies. Administrative Agent may pursue any and all remedies provided for hereunder, under any one or more of the other Loan Documents, and/or otherwise.

11.2 Written Waivers. Except as otherwise provided in Section 13.4, if a Default or an Event of Default is waived by the Required Lenders, in their sole discretion, pursuant to a specific written instrument executed by an authorized officer of Administrative Agent, the Default or Event of Default so waived shall be deemed to have never occurred.

11.3 Power of Attorney. For the purpose of exercising the rights granted by this Article 11, as well as any and all other rights and remedies of Administrative Agent under the Loan Documents, Borrower hereby irrevocably constitutes and appoints Administrative Agent (or any agent designated by Administrative Agent) its true and lawful attorney-in-fact, with full power of substitution, upon and following any Event of Default which is continuing, to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of Borrower. In connection with the foregoing power of attorney, the Borrower hereby grants unto the Administrative Agent (acting through any of its officers) full power to do any and all things necessary or appropriate in connection with the exercise of such powers as fully and effectually as the Borrower might or could do, hereby ratifying all that said attorney shall do or cause to be done by virtue of this Agreement. The foregoing power of attorney shall not be affected by any disability or incapacity suffered by the Borrower and shall survive the same. All powers conferred upon the Administrative Agent by this Agreement, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a written instrument executed by a duly authorized officer of the Administrative Agent.

## 12. SECURITY INTEREST AND SET-OFF

12.1 Security Interest. Borrower hereby grants (and shall cause each other Loan Party to grant in an applicable Security Document) to the Administrative Agent and each of the Lenders, a continuing lien, security interest and right of setoff (with setoff being subject to Section 12.2) as security for all of the Obligations, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of

Administrative Agent or any of the Lenders or any entity under common control with the Administrative Agent and its successors and assigns, or in transit to any of them.

12.2 Set-Off. If any Event of Default occurs, any such deposits, balances or other sums credited by or due from Administrative Agent, any affiliate of Administrative Agent or any of the Lenders, or from any such affiliate any of the Lenders, to Borrower may to the fullest extent not prohibited by applicable law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, and without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which are hereby waived, be set off, appropriated and applied by Administrative Agent against any or all of Borrower's Obligations irrespective of whether demand shall have been made and although such obligations may be unmatured, in the manner set forth herein. Within five (5) Business Days of making any such set off, appropriation or application, Administrative Agent agrees to notify Borrower thereof, provided the failure to give such notice shall not affect the validity of such set off or appropriation or application. ANY AND ALL RIGHTS TO REQUIRE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED. Each of the Lenders agrees with each other Lender that (a) if an amount to be set off is to be applied to indebtedness of the Borrower to such Lender, other than the Obligations evidenced by the Note due to such Lender, such amount shall be applied ratably to such other indebtedness and to the Obligations evidenced by the Note due to such Lender, and (b) if such Lender shall receive from the Borrower, whether by voluntary payment, exercise of the right of setoff, counterclaim, cross action, enforcement of the claim evidenced by the Note due to such Lender by proceedings against the Borrower at law or in equity or by proof thereof in bankruptcy, reorganization, liquidation, receivership or similar proceedings, or otherwise, and shall retain and apply to the payment of the Note due to such Lender any amount in excess of its ratable portion of the payments received by all of the Lenders with respect to Obligations under the Note due to all of the Lenders, such Lender will make such disposition and arrangements with the other Lenders with respect to such excess, either by way of distribution, pro tanto assignment of claims, subrogation or otherwise as shall result in each Lender receiving in respect of the Note its proportionate payment as contemplated by this Agreement; provided that if all or any part of such excess payment is thereafter recovered from such Lender, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest.

12.3 Right to Freeze. The Administrative Agent and each of the Lenders shall also have the right, at its option, upon the occurrence of any event which would entitle the Administrative Agent and each of the Lenders to set off or debit as set forth in Section 12.2, to freeze, block or segregate any such deposits, balances and other sums so that Borrower may not access, control or draw upon the same.

12.4 Additional Rights. The rights of Administrative Agent, the Lenders and each affiliate of Administrative Agent and each of the Lenders under this Article 12 are in addition to,

and not in limitation of, other rights and remedies, including other rights of set off, which Administrative Agent or any of the Lenders may have.

### 13. THE ADMINISTRATIVE AGENT AND THE LENDERS

#### 13.1 Rights, Duties and Immunities of the Administrative Agent

13.1.1 Appointment of Administrative Agent. Each Lender hereby irrevocably designates and appoints KeyBank, National Association, as Administrative Agent of such Lender to act as specified herein and in the other Loan Documents, and each such Lender hereby irrevocably authorizes the Administrative Agent to take such actions, exercise such powers and perform such duties as are expressly delegated to or conferred upon the Administrative Agent by the terms of this Loan Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent agrees to act as such upon the express conditions contained in this Article 13. The Administrative Agent shall not have any duties or responsibilities except those expressly set forth herein or in the other Loan Documents, nor shall it have any fiduciary relationship with any Lender, and no implied covenants, responsibilities, duties, obligations or liabilities shall be read into this Loan Agreement or otherwise exist against the Administrative Agent. Except as provided for in Section 13.3, the provisions of this Article 13 are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall not have any rights as a third party beneficiary of any of the provisions hereof; provided, however, the Borrower may rely on any consent, waiver, approval, certificate or instrument delivered by the Administrative Agent as evidencing that the Administrative Agent has received, to the extent required hereunder, the prior approval of the Required Lenders or the Lenders.

13.1.2 Administration of Loan by Administrative Agent. The Administrative Agent shall be responsible for administering the Loan on a day-to-day basis. In the exercise of such administrative duties, the Administrative Agent shall use the same diligence and standard of care that is customarily used by the Administrative Agent with respect to similar loans held by the Administrative Agent solely for its own account.

Each Lender delegates to the Administrative Agent the full right and authority on its behalf to take the following specific actions in connection with its administration of the Loan:

- (i) to fund the Loan in accordance with the provisions of the Loan Documents, but only to the extent of immediately available funds provided to the Administrative Agent by the respective Lenders for such purpose;
- (ii) to receive all payments of principal, interest, fees and other charges paid by, or on behalf of, the Borrower and, except for fees to which the Administrative Agent is entitled pursuant to the Loan Documents or otherwise, to distribute all such funds to the respective Lenders as provided for hereunder;
- (iii) to keep and maintain complete and accurate files and records of all material matters pertaining to the Loan, and make such files and records available for inspection and copying by each Lender and its respective employees and agents during normal business hours upon reasonable prior notice to the Administrative Agent;



(iv) to provide the Lenders with copies of all material and/or substantive notices, reports and other information, and notice of all material and/or substantive matters or occurrences, obtained by the Administrative Agent provided by or with respect to the Borrower or any other Loan Party; and

(v) to do or omit doing all such other actions as may be reasonably necessary or incident to the implementation, administration and servicing of the Loan and the rights and duties delegated hereinabove.

13.1.3 Delegation of Duties. The Administrative Agent may execute any of its duties under this Loan Agreement or any other Loan Document by or through its agents or attorneys-in-fact, and shall be entitled to the advice of counsel concerning all matters pertaining to its rights and duties hereunder or under the Loan Documents. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

13.1.4 Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Loan Agreement or the other Loan Documents, except for its or their gross negligence or willful misconduct. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be responsible for or have any duty to ascertain, inquire into, or verify (i) any recital, statement, representation or warranty made by the Borrower or any of its officers or agents contained in this Loan Agreement or the other Loan Documents or in any certificate or other document delivered in connection therewith; (ii) the performance or observance of any of the covenants or agreements contained in, or the conditions of, this Loan Agreement or the other Loan Documents; (iii) the state or condition of any properties of the Borrower or any other obligor hereunder constituting Collateral for the Obligations of the Borrower hereunder, or any information contained in the books or records of the Borrower; (iv) the validity, enforceability, collectibility, effectiveness or genuineness of this Loan Agreement or any other Loan Document or any other certificate, document or instrument furnished in connection therewith; or (v) the validity, priority or perfection of any lien securing or purporting to secure the Obligations or the value or sufficiency of any of the Collateral.

13.1.5 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any notice, consent, certificate, affidavit, or other document or writing believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons, and upon the advice and statements of legal counsel (including, without, limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Loan Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of the taking or failing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Loan Agreement and the other Loan Documents in accordance with any written request of the Required Lenders, or all of the Lenders, if required

hereunder, and each such request of the Required Lenders, or all of the Lenders, if required hereunder, and any action taken or failure to act by the Administrative Agent pursuant thereto, shall be binding upon all of the Lenders; provided, however, that the Administrative Agent shall not be required in any event to act, or to refrain from acting, in any manner which is contrary to the Loan Documents or to applicable law.

13.1.6 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has actual knowledge of the same or has received notice from a Lender or the Borrower referring to this Loan Agreement, describing such Default or Event of Default and stating that such notice is a notice of default (a "Notice of Default"). In the event that the Administrative Agent obtains such actual knowledge or receives such a notice, the Administrative Agent shall give prompt notice thereof to each of the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders, or all of the Lenders, if required hereunder. Unless and until the Administrative Agent shall have received such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it shall deem advisable in the best interest of the Lenders.

13.1.7 Lenders' Credit Decisions. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on the financial statements prepared by the Borrower and such other documents and information as it has deemed appropriate, made its own credit analysis and investigation into the business, assets, operations, property, and financial and other condition of the Borrower and has made its own decision to enter into this Loan Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in determining whether or not conditions precedent to Closing any Loan hereunder have been satisfied and in taking or not taking any action under this Loan Agreement and the other Loan Documents.

13.1.8 Administrative Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Administrative Agent, ratably in proportion to their respective Commitments, for (i) any amounts not reimbursed by the Borrower for which the Administrative Agent is entitled to reimbursement by the Borrower under this Loan Agreement or the other Loan Documents, (ii) any other expenses incurred by the Administrative Agent on behalf of the Lenders in connection with the preparation, execution, delivery, administration, amendment, waiver and/or enforcement of this Loan Agreement and the other Loan Documents, and (iii) any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Loan Agreement or the other Loan Documents or any other document delivered in connection therewith or any transaction contemplated thereby, or the enforcement of any of the terms hereof or thereof, provided that no Lender shall be liable for any of the foregoing to the extent that they arise from the gross negligence or willful misconduct of the Administrative Agent. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the

Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the action indemnified against until such additional indemnity is furnished.

13.1.9 Administrative Agent in its Individual Capacity. With respect to its Commitment as a Lender, and the Loans made by it and the Note issued to it, the Administrative Agent shall have the same rights and powers hereunder and under any other Loan Document as any Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless the context otherwise indicates, include the Administrative Agent in its individual capacity. The Administrative Agent and its subsidiaries and affiliates may accept deposits from, lend money to, and generally engage in any kind of commercial or investment banking, trust, advisory or other business with the Borrower or any subsidiary or affiliate of the Borrower as if it were not the Administrative Agent hereunder.

13.1.10 Successor Administrative Agent. The Administrative Agent may resign at any time by giving thirty (30) days' prior written notice to the Lenders and Borrower. The Required Lenders, for good cause, may remove Administrative Agent at any time by giving thirty (30) days' prior written notice to the Administrative Agent, the Borrower and the other Lenders. Upon any such resignation or removal, the Required Lenders shall appoint a successor Administrative Agent, which successor Administrative Agent shall, if such appointment is prior to the occurrence of an Event of Default which is continuing, be subject to the approval of the Borrower, which approval shall not be unreasonably withheld or delayed. If no successor Administrative Agent shall have been so appointed by the Required Lenders and accepted such appointment within thirty (30) days after the retiring Administrative Agent's giving notice of resignation or the Required Lenders' giving notice of removal, as the case may be, then the retiring Administrative Agent may appoint, on behalf of the Borrower and the Lenders, a successor Administrative Agent. If in such instance the retiring Administrative Agent appoints as the successor Administrative Agent a Lender, such Lender shall accept such appointment. Each such successor Administrative Agent shall be a Lender or a financial institution which meets the requirements of an Eligible Assignee. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. After any retiring Administrative Agent's resignation hereunder, the provisions of this Article 13 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder.

13.1.11 Duties in the Case of Enforcement. In case one or more Events of Default have occurred and shall be continuing, and whether or not acceleration of the Obligations shall have occurred, the Administrative Agent may, and shall at the direction of the Required Lenders, or all of the Lenders, if required hereunder, and provided that the Lenders have given to the Administrative Agent such additional indemnities and assurances against expenses and liabilities as the Administrative Agent may reasonably request, proceed to enforce the provisions of this Loan Agreement and the other Loan Documents respecting the foreclosure, the sale, or other disposition of all or any part of the Collateral and the exercise of any other legal or equitable rights or remedies as it may have hereunder or under any other Loan Document or

otherwise by virtue of applicable law, or to refrain from so acting if similarly requested by the Required Lenders. The Administrative Agent shall be fully protected in so acting or refraining from acting upon the instruction of the Required Lenders, or all of the Lenders, if required hereunder, and such instruction shall be binding upon all the Lenders. The Required Lenders may direct the Administrative Agent in writing as to the method and the extent of any such foreclosure, sale or other disposition or the exercise of any other right or remedy, the Lenders hereby agreeing to indemnify and hold the Administrative Agent harmless from all costs and liabilities incurred in respect of all actions taken or omitted in accordance with such direction, provided that the Administrative Agent need not comply with any such direction to the extent that the Administrative Agent reasonably believes the Administrative Agent's compliance with such direction to be unlawful or commercially unreasonable in any applicable jurisdiction. The Administrative Agent may, in its discretion but without obligation, in the absence of direction from the Required Lenders, take such interim actions as it believes necessary to preserve the rights of the Lenders hereunder and in and to any Collateral securing the Obligations, including but not limited to petitioning a court for injunctive relief, appointment of a receiver or preservation of the proceeds of any Collateral. Each of the Lenders acknowledges and agrees that no individual Lender may separately enforce or exercise any of the provisions of any of the Loan Documents, including without limitation the Note, other than through the Administrative Agent.

### 13.2 Respecting Loans and Payments.

13.2.1 Procedures for Loans. Administrative Agent shall give written notice to each Lender of each request for a Loan Advance, or conversion of an existing Loan Advance from a Variable Rate Advance to an Effective LIBO Rate Advance, by facsimile transmission, hand delivery or overnight courier, not later than 11:00 a.m. (Eastern time) (i) three (3) Business Days prior to the making of any Loan Advance, (ii) two (2) Business Days prior to any conversion of an existing Loan Advance to an Effective LIBO Rate Advance, or (iii) on the first day of any conversion to a Variable Rate Advance. Each such notice shall be accompanied by a written summary of the request for a Loan Advance and shall specify (a) the date of the requested Loan Advance, (b) the aggregate amount of the requested Loan Advance, (c) each Lender's pro rata share of the requested Loan Advance, and (d) the applicable interest rate selected by Borrower with respect to such Loan Advance, or any portion thereof, together with the applicable Interest Period, if any, selected, or deemed selected, by Borrower. Each Lender shall, before 11:00 a.m. (Eastern time) on the date set forth in any such request for a Loan Advance, make available to Administrative Agent, at an account to be designated by Administrative Agent at KeyBank, National Association, Boston, Massachusetts, in same day funds, each Lender's ratable portion of the requested Loan Advance provided that no Lender shall be required to fund any Loan Advance to the extent that such Lender's aggregate outstanding Loan Advances would exceed its Commitment. After Administrative Agent's receipt of such funds and upon Administrative Agent's determination that the applicable conditions to making the requested Loan Advance have been fulfilled, Administrative Agent shall make such funds available to Borrower as provided for in this Loan Agreement. Within a reasonable period of time following the making of each Loan Advance, but in no event later than ten (10) Business Days following such Loan Advance, Administrative Agent shall deliver to each Lender a copy of Borrower's request for Loan Advance. Promptly after receipt by Administrative Agent of written request from any Lender, Administrative Agent shall deliver to

the requesting Lender the accompanying certifications and such other instruments, documents, certifications and approvals delivered by or on behalf of Borrower to Administrative Agent in support of the requested Loan Advance.

13.2.2 Nature of Obligations of Lenders. The obligations of the Lenders hereunder are several and not joint. Failure of any Lender to fulfill its obligations hereunder shall not result in any other Lender becoming obligated to advance more than its Commitment Percentage of the Loan, nor shall such failure release or diminish the obligations of any other Lender to fund its Commitment Percentage provided herein.

13.2.3 Payments to Administrative Agent. All payments of principal of and interest on the Loan or the Note shall be made to the Administrative Agent by the Borrower or any other obligor or guarantor for the account of the Lenders in immediately available funds as provided in the Note and this Loan Agreement. Except as otherwise expressly provided herein, the Administrative Agent agrees promptly to distribute to each Lender, on the same Business Day upon which each such payment is made, such Lender's proportionate share of each such payment in immediately available funds excluding Liquidation Proceeds which shall be distributed in accordance with Section 13.2.4 below. The Administrative Agent will disburse such payments to the Lenders on the date of receipt thereof if received prior to 1:00 p.m. on such date and, if not, on the next Business Day. The Administrative Agent shall upon each distribution promptly notify Borrower of such distribution and each Lender of the amounts distributed to it applicable to principal of, and interest on, the proportionate share held by the applicable Lender. Each payment to the Administrative Agent under the first sentence of this Section shall constitute a payment by the Borrower to each Lender in the amount of such Lender's proportionate share of such payment, and any such payment to the Administrative Agent shall not be considered outstanding for any purpose after the date of such payment by the Borrower to the Administrative Agent without regard to whether or when the Administrative Agent makes distribution thereof as provided above. If any payment received by the Administrative Agent from the Borrower is insufficient to pay both all accrued interest and all principal then due and owing, the Administrative Agent shall first apply such payment to all outstanding interest until paid in full and shall then apply the remainder of such payment to all principal then due and owing, and shall distribute the payment to each Lender accordingly.

13.2.4 Distribution of Liquidation Proceeds. Subject to the terms and conditions hereof, the Administrative Agent shall distribute all Liquidation Proceeds in the order and manner set forth below:

- First: To the Administrative Agent, towards any fees and any expenses for which the Administrative Agent is entitled to reimbursement under this Agreement or the other Loan Documents not theretofore paid to the Administrative Agent.
- Second: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages (or pro rata if the Lenders have not ratably funded such amounts) until all Lenders have been reimbursed for all fees and expenses which such Lenders have previously paid to the Administrative Agent and not theretofore paid to such Lenders.

- Third: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been paid in full all principal and interest due to such Lenders under the Loan, with each Lender applying such proceeds for purposes of this Agreement first against the outstanding principal balance due to such Lender under the Loan and then to accrued and unpaid interest due under the Loan.
- Fourth: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages (or pro rata if the Lenders have not ratably funded such amounts) until all Lenders have been paid in full all other amounts due to such Lenders under the Loan including, without limitation, any costs and expenses incurred directly by such Lenders to the extent such costs and expenses are reimbursable to such Lenders by the Borrower under the Loan Documents.
- Fifth: To the Borrower or such third parties as may be entitled to claim Liquidation Proceeds.

13.2.5 Adjustments. If, after Administrative Agent has paid each Lender's proportionate share of any payment received or applied by Administrative Agent in respect of the Loan and other Obligations, that payment is rescinded or must otherwise be returned or paid over by Administrative Agent, whether pursuant to any bankruptcy or insolvency law, sharing of payments clause of any loan agreement or otherwise, such Lender shall, at Administrative Agent's request, promptly return its proportionate share of such payment or application to Administrative Agent, together with such Lender's proportionate share of any interest or other amount required to be paid by Administrative Agent with respect to such payment or application.

13.2.6 Setoff. If any Lender (including the Administrative Agent), acting in its individual capacity, shall exercise any right of setoff against a deposit balance or other account of the Borrower held by such Lender on account of the obligations of the Borrower under this Loan Agreement, such Lender shall remit to the Administrative Agent all such sums received pursuant to the exercise of such right of setoff, and the Administrative Agent shall apply all such sums for the benefit of all of the Lenders hereunder in accordance with the terms of this Loan Agreement.

13.2.7 Distribution by Administrative Agent. If in the opinion of the Administrative Agent distribution of any amount received by it in such capacity hereunder or under the Note or under any of the other Loan Documents might involve any liability, it may refrain from making distribution until its right to make distribution shall have been adjudicated by a court of competent jurisdiction or has been resolved by the mutual consent of all Lenders. In addition, the Administrative Agent may request full and complete indemnity from the Lenders, in form and substance satisfactory to it, prior to making any such distribution. If a court of competent jurisdiction shall adjudge that any amount received and distributed by the Administrative Agent is to be repaid, each person to whom any such distribution shall have been made shall either repay to the Administrative Agent its proportionate share of the amount so adjudged to be repaid or shall pay over to the same in such manner and to such persons as shall be determined by such court.

13.2.8 Delinquent Lender. If for any reason any Lender shall fail or refuse to abide by its obligations under this Loan Agreement, including without limitation its obligation to make available to Administrative Agent its pro rata share of any Loans, expenses or setoff (a "Delinquent Lender") and such failure is not cured within five (5) days of receipt from the Administrative Agent of written notice thereof, then, in addition to the rights and remedies that may be available to Administrative Agent, other Lenders, the Borrower or any other party at law or in equity, and not at limitation thereof, (i) such Delinquent Lender's right to participate in the administration of, or decision-making rights related to, the Loans, this Loan Agreement or the other Loan Documents shall be suspended during the pendency of such failure or refusal, with such Delinquent Lender's Commitment not being included when calculating any Required Lender or Unanimous Lender decision hereunder, and (ii) a Delinquent Lender shall be deemed to have assigned any and all payments due to it from the Borrower, whether on account of outstanding Loans, interest, fees or otherwise, to the remaining non-delinquent Lenders for application to, and reduction of, their proportionate shares of all outstanding Loans until, as a result of application of such assigned payments the Lenders' respective pro rata shares of all outstanding Loans shall have returned to those in effect immediately prior to such delinquency and without giving effect to the nonpayment causing such delinquency. The Delinquent Lender's decision-making and participation rights and rights to payments as set forth in clauses (i) and (ii) hereinabove shall be restored only upon the payment by the Delinquent Lender of its pro rata share of any Loans or expenses as to which it is delinquent, together with interest thereon at the Default Rate from the date when originally due until the date upon which any such amounts are actually paid.

The non-delinquent Lenders shall also have the right, but not the obligation, in their respective, sole and absolute discretion, to acquire for no cash consideration, pro rata, based on the respective Commitments of those Lenders electing to exercise such right) the Delinquent Lender's Commitment to fund future Loans (the "Future Commitment"). Upon any such purchase of the pro rata share of any Delinquent Lender's Future Commitment, the Delinquent Lender's share in future Loans and its rights under the Loan Documents with respect thereto shall terminate on the date of purchase, and the Delinquent Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest, including, if so requested, an Assignment and Acceptance. Each Delinquent Lender shall indemnify Administrative Agent and each non-delinquent Lender from and against any and all loss, damage or expenses, including but not limited to reasonable attorneys' fees and funds advanced by Administrative Agent or by any non-delinquent Lender, on account of a Delinquent Lender's failure to timely fund its pro rata share of a Loan or to otherwise perform its obligations under the Loan Documents.

13.2.9 Holders. The Administrative Agent may deem and treat the Lender designated in the Register as the proportionate owner of such interest in the Note for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any person or entity who, at the time of making such request or giving such authority or consent, is the holder of any designated interest in the Note shall be conclusive and binding on any subsequent holder, transferee or endorsee, as the case may be, of such interest in the Note or of any Note or Note issued in exchange therefor.

13.3 Assignment by Lenders.

13.3.1 Assignment. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this Section 13.3.1, participations in L/C Obligations) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, no minimum amount needs to be assigned; and

(B) in any case not described in Section 13.3.1(i)(A) above, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Acceptance, as of the Trade Date, shall not be less than \$5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single assignee (or to an assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by Section 13.3.1(i)(B) and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such



assignment is to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Acceptance. The parties to each assignment shall execute and deliver to the Administrative Agent for recording in the Register an Assignment and Acceptance, substantially in the form of Exhibit H hereto (the "Assignment and Acceptance"), together with a processing and recordation fee in the amount of \$3,000.00; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Person. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 13.3.2, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.3.11, 2.6, 7.15 and 7.17 with respect to facts and circumstances occurring prior to the effective date of such assignment. Promptly following delivery of notice of such assignment and written request, the Borrower (at its expense) shall, in exchange for each surrendered Note, execute and deliver a Note to the assignee Lender. Such new Notes shall provide that they are replacements for the surrendered Notes, shall be in an aggregate principal amount equal to the aggregate principal amount of the surrendered Notes, shall be dated the effective date of such Assignment and Acceptance and shall otherwise be substantially in the form of the assigned Notes. The surrendered Notes shall be cancelled and returned to the Borrower. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 13.3.3.

13.3.2 Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C

Obligations, owing to each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

13.3.3 Participations. Any Lender may at any time, without the consent of the Borrower or the Administrative Agent, but upon notice to the Borrower and the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 13.4.1(i) through (viii) that affects such Participant. Subject to Section 13.3.4 below, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.3.11 and 2.6 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.3.1 above. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.2 as though it were a Lender, provided such Participant agrees to be subject to Section 12.2 as though it were a Lender.

13.3.4 Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.3.11 or 2.6 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent, provided in no instance shall the Borrower's Obligations be increased as a result thereof. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.3.11 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.3.11 as though it were a Lender.

13.3.5 Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment or foreclosure with respect

to any such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

13.3.6 Electronic Execution of Assignments. The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Acceptance shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13.4 Administrative Matters.

13.4.1 Amendment, Waiver, Consent, Etc. Except as otherwise provided herein or as to any term or provision hereof which specifically provides for the consent or approval of the Administrative Agent, the Required Lenders and/or the Lenders, as applicable, no term or provision of this Loan Agreement or any other Loan Document may be changed, waived, discharged or terminated, nor may any consent required or permitted by this Loan Agreement or any other Loan Document be given, unless such change, waiver, discharge, termination or consent receives the written approval of the Required Lenders.

Notwithstanding the foregoing, the unanimous written approval of all the Lenders (other than a Delinquent Lender) shall be required with respect to any proposed amendment, waiver, discharge, termination, or consent which:

(i) has the effect of (a) extending the final scheduled maturity or the date of any amortization payment of any Loan or Note, (b) reducing the rate or extending the time of payment of interest or fees thereon, (c) increasing or reducing the principal amount thereof, or (d) otherwise postponing or forgiving any indebtedness thereunder,

(ii) releases or discharges any material portion of the Collateral other than in accordance with the express provisions of the Loan Documents,

(iii) amends, modifies or waives any provisions of this Section 13.4,

(iv) amends any of the Financial Covenants,

(v) amends the definition of Eligibility Criteria,

(vi) amends any payment distribution provisions hereunder;

(vii) modifies the percentage specified in the definition of Required Lenders,

(viii) except as otherwise provided in this Loan Agreement, changes the amount of any Lender’s Commitment or Commitment Percentage, or

(ix) releases or waives any guaranty of the Obligations or indemnifications provided in the Loan Documents;

and provided, further, that without the consent of the Administrative Agent, no such action shall amend, modify or waive any provision of this Article or any other provision of any Loan Document which relates to the rights or obligations of the Administrative Agent.

13.4.2 Deemed Consent or Approval. With respect to any requested amendment, waiver, consent or other action which requires the approval of the Required Lenders or all of the Lenders, as the case may be, in accordance with the terms of this Loan Agreement, or if the Administrative Agent is required hereunder to seek, or desires to seek, the approval of the Required Lenders or all of the Lenders, as the case may be, prior to undertaking a particular action or course of conduct, the Administrative Agent in each such case shall provide each Lender with written notice of any such request for amendment, waiver or consent or any other requested or proposed action or course of conduct, accompanied by such detailed background information and explanations as may be reasonably necessary to determine whether to approve or disapprove such amendment, waiver, consent or other action or course of conduct. The Administrative Agent may (but shall not be required to) include in any such notice, printed in capital letters or boldface type, a legend substantially to the following effect:

“THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN TEN (10) CALENDAR DAYS FROM THE RECEIPT OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED APPROVAL BY THE ADDRESSEE OF THE ACTION REQUESTED BY THE BORROWER OR THE COURSE OF CONDUCT PROPOSED BY THE ADMINISTRATIVE AGENT AND RECITED ABOVE,”

and if (and only if) the foregoing legend is included by the Administrative Agent in its communication, a Lender shall be deemed to have approved or consented to such action or course of conduct for all purposes hereunder if such Lender fails to object to such action or course of conduct by written notice to the Administrative Agent within ten (10) calendar days of such Lender’s receipt of such notice.

13.5 Arranger. Notwithstanding the provisions of this Agreement or of the other Loan Documents, the Arranger, in its capacity as such, shall have no powers, rights, duties, responsibilities or liabilities with respect to this Agreement and the other Loan Documents. To the extent requested by the Administrative Agent, the Arranger has coordinated, or will coordinate, the initial syndication of the Loan and the assignment of interests in the Loan.

#### 14. CASUALTY AND TAKING.

14.1 Casualty or Taking; Obligation To Repair. In the event of the occurrence of an Event of Loss as to any Collateral Property, Borrower shall give immediate written notice thereof to Administrative Agent and proceed with reasonable diligence, in full compliance with all Legal Requirements and the other requirements of the Loan Documents, to repair, restore,

rebuild or replace the affected Collateral Property to the condition immediately prior to such Event of Loss (each, the "Repair Work").

14.2 Adjustment of Claims. All insurance claims or condemnation or similar awards shall be adjusted or settled by Borrower, at Borrower's sole cost and expense, but subject to Administrative Agent's prior written approval for any Borrowing Base Property, which approval shall not be unreasonably withheld; provided that (i) the Administrative Agent shall have the right to participate in any adjustment or settlement for any Borrowing Base Property with respect to which the Net Proceeds in the aggregate are equal to or greater than Five Hundred Thousand Dollars (\$500,000.00) and (ii) if any Event of Default exists under any of the Loan Documents, Administrative Agent shall have the right to adjust, settle, and compromise such claims without the approval of Borrower.

14.3 Payment and Application of Insurance Proceeds and Condemnation Awards

14.3.1 Except as otherwise provided for herein, all Net Proceeds shall be paid to Administrative Agent and, at Administrative Agent's option, be applied to Borrower's Obligations or released, in whole or in part, to pay for the actual cost of repair, restoration, rebuilding or replacement to the condition immediately prior to such Event of Loss (collectively, "Cost To Repair"). If any Net Proceeds are received directly by any Loan Party, such Loan Party shall hold such Net Proceeds in trust for the Administrative Agent and shall promptly deliver such Net Proceeds in kind to the Administrative Agent. Notwithstanding any other term or provision of this Agreement, provided no Default or Event of Default is then in existence, all Net Proceeds related to any Collateral Property which is not a Borrowing Base Property shall be released to the Borrower to such repair and reconstruction, without the Borrower having to satisfy the conditions of section 14.3 and 14.4 hereof.

14.3.2 Notwithstanding the terms and provisions hereof, with respect to any Borrowing Base Property, if the Net Proceeds do not exceed Five Hundred Thousand Dollars (\$500,000.00) and the Insurance/Taking Release Conditions have been satisfied in a manner reasonably acceptable to the Administrative Agent, Administrative Agent shall release the Net Proceeds to pay for the actual Cost to Repair and the applicable Loan Party shall commence and diligently prosecute to completion, the Repair Work relative to the subject Collateral Property, with any excess being retained by the applicable Loan Party.

14.3.3 Notwithstanding the terms and provisions hereof, with respect to any Borrowing Base Property, if either (i) the Net Proceeds are equal to or greater than Five Hundred Thousand Dollars (\$500,000.00) or (ii) the Net Proceeds do not exceed Five Hundred Thousand Dollars (\$500,000.00), but the Insurance/Taking Release Conditions have not been satisfied with respect to such Event of Loss, the Administrative Agent shall release so much of the Net Proceeds as may be required to pay for the actual Cost To Repair in accordance the limitations and procedures set forth in Section 14.4, if the following conditions are satisfied in a manner reasonably acceptable to the Administrative Agent:

- (i) no Default or Event of Default shall have occurred and be continuing under the Loan Documents;

(ii) in Administrative Agent's good faith judgment such Net Proceeds together with any additional funds as may be deposited with and pledged to Administrative Agent, on behalf of the Lenders, are sufficient to pay for the Cost To Repair. In order to make this determination, Administrative Agent shall be furnished by the Borrower with an estimate of the Cost to Repair accompanied by an independent architect's or engineer's certification as to such Cost to Repair and appropriate plans and specifications for the Repair Work;

(iii) the subject Event of Loss was not a Major Event of Loss;

(iv) Administrative Agent in the exercise of its reasonable discretion, shall have determined that all rent payments from Leases of the subject Collateral Property which have commenced at the time of the casualty which are to abate pursuant to their terms are to be payable to the Borrowing Base Property Owner, subject to deductibles, if any, permitted pursuant to the insurance policies to be maintained pursuant to this Agreement, from Rent Loss Proceeds;

(v) in Administrative Agent's good faith judgment, the Repair Work can reasonably be completed on or before the time required under applicable Legal Requirements; and

(vi) the Borrowing Base Property continues to satisfy the Borrowing Base Property Requirements.

14.4 Conditions To Release of Insurance Proceeds. If Administrative Agent elects or is required to release insurance proceeds, Administrative Agent may impose reasonable conditions on such release which shall include, but not be limited to, the following:

14.4.1 Prior written approval by Administrative Agent, which approval shall not be unreasonably withheld or delayed of plans, specifications, cost estimates, contracts and bonds for the Repair Work to the extent such materials were not previously approved by the Administrative Agent in connection with the admission of the Borrowing Base Property;

14.4.2 Such evidence of costs, payments and completion as Administrative Agent may reasonably require;

14.4.3 For Repair Work related to the completed and operating component of an OD Property, the funds shall be released upon final completion of the Repair Work, unless Borrower requests earlier funding, in which event partial monthly disbursements equal to 90% of the costs of the work completed prior to the certification by the applicable Lender's Consultant and if there is no Lender's Consultant, an independent architect or engineer retained by the Borrower, that the Repair Work is completed, and then upon final completion of the Repair Work as certified by such Lender's Consultant or independent architect or engineer, and the receipt by Administrative Agent of satisfactory evidence of payment and release of all liens, the balance of the funds shall be released;

14.4.4 Determination by Administrative Agent that the undisbursed balance of such Net Proceeds on deposit with Administrative Agent, together with additional funds

deposited for the purpose, shall be at least sufficient to pay for the remaining Cost To Repair, free and clear of all liens and claims for lien;

14.4.5 All work to comply with the Legal Requirements applicable to the construction of the Improvements; and

14.4.6 The absence of any Default under any Loan Documents.

14.5 The Administrative Agent shall have the right to hire, at the cost and expense of the Borrower, a Lender's Consultant to assist the Administrative Agent in the determination of the satisfaction of the conditions provided for herein for the release of the Net Proceeds, to pay the Costs to Repair and to periodically inspect the status of the construction of any Repair Work.

14.6 In the event that the Administrative Agent makes any Net Proceeds available to any Loan Party for the payment of Costs to Repair as provided for herein, upon the completion of the Repair Work as certified by the applicable Lender's Consultant and if there is no Lender's Consultant, an independent architect or engineer retained by the Borrower, and receipt by Administrative Agent of satisfactory evidence of payment and release of all liens, any excess Net Proceeds still held by the Administrative Agent shall be remitted by the Administrative Agent to the Borrower provided that no Event of Default shall have occurred and be continuing;

14.7 The terms and provisions of this Article 14 shall be subject to the terms and provisions of any Lease as to which the Administrative Agent has agreed otherwise with respect to the use and disbursement of Net Proceeds in any subordination and non-disturbance agreement entered into between the tenant under such Lease and the Administrative Agent and shall also be subject to the terms and provisions of any condominium documents as to which a Collateral Property is subject.

14.8 The Administrative Agent acknowledges that provided that no Event of Default has occurred and is continuing, all Rent Loss Proceeds shall be payable to the Borrower or the applicable Loan Party.

#### 15. GENERAL PROVISIONS.

15.1 Notices. Any notice or other communication in connection with this Loan Agreement, the Note, the Security Documents, or any of the other Loan Documents, shall be in writing, and (i) deposited in the United States Mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express, or (iii) sent by facsimile transmission if a FAX Number is designated below addressed:

If to Borrower:

Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
FAX Number: (516) 767-6497

and

Attention: Lawrence E. Kreider, Jr.  
FAX Number: (516) 767-4562

with copies by regular mail or such hand delivery or facsimile transmission to:

Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Stuart H. Widowski, Esquire  
FAX Number: (516) 767-6497

and to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038-4982  
Attention: Karen Scanna, Esquire  
Fax Number: (212) 806-6006

If to Administrative Agent or as Lender:

KeyBank, National Association  
225 Franklin Street, 18th Floor  
MA-01-22-0018  
Boston, Massachusetts 02110  
Attention: Jeffrey M. Morrison  
FAX Number: (617) 385-6293

with copies by regular mail or such hand delivery or facsimile transmission to:

Riemer & Braunstein LLP  
Three Center Plaza  
Boston, Massachusetts 02108  
Attention: Kevin J. Lyons, Esquire  
FAX Number: (617) 880-3456

If to Lenders:

Manufacturers and Traders Trust Company  
213 Market Street  
Harrisburg, Pennsylvania 17101  
Attention: Peter J. Ostrowski, Vice President  
FAX Number: 717-255-2390

TD Bank, N.A.  
15 Park Street



Framingham, Massachusetts 01702  
Attention: David Yesue, Assistant Vice President  
FAX Number: (508) 879-8237

Regions Bank  
1900 5th Ave. N., 15th Floor  
Birmingham, AL 35203  
Attention: Lori Chambers, Vice President  
FAX Number: (205) 326-4075

Citizens Bank of Pennsylvania  
1215 Superior Ave., 6th Floor  
Cleveland, Ohio 44114  
Attention: Kellie Anderson, Senior Vice President  
FAX Number: (216) 277-4607

TriState Capital Bank  
789 E. Lancaster Ave., Suite 240  
Villanova, PA 19085  
Attention: Joseph Rago  
FAX Number: (610) 581-7110

Ramond James Bank, FSB  
710 Carillon Parkway  
St. Petersburg, FL 33716  
Attention: Steven F. Paley, Senior Vice President  
FAX Number: (727) 567-8830

and to such addresses as set forth in the Assignment and Acceptance.

Any such addressee may change its address for such notices to such other address in the United States as such addressee shall have specified by written notice given as set forth above. All periods of notice shall be measured from the deemed date of delivery.

A notice shall be deemed to have been given, delivered and received for the purposes of all Loan Documents upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of postmark, or (ii) if hand delivered at the specified address by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day, or (iii) if so mailed, on the date of actual receipt as evidenced by the return receipt, or (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

15.2 Limitations on Assignment. Borrower may not assign this Agreement or the monies due thereunder without the prior written consent of the Lenders in each instance, but in

such event Lenders may nevertheless at their option make the Loan under this Agreement to Borrower or to those who succeed to the title of Borrower and all sums so advanced by Lenders shall be deemed a Loan Advance under this Agreement and not be modifications thereof and shall be secured by all of the Collateral given at any time in connection herewith.

15.3 Further Assurances. Borrower shall upon request from Administrative Agent from time to time execute, seal, acknowledge and deliver such further instruments or documents which Administrative Agent may reasonably require to better perfect and confirm its rights and remedies hereunder, under the Note, under the Security Documents and under each of the other Loan Documents.

15.4 Payments.

(i) All payments shall be applied first to the payment of all fees, expenses and other amounts due to the Administrative Agent (excluding principal and interest), then to all expenses, costs, indemnity claims due to the Lenders (excluding principal and interest), then to accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default, payments will be applied to the obligations of Borrower to Administrative Agent and the Lenders as set forth herein.

(ii) Any payments required by this Agreement, the Note or any of the other Loan Documents, or any other instruments or agreements executed in connection herewith or therewith, may (but not before the due date thereof) be deducted by each Lender from the amount, if any, not already advanced, and the same shall be deemed to be a Loan Advance, or may be deducted from any Loan Advance due hereunder. Any attorneys' fees, appraisal charge, inspection fee, or any other expense payable by Borrower as herein provided for, or incurred in connection with the drafting of the Loan Documents and other instruments evidencing or securing the Obligations and all other Loan Documents may be likewise deducted from the amounts, if any, not already advanced or from any Loan Advance payable to Borrower and, in any event, charged as a Loan Advance hereunder.

15.5 Parties Bound. The provisions of this Agreement and of each of the other Loan Documents shall be binding upon and inure to the benefit of Borrower and the Administrative Agent and each of the Lenders and their respective successors and assigns, except as otherwise prohibited by this Agreement or any of the other Loan Documents.

This Agreement is a contract by and among Borrower, the Administrative Agent and each of the Lenders for their mutual benefit, and no third person shall have any right, claim or interest against either Administrative Agent, any of the Lenders or Borrower by virtue of any provision hereof.

15.6 Governing Law; Consent to Jurisdiction; Mutual Waiver of Jury Trial.

15.6.1 Substantial Relationship. It is understood and agreed that all of the Loan Documents were negotiated, executed and delivered in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

15.6.2 Place of Delivery. Borrower agrees to furnish to Administrative Agent at the Administrative Agent's office in Boston, Massachusetts all further instruments, certifications and documents to be furnished hereunder.

15.6.3 Governing Law. This Agreement, except as otherwise provided in Section 15.6.4, and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of law, except insofar as the formation of Borrower under Delaware law requires Delaware law to apply with respect to matters of authorization to enter into the transactions contemplated by this Agreement.

15.6.4 Exceptions. Notwithstanding the foregoing choice of law:

(i) The procedures governing the enforcement by Administrative Agent of its foreclosure and other remedies under the Security Documents and under the other Loan Documents with respect to each Collateral Property shall be governed by the laws of the State in which such Collateral Property is located;

(ii) Administrative Agent shall comply with applicable law of such State to the extent required by the law of such jurisdiction in connection with the foreclosure of the security interests and liens created under the Security Documents and the other Loan Documents with respect to each Collateral Property or other assets situated in such State; and

(iii) provisions of Federal law and the law of such State shall apply in defining the terms Hazardous Materials, Environmental Legal Requirements and Legal Requirements applicable to each Collateral Property as such terms are used in this Loan Agreement, the Environmental Indemnity and the other Loan Documents.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of any other State shall apply to any parties, rights and obligations under any of the Loan Documents, which, except as expressly provided in clauses (i), (ii) and (iii) of this Section 15.6.4, are and shall continue to be governed by the substantive law of the State of New York, except as set forth in clauses (i), (ii) and (iii) of this Section 15.6.4. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of any other State is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to in this Loan Agreement or in the other Loan Documents. The parties further agree that the Administrative Agent may enforce its rights under the Loan Documents including, but not limited to, its rights to sue the Borrower or to collect any outstanding indebtedness in accordance with applicable law.

15.6.5 Consent to Jurisdiction. Borrower hereby consents to personal jurisdiction in any State of New York court located in the First Department of the New York State Unified Court System or Federal court located within the Southern District of the State of New York.

15.6.6 JURY TRIAL WAIVER. BORROWER, ADMINISTRATIVE AGENT, AND EACH OF THE LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LOAN AGREEMENT, ARISING OUT OF, UNDER

OR IN CONNECTION WITH THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF ADMINISTRATIVE AGENT OR ANY LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ADMINISTRATIVE AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ADMINISTRATIVE AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER, ADMINISTRATIVE AGENT, AND EACH OF THE LENDERS TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

15.7 Survival. All representations, warranties, covenants and agreements of Borrower, or a Loan Party, herein or in any other Loan Document, or in any notice, certificate, or other paper delivered by or on behalf of Borrower or a Loan Party pursuant hereto are significant and shall be deemed to have been relied upon by Administrative Agent and each of the Lenders notwithstanding any investigation made by Administrative Agent or any of the Lenders or on its behalf and shall survive the delivery of the Loan Documents and the making of the Loan pursuant thereto. No review or approval by Administrative Agent or the Lenders or any of their representatives, of any opinion letters, certificates by professionals or other item of any nature shall relieve Borrower or anyone else of any of the obligations, warranties or representations made by or on behalf of Borrower or a Loan Party, or any one or more of them, under any one or more of the Loan Documents.

15.8 Cumulative Rights. All of the rights of Administrative Agent and the Lenders hereunder and under each of the other Loan Documents and any other agreement now or hereafter executed in connection herewith or therewith, shall be cumulative and may be exercised singly, together, or in such combination as Administrative Agent may determine in its sole good faith judgment.

15.9 Claims Against Administrative Agent or Lenders.

15.9.1 Borrower Must Notify. The Administrative Agent and each of the Lenders shall not be in default under this Agreement, or under any other Loan Document, unless a written notice specifically setting forth the claim of Borrower shall have been given to Administrative Agent and each of the Lenders within thirty (30) days after Borrower first had actual knowledge or actual notice of the occurrence of the event which Borrower alleges gave rise to such claim and Administrative Agent or any of the Lenders does not remedy or cure the

default, if any there be, with reasonable promptness thereafter. Such actual knowledge or actual notice shall refer to what was actually known by, or expressed in a written notification furnished to, any of the persons or officials referred to in Exhibit D as Authorized Representatives.

15.9.2 Remedies. If it is determined by the final order of a court of competent jurisdiction, which is not subject to further appeal, that Administrative Agent or any of the Lenders has breached any of its obligations under the Loan Documents and has not remedied or cured the same with reasonable promptness following notice thereof, Administrative Agent's and each of the Lenders' responsibilities shall be limited to: (i) where the breach consists of the failure to grant consent or give approval in violation of the terms and requirements of a Loan Document, the obligation to grant such consent or give such approval and to pay Borrower's reasonable costs and expenses including, without limitation, reasonable attorneys' fees and disbursements in connection with such court proceedings; and (ii) in the case of any such failure to grant such consent or give such approval, or in the case of any other such default by Administrative Agent or any of the Lenders, where it is also so determined that Administrative Agent or any of the Lenders acted in gross negligence or bad faith, the payment of any actual, direct, compensatory damages sustained by Borrower as a result thereof plus Borrower's reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements in connection with such court proceedings. Without limiting the foregoing, neither the Administrative Agent nor any Lender or any of their related Indemnified Parties shall be liable to the Borrower or any of the Loan Parties or their respective employees, officers, directors, agents, advisors or attorneys other than for their own gross negligence, willful misconduct or bad faith, except as otherwise provided in clause (i) above.

15.9.3 Limitations. In no event, however, shall Administrative Agent and each of the Lenders be liable to Borrower or to any Loan Party or anyone else for other damages such as, but not limited to, indirect, speculative or punitive damages whatever the nature of the breach by Administrative Agent or any of the Lenders of its obligations under this Loan Agreement or under any of the other Loan Documents. In no event shall Administrative Agent or any of the Lenders be liable to Borrower or to any Loan Party or anyone else unless a written notice specifically setting forth the claim of Borrower shall have been given to Administrative Agent and each of the Lenders within the time period specified above.

15.10 Regarding Consents. Except to the extent expressly provided herein, any and all consents to be made hereunder by the Administrative Agent, Required Lenders, or Lenders shall be in the sole and absolute discretion of the Party to whom consent rights are given hereunder.

15.11 Obligations Absolute. Except to the extent prohibited by applicable law which cannot be waived, the Obligations of Borrower and the obligations of the Guarantor and the other Loan Parties under the Loan Documents shall be joint and several, absolute, unconditional and irrevocable and shall be paid strictly in accordance with the terms of the Loan Documents under all circumstances whatsoever, including, without limitation, the existence of any claim, set off, defense or other right which Borrower or any Loan Party may have at any time against Administrative Agent or any of the Lenders whether in connection with the Loan or any unrelated transaction.

15.12 Table of Contents, Title and Headings. Any Table of Contents, the titles and the headings of sections are not parts of this Loan Agreement or any other Loan Document and shall not be deemed to affect the meaning or construction of any of its or their provisions.

15.13 Counterparts. This Loan Agreement and each other Loan Document may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of such loan agreement is sought.

15.14 Satisfaction of Commitment Letter. The Loan being made pursuant to the terms hereof and of the other Loan Documents is being made in satisfaction of Administrative Agent's and each of the Lenders' obligations under the Commitment Letter dated February 26, 2008, as amended. The terms, provisions and conditions of this Agreement and the other Loan Documents supersede the provisions of the Commitment Letter.

15.15 Time Of the Essence. Time is of the essence of each provision of this Agreement and each other Loan Document.

15.16 No Oral Change. This Loan Agreement and each of the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought (except no such writing shall be required for any party which, pursuant to a specific provision of any Loan Document, is required to be bound by changes without such party's assent). In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealings or the like be effective to amend, terminate, extend or otherwise modify this Loan Agreement or any of the other Loan Documents.

15.17 Monthly Statements. While Administrative Agent may issue invoices or other statements on a monthly or periodic basis (a "Statement"), it is expressly acknowledged and agreed that: (i) the failure of Administrative Agent to issue any Statement on one or more occasions shall not affect Borrower's obligations to make payments under the Loan Documents as and when due; (ii) the inaccuracy of any Statement shall not be binding upon Lenders and so Borrower shall always remain obligated to pay the full amount(s) required under the Loan Documents as and when due notwithstanding any provision to the contrary contained in any Statement; (iii) all Statements are issued for information purposes only and shall never constitute any type of offer, acceptance, modification, or waiver of the Loan Documents or any of Lenders' rights or remedies thereunder; and (iv) in no event shall any Statement serve as the basis for, or a component of, any course of dealing, course of conduct, or trade practice which would modify, alter, or otherwise affect the express written terms of the Loan Documents.

15.18 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction completed hereby, the Borrower and each other Loan Party acknowledges and agrees that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent and Keybank Capital Markets LLC (the "Arranger") and the

Lenders, on the other hand, and the Borrower and each other Loan Party is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); and (ii) the Administrative Agent, the Lenders and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Borrower and the other Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, each Lender and/or the Arranger with respect to any breach or alleged breach of agency or fiduciary duty.

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LENDER:

KEYBANK, NATIONAL ASSOCIATION,  
a national banking association

By:         /s/ Jeffrey M. Morrison        

Name: Jeffrey M. Morrison  
Title: Senior Banker

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LENDER:

RAYMOND JAMES BANK, FSB

By: /s/ Steven F. Paley  
Name: Steven F. Paley  
Title: Senior Vice President

S-3

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LENDER:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ Peter J. Ostrowski  
Name: Peter J. Ostrowski  
Title: Vice President

S-4

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LENDER:

TD BANK, N.A.

By: /s/ David Yesue  
Name: David Yesue  
Title: Assistant Vice President

S-5

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LENDER:

REGIONS BANK

By: /s/ Lori Chambers  
Name: Lori Chambers  
Title: Vice President

S-6

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LENDER:

CITIZENS BANK OF PENNSYLVANIA

By: /s/ Kellie Anderson

Name: Kellie Anderson

Title: Senior Vice President

S-7

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LENDER:

TRISTATE CAPITAL BANK

By: /s/ Joseph L. Rago

Name: Joseph L. Rago

Title: Senior Vice President

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EXHIBIT A TO LOAN AGREEMENT

DEFINITIONS

Additional Collateral Request as defined in Section 3.5.

Administrative Agent. KeyBank, National Association, acting as agent for the Lenders.

Adjusted Appraised Value. With respect to any Collateral Property that is the subject of an Appraisal, the as stabilized appraised value set forth in such Appraisal, as such may be reviewed and adjusted by the Administrative Agent acting reasonably and in good faith.

Adjusted FFO shall mean, for CSC, net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from (i) debt restructurings, (ii) sales of real property, and (iii) extraordinary and/or nonrecurring items, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures, as set forth in more detail under the definitions and interpretations thereof relative to funds from operations promulgated by the National Association of Real Estate Investment Trusts or its successor.

Adjusted LIBO Rate. The term "Adjusted LIBO Rate" means for each Interest Period the rate per annum obtained by dividing (i) the LIBO Rate for such Interest Period, by (ii) a percentage equal to one hundred percent (100%) minus the maximum reserve percentage applicable during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System for determining the maximum reserve requirements (including, without limitation, any basic, supplemental, marginal and emergency reserve requirements) for Administrative Agent (or of any subsequent holder of a Note which is subject to such reserve requirements) in respect of liabilities or assets consisting of or including Eurocurrency liabilities (as such term is defined in Regulation D of the Board of Governors of the Federal Reserve System) having a term equal to the Interest Period.

Adjusted Net Operating Income: For any period of determination, for any Individual Property, the Pro Rata share of (i) Net Operating Income less (ii) management fees (calculated as the greater of either 3% of total revenue or actual management expenses incurred), to the extent not already deducted from Net Operating Income, less (iii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of completed improvements.

Administrative Questionnaire means an Administrative Questionnaire in a form supplied by the Administrative Agent.

Affiliate shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (i) to vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (ii) to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

Agreement as defined in the Preamble.



Applicable Margin shall mean for LIBO Rate Loans and for Variable Rate Loans, respectively, the following

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Applicable Margin for LIBO Rate Loans  
225 basis points

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Applicable Margin for Variable Rate Loans  
75 basis points

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Appraisal shall mean an MAI appraisal ordered by the Administrative Agent in form and substance acceptable to the Required Lenders and prepared by an appraiser acceptable to the Administrative Agent.

Approved Anchor Tenant means a tenant that meets any one of the following tests, as determined by the Required Lenders:

1. The tenant is national in nature, or publicly traded on a major stock exchange;
2. The Tenant holds an investment grade rating by Standard & Poor's Ratings Group, a division of McGraw-Hill Corporation, Moody's Investor Service, Inc. or another nationally recognized rating agency reasonably acceptable to the Administrative Agent;
3. The tenant is one of the ten largest tenant of properties owned by the Borrower and the Borrower Subsidiaries (calculated either by reference to square footage or by annualized base rent); or
4. The tenant is either the first or second largest in its subject competitive market by market share (either by general/global market share, or specific market share in the subject Individual Property's market).

Approved Fund means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

Arranger as defined in the cover page.

Assignee Group means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

Assignment and Acceptance as defined in Section 13.3.1.

Authorized Representatives as defined in Section 4 and listed on Exhibit D.

Availability shall mean, from time to time, an amount determined by the Administrative Agent as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, equal to the lesser of the following:

- (a) The aggregate of the following for the Borrowing Base Properties:
- i. For each Borrowing Base Property which is not an OD Property, the lesser of (A) seventy percent (70%) of the Borrowing Base Value of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, or (b) seventy percent (70%) of the total costs as set forth on the Construction Budget for such Borrowing Base Property; plus
  - ii. For each Borrowing Base Property which is an OD Property, the aggregate of (A) seventy percent (70%) of the Borrowing Base Value of the completed component of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, plus (B) the lesser of (I) seventy percent (70%) of the Borrowing Base Value of the development component of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, or (II) seventy percent (70%) of the total costs as set forth on the Construction Budget for the development component of such Borrowing Base Property.
- (b) the Implied Loan Amount.

Banking Day. The term "Banking Day" means a day on which banks are not required or authorized by law to close in the city in which Administrative Agent's principal office is situated.

BOFA Credit Agreement means that certain Loan Agreement dated as of January 30, 2004 entered into between Bank of America, N.A. , as administrative agent, the various lenders party thereto, and the Borrower, as the same has been (or may in the future be) amended or modified from time to time.

BOFA Event of Default means an "Event of Default" as defined under the BOFA Credit Agreement.

Book Value shall mean the value of such property or asset, as determined in accordance with GAAP.

Borrower as defined in the Preamble.

Borrower GP shall mean CSC.

Borrower Subsidiaries shall mean, individually and collectively, all of the Subsidiaries of the Borrower and/or CSC.

Borrower Reduction Date as defined in Section 2.2.2.(ii).

Borrower Termination Date as defined in Section 2.2.2.(i).

Borrowing Base Property and Borrowing Base Properties. The Individual Properties initially listed in Exhibit J hereto, plus any Individual Property which subsequently becomes a Borrowing Base Property in accordance with Section 3.5, hereof, but not including (i) any Borrowing Base Property which is determined by the Administrative Agent to no longer be a Borrowing Base Property in accordance with Section 3.4, hereof, or (ii) any Borrowing Base Property which is released as Collateral in accordance with Section 3.3, hereof.

Borrowing Base Property Requirements

- (a) The Individual Property satisfies all Eligibility Criteria.
- (b) The Borrower (or applicable Loan Party) has executed all Security Documents in connection with such Individual Property, including, without limitation, the Security Documents set forth in Sections 3.1.1 through and including Section 3.1.6, hereof.
- (c) The Individual Property is owned, ground leased or net leased by a Wholly-Owned Subsidiary of the Borrower, CSC or a JV Entity, except as otherwise approved by the Administrative Agent and the Lenders.
- (d) Administrative Agent and the Required Lenders shall have received and completed a satisfactory review of such due diligence as the Administrative Agent and the Required Lenders may reasonably require (with the Borrower delivering such due diligence to the Administrative Agent for delivery to the Lenders) with respect to any Individual Property (with the Administrative Agent agreeing to use reasonable efforts to utilize any due diligence previously submitted by the Borrower and received by the Administrative Agent pursuant the BOFA Credit Agreement), including, as applicable and to the extent available given the current status and nature of the development of the Individual Property, without limitation:
  - (i) A mortgagee's title insurance policy naming the Administrative Agent, on behalf of the Lenders, as the first mortgagee, which meets Administrative Agent's title insurance requirements previously furnished to Borrower to the reasonable satisfaction of Administrative Agent and Administrative Agent's counsel; and such other evidence of the perfection of its security interests as Administrative Agent and Administrative Agent's counsel may reasonably require;
  - (ii) A site plan and a current, on site instrument survey of the Individual Property containing a certification thereon, or on a separate surveyor's certificate, of a land surveyor reasonably acceptable to Administrative Agent which meets Administrative Agent's survey requirements previously furnished to Borrower to the reasonable satisfaction of Administrative Agent and its counsel;
  - (iii) If the Individual Property is ground leased by the Borrowing Base Property Owner, a copy of the Ground Lease. Further, in the event that the

ground lessor of the Individual Property is (x) an Affiliate of any Loan Party, the said ground lessor shall join in the Mortgage to include within the Collateral the fee interest in the said Individual Property or (y) not an Affiliate of any Loan Party, the Administrative Agent shall receive an Estoppel Certificate in the form of Exhibit EC annexed hereto from the ground lessor or in the form required by the ground lease provided such form is reasonably acceptable to the Administrative Agent.

(iv) The Borrower has utilized reasonable efforts to obtain executed estoppel certificates and subordination, nondisturbance and attornment agreements from tenants under Major Leases;

(v) Copies of all Major Leases (or letters of intent) and, to the extent required by the Administrative Agent, copies of other Leases;

(vi) A copy of the property management agreement with respect to the Individual Property, if any, and, if requested by the Administrative Agent, a consent by the property manager to the collateral assignment of the property management agreement to the Administrative Agent, on behalf of the Lenders;

(vii) A copy of any reciprocal easement agreements or other development or similar agreements with respect to the Individual Property and, only if there are material financial obligations of a recurring and defined nature payable by the owner of the Borrowing Base Property thereunder, if requested by the Administrative Agent, an estoppel certificate from all of the parties thereto in form and substance reasonably acceptable to the Administrative Agent;

(viii) Evidence of existence of all Licenses and Permits to evidence compliance with Legal Requirements with respect to the construction, use and operation of the Individual Property, to the extent same are then available given the current status of the Individual Property;

(ix) Evidence of insurance complying with the requirements of Exhibit E, hereto;

(x) A current Appraisal showing the Adjusted Appraised Value;

(xi) A current environmental Phase I Site Assessment performed by a firm reasonably acceptable to the Administrative Agent within six (6) months of submission to the Administrative Agent, which indicates the property is free from recognized hazardous materials or substances apparent from the inspection, or affected by such environmental matters as may be reasonably acceptable to the Administrative Agent and each of the Required Lenders in their sole and absolute discretion;

(xii) A current structural report performed by a firm reasonably acceptable to the Administrative Agent within six (6) months of submission to the Administrative Agent relative to any improvements on the Individual Property

(excluding those improvements contemplated to be replaced in connection with the development or renovation of the Individual Property);

(xiii) With respect to an Individual Property to be developed or renovated, a pro forma construction budget detailing the total development costs of the project to the time at which said project becomes a Stabilized Asset, including the interest reserve and contingencies (the "Construction Budget"), together with a development schedule detailing start date, schedule of draws/payment of project costs and a completion date, as well as projected timeline of issuance of Licenses and Permits, if not previously issued;

(xiv) The Operating Pro Forma;

(xv) An executive summary describing the project, and a leasing status and prospect schedule; and

(xvi) Such other real estate documents reasonably deemed appropriate for commercially reasonable underwriting by the Administrative Agent in respect of the Borrowing Base Property.

Notwithstanding the foregoing, the requirements set forth in sections (xiii), (xiv) and (xv) above shall not be required to be satisfied as to the development component of an OD Property until such time as the Borrower requests that Availability be created by such development component.

Borrowing Base Property Owner and Borrowing Base Property Owners shall mean, from time to time, the Wholly-Owned Subsidiary or Subsidiaries of the Borrower or CSC, or the JV Entity which is or are the owner or owners of the fee simple interest in, or the approved ground lessee of, a Borrowing Base Property or the Borrowing Base Properties.

Borrowing Base Value shall mean the Adjusted Appraised Value of such Borrowing Base Property, as determined by the most recent Appraisal of such Borrowing Base Property.

Breakage Fees as defined in Section 2.3.15.

Business Day shall mean any day of the year on which offices of Administrative Agent are not required or authorized by law to be closed for business in New York, New York. If any day on which a payment is due is not a Business Day, then the payment shall be due on the next day following which is a Business Day, and such extension of time shall be included in computing interest and fees in connection with such payment. Further, if there is no corresponding day for a payment in the given calendar month (i.e., there is no "February 30th"), the payment shall be due on the last Business Day of the calendar month. Saturday and Sunday shall never be considered a Business Day.

Calculation Date shall mean the last day of each calendar quarter commencing with March 31, 2008.

Calculation Period shall mean for each Calculation Date, the just completed calendar quarter (inclusive of the applicable Calculation Date).

Capital Stock shall mean (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including without limitation, each class or series of common stock and preferred stock of such Person and (ii) with respect to any Person that is not a corporation, any and all investment units, partnership, membership or other equity interests of such Person.

Cash Collateral has the meaning specified in Section 2.7.7.

Cash Collateralize has the meaning specified in Section 2.7.7.

Cash Flow Projections shall mean a detailed schedule in the form of Schedule CF attached hereto and made a part hereof, and subject to change as shall be detailed in the respective Officer's Certificate to be provided to the Administrative Agent as set forth herein.

Change of Control shall mean the occurrence of any of the following:

(a) The acquisition by any Person, or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) of Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), directly or indirectly, of 50% or more of the outstanding shares of voting stock of CSC, other than short term acquisitions necessary in connection with the ultimate sale or other offerings of equity interests otherwise permitted hereunder;

(b) During any period of twelve (12) consecutive calendar months, individuals:

(1) who were directors of CSC on the first day of such period; or

(2) whose election or nomination for election to the board of directors of CSC was recommended or approved by at least a majority of the directors then still in office who were directors of CSC on the first day of such period, or whose election or nomination for election was so approved,

shall cease to constitute a majority of the board of directors of CSC; or

(c) CSC shall cease to be the sole general partner of Borrower; or

(d) CSC shall cease to own a minimum of 50% of the beneficial ownership interest in the Borrower, or

(e) With respect to any Borrowing Base Property Owner, the transfer of any ownership interest therein such that such Borrowing Base Property Owner is not a Wholly-Owned Subsidiary of the Borrower, CSC or a JV Entity.

Closing Compliance Certificate as defined in Section 5.1.2(ii).

Closing Date as defined in Section 5.1.

Code shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to the Code are to the Code, as in effect at the date of this Agreement and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

Collateral as defined in Section 3.1.

Collateral Property and Collateral Properties shall mean any Borrowing Base Property or Borrowing Base Properties and other Individual Properties which (i) were a Borrowing Base Property, (ii) were no longer deemed such under Section 3.4.1, and (iii) for which the Release Conditions have not been satisfied, as described in Section 3.4.3.

Collateral Release Request as defined in Section 3.3.

Combined EBITDA shall mean the sum of the Pro Rata share of EBITDA for each Consolidated CSC Entity and each Unconsolidated CSC Entity.

Commitment shall mean, with respect to each Lender, the amount set forth on Exhibit I hereto as the amount of such Lender's commitment to make advances to the Borrower, as may be amended from time to time by the Administrative Agent as provided in Article 13 or in Article 2.

Commitment Percentage shall mean, with respect to each Lender, the percentage set forth on Exhibit I hereto as such Lender's percentage of the aggregate Commitments of all of the Lenders, as may be amended from time to time by the Administrative Agent as provided in Article 13 or in Article 2.

Consolidated or Consolidating means consolidated or consolidating as defined in accordance with GAAP.

Consolidated CSC Entity or Consolidated CSC Entities shall mean, singly and collectively, the Borrower, CSC, and any Wholly-Owned Subsidiary of the Borrower or CSC.

Cost to Repair as defined in Section 14.3.1.

CSC as defined in Section 1.4.

CSC Party and CSC Parties shall mean, singly and collectively, each Loan Party and each Borrower Subsidiary.

Debt shall mean, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money, (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than property and services purchased, and expense accruals and deferred compensation items arising, in the ordinary course of business), (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business), (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or

sale of such property), (v) all obligations of such Person under leases which have been, or should be, in accordance with generally accepted accounting principles, recorded as capital leases, to the extent required to be so recorded, (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities (other than letters of credit in support of trade obligations or in connection with workers' compensation, unemployment insurance, old-age pensions and other social security benefits in the ordinary course of business), (vii) all Debt in the nature of that referred to in clauses (i) through (vi) above which is guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (A) to pay or purchase such Debt or to advance or supply funds for the payment or purchase of such Debt, (B) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt against loss in respect of such Debt, (C) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (D) otherwise to assure a creditor against loss in respect of such Debt, (viii) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any indebtedness or other obligation of any Person, either directly or indirectly, of the nature described in clauses (i) through (vi), and (ix) all Debt referred to in clauses (i) through (vi) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien, security interest or other charge or encumbrance upon or in property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt. For the purposes of the calculation of the Financial Covenants, Debt of any entity in which a Person owns an ownership interest shall be calculated on a Pro Rata basis, unless such Person has delivered a guaranty or other indemnity in connection with such Debt creating a greater proportionate liability, in which event, such greater liability shall apply.

Default as defined in Section 10.1.

Default Rate as defined in Section 2.3.13.

Delinquent Lender as defined in Section 13.2.8.

Depository Account as defined in Section 7.14.1.

Development Assets shall mean Individual Properties as to which construction of the associated or contemplated improvements has commenced (either new construction or substantial renovation) but has not yet been completed such that a certificate of occupancy (or the local equivalent) for a substantial portion of the intended improvements has not yet been issued or, for any completed project, until the earlier to occur of (a) such Individual Property becoming a Stabilized Asset, or (b) one hundred eighty (180) days after completion.

Distribution shall mean, with respect to any Person, that such Person has paid a dividend or returned any equity capital to its stockholders, members or partners or made any other distribution, payment or delivery of property (other than common stock or partnership or membership interests of such Person) or cash to its stockholders, members or partners as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any



shares of any class of its capital stock or any membership or partnership interests (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests), or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the capital stock or any membership or partnership interests of such Person (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests). Without limiting the foregoing, "Distributions" with respect to any Person shall also include all payments made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans.

Dollars shall mean lawful money of the United States.

Drawdown Date as defined in Section 2.1.2(i).

EBITDA shall mean for any Person the sum of (i) net income (or loss), *plus* (ii) actual interest paid or payable respecting all Debt to the extent included as an expense in the calculation of net income (or loss), *plus* (iii) total Tax Expenses to the extent included as an expense in the calculation of net income (or loss), *plus* (iv) total depreciation and amortization expense, to the extent included as an expense in the calculation of net income (or loss), *plus* (v) losses from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as an expense in the calculation of net income, *minus* (vi) gains from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as income in the calculation of net income, *minus* (vii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of improvements, *adjusted* (viii) for the elimination of straight line rents, all of the foregoing as determined in accordance with GAAP, as appropriate. Without limiting the generality of the foregoing, in determining EBITDA, net income shall include as income, Rent Loss Proceeds.

Effective LIBO Rate. The term "Effective LIBO Rate" means the per annum rate equal to the aggregate of (x) the Adjusted LIBO Rate, plus (y) the Applicable Margin for Effective LIBO Rate Loans.

Effective LIBO Rate Advance. The term "Effective LIBO Rate Advance" means any principal outstanding under this Agreement which pursuant to this Agreement bears interest at the Effective LIBO Rate.

Eligibility Criteria shall mean the following criteria which must be satisfied in a manner acceptable to the Administrative Agent and the Required Lenders for each Borrowing Base Property:

- (a) the Borrowing Base Property is to be constructed, renovated, expanded or completed retail center located in the contiguous 48 states of the United States owned by a Borrowing Base Property Owner and within one of the Borrower's core markets, and is in scope and of asset quality consistent with the Borrower's grocery-anchored retail real estate assets, other retail real estate assets existing on the date hereof or other real estate assets approved by the Administrative Agent;

- (b) the Borrower provides reasonably acceptable existing and/or projected operating and leasing information;
- (c) the proposed construction of such Borrowing Base Property (or the renovation or expansion thereof) is scheduled for substantial completion at least ninety (90) days prior to the Initial Maturity Date, or if the Loan has been extended, the Extended Maturity Date;
- (d) the Borrower provides a certification as to the absence of any material environmental issues;
- (e) the Borrower provides certification as to the absence of any material structural issues, if applicable;
- (f) a minimum of fifty percent (50%) of the projected or existing gross leaseable area in the Borrowing Base Property (or in the proposed expanded or renovated area thereof) has been leased pursuant to lease(s), approved by the Administrative Agent if and to the extent approval is required herein, with at least one tenant being an Approved Anchor Tenant, unless otherwise approved by all of the Lenders;
- (g) Unless otherwise approved by all of the Lenders, upon completion of the Borrowing Base Property (or portion thereof to be developed or improved), the ratio of Pro Forma Annual Net Operating Income (based on executed leases and letters of intent then in place) to Projected Debt Service for the Borrowing Base Property shall be no less than 1.0 to 1.0; and
- (h) no liens or encumbrances shall exist on the Borrowing Base Property upon its inclusion as a Borrowing Base Property, other than Permitted Liens.

Eligible Assignee shall mean any Person that meets the requirements to be an assignee under Section 13.3.1, subject to such consents, if any, as may be required under Section 13.3.1.

Environmental Indemnity as defined in Section 3.1.5.

Environmental Legal Requirements as defined in the Environmental Indemnity.

Equity Requirement means, with respect to each Borrowing Base Property Owner, an upfront equity investment to be made and maintained at all times in such Borrowing Base Property Owner equal to thirty percent (30%) of the total development costs reflected in the Construction Budget submitted by the Borrower in connection with the approval of such Borrowing Base Property (or, with respect to the development component of an OD Property, at such time as the Borrower requests that Availability be created by such development component), which Equity Requirement may be funded by Loans advanced under this Agreement with respect to other Borrowing Base Properties.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references

to ERISA are to ERISA, as in effect at the date of this Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

ERISA Affiliate shall mean each person (as defined in Section 3(9) of ERISA) which together with either Borrower or a Loan Party would be deemed to be a “single employer” (i) within the meaning of Section 414(b), (c), (m) or (o) of the Code or (ii) as a result of either Borrower or a Loan Party being or having been a general partner of such person.

Established Loan Amount shall mean, as of June 13, 2008, One Hundred Fifty Million Dollars (\$150,000,000.00), and thereafter, such adjusted amount as may be implemented under Sections 2.1.1(iii) or 2.2.2 above.

Event of Default as defined in Section 10.1.

Event of Loss shall mean, with respect to any Collateral Property, any of the following: (a) any loss or destruction of, or damage to, such Collateral Property; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Collateral Property, or confiscation of such Collateral Property or the requisition of such Collateral Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Collateral Property or any portion thereof in lieu of any such condemnation, seizure or taking.

Extended Maturity Date as defined in Section 2.2.1.

Extended Term as defined in Section 2.2.1.

Excluded Taxes shall mean taxes imposed on or measured by the overall net income of any Lender or any agent of Lender and all franchise or gross receipts tax of any Lender or any agent of any Lender.

Federal Funds Rate shall mean: For any day, a fluctuating interest rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by the Administrative Agent.

Financial Covenants shall mean those covenants of the Borrower set forth in Sections 7.19, 7.20, 7.21, 7.22, 7.23 and 7.24.

Fiscal Year shall mean each twelve month period commencing on January 1 and ending on December 31.

Fixed Charges shall mean the aggregate of the Pro Rata share of all (a) Interest Expenses (excluding any interest expenses required to be capitalized under GAAP), (b) regularly scheduled principal amortization payments (other than any final “balloon” payments due at maturity) on all Debt of the Consolidated CSC Entities and the Unconsolidated CSC Entities, (c)

preferred dividend payments or required Distributions (other than Distributions by the Borrower to holders of OP units and Distributions by CSC to common equity holders) paid or payable by the Consolidated CSC Entities and the Unconsolidated CSC Entities, (d) Ground Lease Payments unless already deducted from Net Operating Income or Combined EBITDA, and (e) Tax Expenses for the Consolidated CSC Entities and the Unconsolidated CSC Entities, all of the foregoing as determined in accordance with GAAP.

Fixed Charge Ratio shall mean, for each Calculation Period, the ratio of (a) Combined EBITDA to (b) Fixed Charges.

Foreign Lender means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

Formation Documents shall mean, singly and collectively, the partnership agreements, joint venture agreements, limited partnership agreements, limited liability company or operating agreements and certificates of limited partnership and certificates of formation, articles (or certificate) of incorporation and by-laws and any similar agreement, document or instrument of any Person, as amended subject to the terms and provisions hereof.

Fund means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

Funding Date as defined in Section 5.1.

Funding Evidence shall mean, in connection with the Borrower raising the funds necessary to make a Mandatory Principal Payment as required under Section 2.3.8(i), evidence in connection with (i) the sale of any asset, that the Borrower has entered into a sales agreement, letter of intent, or listed the asset for sale with a recognized broker or (ii) the financing or refinancing of an asset, that the Borrower has obtained a commitment for such financing or submitted a loan application to a recognized financial institution, the proceeds of which together with such other funds as are available to the Borrower will be sufficient to make the required payment.

GAAP shall mean generally accepted accounting principles in the United States of America as of the date applicable.

Governmental Authority shall mean any court, board, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

Ground Leases shall mean, from time to time, any Ground Lease relative to an Individual Property and with respect to Ground Leases covering Borrowing Base Properties, for which the Administrative Agent has given its prior written approval.

Ground Lease Payments shall mean the sum of the Pro Rata share of (i) payments made by the Consolidated CSC Entities under Ground Leases, plus (ii) payments made under Ground Leases by Unconsolidated CSC Entities.

Guaranty as defined in Section 3.1.4.

Guarantor or Guarantors as defined in Section 1.4.

Hazardous Materials shall mean and include asbestos, mold, flammable materials, explosives, radioactive substances, polychlorinated biphenyls, radioactive substances, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be a detriment to the environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation of such laws, rules, codes or regulations.

Implied Debt Service shall mean the greater of (a) the annual amount of principal and interest payable on a hypothetical loan in an amount equal to the Implied Loan Amount, based upon a twenty-five (25) year direct reduction monthly amortization schedule and a per annum interest rate equal to the greater of (i) the actual blended interest rate for the Loan, or (ii) the 10-year Treasury Rate as of the Calculation Date plus 2.00%, or (b) an annual debt service constant of eight percent (8.00%).

Implied Debt Service Coverage Ratio shall mean as of each Calculation Date, the ratio of the Pro Forma Annual Net Operating Income for all Borrowing Base Properties to Implied Debt Service; such calculation and results to be as verified by the Administrative Agent.

Implied Loan Amount shall mean a principal amount which would generate as of any Calculation Date an Implied Debt Service Coverage Ratio of 1.20 to 1.00, which Implied Loan Amount may be revised by the Administrative Agent after the Closing Date or as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, to reflect additions, removals and other adjustments to the Borrowing Base Properties since the Closing Date or the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent.

Initial Maturity Date as defined in Section 2.2.1.

Initial Term as defined in Section 2.2.1.

Increased Cost Event as defined in Section 2.6.1.

Indemnified Party as defined in Section 7.17.

Individual Property and Individual Properties shall mean, from time to time, all real estate property owned or ground leased by any Consolidated CSC Entity or any Unconsolidated CSC Entity, together with all improvements, fixtures, equipment, and personalty relating to such property.

Insurance/Taking Release Conditions shall mean as to any Event of Loss, the following conditions: (a) the Cost to Repair is less than or equal to Five Hundred Thousand Dollars (\$500,000.00); (b) no Event of Default shall have occurred and be continuing; (c) the Borrowing Base Property and the use thereof after the Repair Work will be in compliance with, and permitted under, all applicable Legal Requirements; and (d) such Event of Loss does not materially impair access to the Borrowing Base Property.

Interest Expense shall mean the sum of the Pro Rata share of (i) the aggregate actual interest (whether expensed or capitalized) paid or payable respecting all Debt by the Consolidated CSC Entities, and (ii) the aggregate actual interest (whether expensed or capitalized) paid or payable by the Unconsolidated CSC Entities.

Interest Period.

(A) The term "Interest Period" means with respect to each Effective LIBO Rate Advance: a period of one (1), two (2), or three (3) consecutive months, subject to availability, as selected, or deemed selected, by Borrower at least two (2) Business Days prior to the initial date of such Effective LIBO Rate Advance, or if an advance is already outstanding, at least two (2) Business Days prior to the end of the current Interest Period. Each such Interest Period shall commence on the Business Day so selected, or deemed selected, by Borrower and shall end on the numerically corresponding day in the first, second, or third month thereafter, as applicable. Provided, however: (i) if there is no such numerically corresponding day, such Interest Period shall end on the last Business Day of the applicable month, (ii) if the last day of such an Interest Period would otherwise occur on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day; but (iii) if such extension would otherwise cause such last day to occur in a new calendar month, then such last day shall occur on the next preceding Business Day.

(B) The term "Interest Period" shall mean with respect to each Variable Rate Advance consecutive periods of one (1) day each.

(C) No Interest Period may be selected which would end beyond the then Maturity Date of the Loan. If the last day of an Interest Period would otherwise occur on a day which is not a Business Day, such last day shall be extended to the next succeeding Business Day, except as provided above in clause (A) relative to an Effective LIBO Rate Advance.

Investment shall mean the acquisition of any real property or tangible personal property or of any stock or other security, any loan, advance, bank deposit, money market fund, contribution to capital, extension of credit (except for accounts receivable arising in the ordinary course of business and payable in accordance with customary terms), or purchase or commitment or option to purchase or otherwise acquire real estate or tangible personal property or stock or other securities of any party or any part of the business or assets comprising such business, or any part thereof.

ISP means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

Issuer Documents means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Borrower Subsidiary) or in favor of the L/C Issuer and relating to any such Letters of Credit.

JV Entity means an entity formed by the Borrower or a Borrower Subsidiary and a JV Partner to own, develop and/or renovate and operate an Individual Property.

JV Partner means a third party who forms a JV Entity with the Borrower or a Borrower Subsidiary.

Knowledge or knowledge shall mean with respect to the Borrower, CSC and the Borrower Subsidiaries, (a) the actual knowledge of Leo S. Ullman, Brenda J. Walker, Lawrence E. Kreider, Jr. or Jeffrey L. Goldberg or (b) the actual knowledge of such Persons' successors to their positions (or positions similar thereto) as officers of CSC. Notwithstanding the foregoing, such named parties and their successors are not parties to this Agreement and shall have no liability for a breach of any representation, warranty, covenant or agreement deemed to be made to their actual knowledge.

Land Assets shall mean Individual Properties constituting raw or undeveloped land as to which construction of contemplated improvements has not commenced or which does not generate rental revenues under a Ground Lease.

Late Charge as defined in Section 2.3.14.

L/C Advance means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Commitment Percentage.

L/C Borrowing means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Loan Advance.

L/C Credit Extension means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

L/C Draw shall mean a payment made by the L/C Issuer pursuant to a Letter of Credit which was presented to the L/C Issuer for a draw of proceeds thereunder.

L/C Exposure shall mean, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, plus (b) the aggregate amount of all L/C Draws that have not yet been reimbursed by or on behalf of the Borrower, or repaid through a Loan Advance, at such time.

L/C Issuer means KeyBank, National Association in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

L/C Obligations means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn

under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 2.7.13. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

Lease shall mean any lease relative to all or any portion of an Individual Property.

Legal Requirements shall mean all applicable federal, state, county and local laws, by-laws, rules, regulations, codes and ordinances, and the requirements of any governmental agency or authority having or claiming jurisdiction with respect thereto, including, but not limited to, those applicable to zoning, subdivision, building, health, fire, safety, sanitation, the protection of the handicapped, and environmental matters and shall also include all orders and directives of any court, governmental agency or authority having or claiming jurisdiction with respect thereto.

Lenders as defined in the Preamble.

Lenders' Consultant as defined in Section 7.28.

Letter of Credit means any letter of credit issued hereunder.

Letter of Credit Application means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

Letter of Credit Expiration Date means the day that is seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

Letter of Credit Fee has the meaning specified in Section 2.7.9.

Letter of Credit Sublimit means an amount equal to \$15,000,000.00. The Letter of Credit Sublimit is part of, and not in addition to, the Total Commitment.

Leverage Ratio shall mean the quotient (expressed as a percentage) resulting from dividing (i) the aggregate of all Debt of the Consolidated CSC Entities and the Unconsolidated CSC Entities by (ii) the Total Asset Value.

LIBO Rate means, for any Interest Period with respect to an Effective LIBO Rate Advance, the rate per annum equal to the British Bankers Association LIBOR Rate (BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Effective LIBO Rate Advance being made, continued or converted by KeyBank, National Association and with a term equivalent to such Interest Period would be offered by KeyBank, National Association London Branch to



major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

Lien shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and mechanic's, materialmen's and other similar liens and encumbrances.

Licenses and Permits shall mean all licenses, permits, authorizations and agreements issued by or agreed to by any governmental authority, or by a private party pursuant to a Permitted Title Exception, and including, but not limited to, building permits, occupancy permits and such special permits, variances and other relief as may be required pursuant to Legal Requirements which may be applicable to any Collateral Property.

Line Fee as defined in Section 2.4.2.

Line Percentage shall mean 0.15% per annum.

Liquidation Proceeds. Amounts received by the Administrative Agent and/or the Lenders in the exercise of the rights and remedies under the Loan Documents (including, but not limited to, all rents, profits and other proceeds received by the Administrative Agent and/or the Lenders from the liquidation of, or exercising rights upon the occurrence of an Event of Default relative to, any Collateral, but not including any amount bid at a foreclosure sale or on behalf of the Administrative Agent or otherwise credited to the Borrower in, any deed-in-lieu of foreclosure or similar transaction).

Loan as defined in Section 1.3.

Loan Advances shall mean any advance of any proceeds of the Loan hereunder, and as defined in Section 2.1.1.

Loan Agenda shall mean that Document Agenda respecting the establishment of the Loan annexed hereto as Exhibit K, and for the addition of any Borrowing Base Property, the agenda of customary closing items provided by the Administrative Agent in connection therewith.

Loan Agreement as defined in the Preamble.

Loan Documents as defined in Section 3.2.

Loan Party and Loan Parties shall mean, singly and collectively, the Borrower, CSC, and any Borrower Subsidiary which is a party to any Loan Document, each Borrowing Base Property Owner, and any Subsidiary and Affiliate of any of the foregoing which is party to any Loan Document.

Loan Termination Date shall mean the Maturity Date.

London Banking Day. The term “London Banking Day” means any day on which dealings in deposits in Dollars are transacted in the London interbank market.

Major Event of Loss shall mean, with respect to any Borrowing Base Property, both (1) any of the following: (a) any loss or destruction of, or damage to, such Borrowing Base Property such that either (x) the repairs and restoration of any completed portion thereof to the condition immediately prior to such loss cannot be completed, in the judgment of the applicable Lender’s Consultant and if there is no Lender’s Consultant, an independent architect or engineer retained by the Borrower, within six (6) months after the occurrence of such loss, damage or destruction or (y) for any Stabilized Asset, rendering more than fifty (50%) percent of the said Borrowing Base Property unusable for the purposes conducted thereon immediately prior to such loss, destruction or damage, as determined by the applicable Lender’s Consultant and if there is no Lender’s Consultant, an independent architect or engineer retained by the Borrower; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Borrowing Base Property, or confiscation of such Borrowing Base Property or the requisition of such Borrowing Base Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Borrowing Base Property or any portion thereof in lieu of any such condemnation, seizure or taking, in any such case, rendering more than fifty (50%) percent of the said leaseable area of said Borrowing Base Property unusable for the purposes conducted or intended to be conducted thereon immediately prior to action, as determined by the applicable Lender’s Consultant and if there is no Lender’s Consultant, an independent architect or engineer retained by the Borrower, and (2) the Administrative Agent does not elect under Section 14.3.3 to make the Net Proceeds with respect to such Event of Loss available for Repair Work.

Major Lease shall mean (i) any Lease for space in any Borrowing Base Property (x) in excess of 25,000 rentable square feet, or (y) in excess of 15,000 rentable square feet and in excess of ten (10%) percent of the rentable square footage of such Borrowing Base Property, or (ii) any Lease with a tenant who is a tenant in more than one Borrowing Base Property and who leases 25,000 or more rentable square feet, in the aggregate, in all Borrowing Base Properties.

Mandatory Principal Payment as defined in Section 2.3.8(ii).

Material Adverse Effect shall mean a material adverse effect on (i) the business, assets, operations or financial or other condition of any of the Borrower, CSC, or, taken as a whole, the Loan Parties, (ii) the ability of any of the Borrower, CSC, or, taken as a whole, the Loan Parties to perform any material Obligations or to pay any Obligations which it is or they are obligated to pay in accordance with the terms hereof or of any other Loan Document, (iii) the rights of, or benefits available to, the Administrative Agent and/or any of the Lenders under any Loan Document or (iv) any Lien given to Administrative Agent and/or any of the Lenders on any material portion of the Collateral or the priority of any such Lien.

Maturity shall mean the Initial Maturity Date, or, if extended pursuant to the terms hereof, the Extended Maturity Date, or, in any instance, upon acceleration of the Loan, if the Loan has been accelerated by the Administrative Agent upon an Event of Default.

Maturity Date as defined in Section 2.2.1.

Maximum Loan Amount as defined in Section 2.1.1.

Net Operating Income: For any period of determination, (i) net operating income generated by an Individual Property for such period (i.e., gross operating income, inclusive of any rent loss insurance, less expenses (exclusive of debt service, capital expenditures and vacancy allowances and before depreciation and amortization)), determined in accordance with GAAP, as generated by, through or under Leases, and (ii) all other income arising from direct operations of or licenses or operating agreements for any part of the Individual Property determined on a GAAP basis. For purposes hereof, all rental income shall be adjusted for straight line rents. Borrower shall provide Administrative Agent with all information and materials required by Administrative Agent necessary for the determination of Net Operating Income. If any Leases are scheduled to expire during such period of determination, no rents or other amounts payable under such Leases with respect to any portion of such period occurring after such scheduled expiration date shall be included in the determination of Net Operating Income for such period. If any Leases are scheduled to commence (and rent and occupancy pursuant thereto are also scheduled to commence) during such period of determination, the rents and other amounts payable under such Leases with respect to any period occurring after the scheduled commencement date shall be included in the determination of Net Operating Income for such period.

Net Proceeds. (1) The net amount of all insurance proceeds received under any insurance policies other than Rent Loss Proceeds as a result of the occurrence of an Event of Loss described in clause (a) of the definition of Event of Loss with respect to any Collateral Property, after deduction of the reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, or (2) the net amount of all awards and payments received with respect to the occurrence of an Event of Loss described in clause (b) of the definition of Event of Loss, after deduction of the reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, whichever the case may be.

Net Worth shall mean (a) the sum of (i) total stockholders' equity and (ii) limited partners' interest in the Borrower as of the Calculation Date appearing on the consolidated financial statements of the Borrower and CSC, plus (b) depreciation and amortization provided after December 31, 2007 through the Calculation Date on a cumulative basis.

Non-Retail Assets shall mean Individual Properties that generate more than fifteen (15%) percent of base rental revenues from non-retail tenants.

Non-Stabilized Asset shall mean an Individual Property that is not a Stabilized Asset.

Note shall mean, collectively, the various promissory notes payable to each Lender in the aggregate original principal amount of the Established Loan Amount.

Notice of Default as defined in Section 13.1.6.

Notice of Rate Selection as defined in Section 2.3.3.

Obligations shall mean without limitation, all and each of the following, whether now existing or hereafter arising:

(a) Any and all direct and indirect liabilities, debts, and obligations of the Borrower or any Loan Party to the Administrative Agent, the L/C Issuer or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(b) Each obligation to repay any loan, advance, indebtedness, note, obligation, overdraft, or amount now or hereafter owing by the Borrower or any Loan Party to the Administrative Agent, the L/C Issuer or any Lender (including all future advances whether or not made pursuant to a commitment by the Administrative Agent, the L/C Issuer or any Lender) under or arising out of the Loan Documents, whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Administrative Agent, the L/C Issuer or any Lender may hold against the Borrower or any Loan Party including, without limitation, any obligation arising under any interest rate hedging, cap or other protection arrangement with the Administrative Agent, the L/C Issuer or any Lender.

(c) All notes and other obligations of the Borrower or any Loan Party now or hereafter assigned to or held by the Administrative Agent, the L/C Issuer or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(d) All interest, fees, and charges and other amounts which may be charged by the Administrative Agent, the L/C Issuer or any Lender to the Borrower or any Loan Party and/or which may be due from the Borrower or any Loan Party to the Administrative Agent, the L/C Issuer or any Lender from time to time under or arising out of the Loan Documents.

(e) All costs and expenses incurred or paid by the Administrative Agent, the L/C Issuer or any Lender in respect of any agreement between the Borrower or any Loan Party and the Administrative Agent, the L/C Issuer or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent, the L/C Issuer or any Lender (including, without limitation, costs of collection, attorneys' reasonable fees, and all court and litigation costs and expenses) in connection with the Loan.

(f) Any and all covenants of the Borrower or any Loan Party to or with the Administrative Agent, the L/C Issuer or any Lender and any and all obligations of the Borrower or any Loan Party to act or to refrain from acting in accordance with any agreement between the Borrower or any Loan Party and the Administrative Agent, the L/C Issuer or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent, the L/C Issuer or any Lender in connection with the Loan.

Occupancy Ratio shall mean with respect to any Individual Property, the ratio as determined by the Administrative Agent of the rentable square footage thereof as to which tenants are in physical occupancy and paying rent, to the total rentable square footage thereof.

OD Property shall mean a Borrowing Base Property that contains both a completed operational component and a development component.

Officer's Certificate shall mean a certificate delivered to the Administrative Agent by the Borrower, a Borrower Subsidiary, or a Guarantor, as the case may be respectively, which is signed by an authorized officer thereof (or an authorized officer of the direct or indirect managing general partner or managing member, as applicable, of the Borrower, Borrower Subsidiary, or Guarantor, if and as applicable).

Operating Pro Forma shall mean, for each Borrowing Base Property, a projection of Net Operating Income and cash flows for the five year period commencing as of the date on which such Borrowing Base Property becomes a Stabilized Asset.

Other Taxes means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, but excluding any Excluded Taxes.

Outstanding Amount means (i) with respect to the Loan on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of the Loan occurring on such date; and (ii) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

Participant as defined in Section 13.3.3.

PBGC shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

Permitted Debt as defined in Section 8.4.

Permitted Distributions shall mean (a) so long as no Event of Default exists and is continuing, or would be created thereby, any Distributions by the Borrower and CSC, (i) in any amount, provided that such Distributions, to the extent not included in the determination of Adjusted FFO, shall not exceed ninety-five (95%) percent of Adjusted FFO for the just completed calendar quarter, (ii) concerning the repurchase or redemption of stock of CSC or partnership interests in the Borrower, or (iii) concerning the issuance of operating partnership units or stock in return for equity interests in connection with any Permitted Investment (provided, any Distributions by the Borrower or CSC shall be permitted as are necessary for CSC to maintain REIT status, if such Distributions are greater than the amounts set forth in subclause (a)(i), above), or (b) at any time after and during the continuance of any Event of Default, such Distributions as are necessary for CSC to maintain REIT status (measured on a quarterly basis), all of the foregoing tested by the Administrative Agent on each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be as verified by the Administrative Agent.

Permitted Liens as defined in Section 8.2.

Permitted Investments shall mean the following:

(a) The Pro Rata share of Investments in Development Assets (valued at undepreciated Book Value) which, in the aggregate, do not exceed twenty five percent (25%) of Total Asset Value;

(b) The Pro Rata share of Investments in Land Assets which, in the aggregate, valued at Book Value do not exceed ten percent (10%) of Total Asset Value;

(c) Investments in Unconsolidated CSC Entities including, without limitation, the purchase of all or any portion of any interests held by persons that are not Wholly-Owned Subsidiaries of the Borrower;

(d) The Pro Rata share of Investments in Non-Retail Assets which, in the aggregate, do not exceed five percent (5%) of Total Asset Value;

(e) Investments in interest rate swaps, caps and other similar rate protection agreements; and

(f) Investments in Individual Properties or in entities which own such Individual Properties, provided that such investment does not cause a breach of a Financial Covenant. Provided, further, that in the event such an Investment in an entity would result in the ownership by the subject Loan Party of fifty percent (50%) or more in the aggregate of the equity interests in such entity, such Investment shall have been approved by the Board of Directors of the entity (or similar governing body if such entity is not a corporation) which is the subject of such Investment and such entity shall not have announced that it will oppose such Investment or shall not have commenced any action which alleges that such Investment will violate any applicable law.

Person shall mean any individual, corporation, partnership, joint venture, estate, trust, unincorporated association or limited liability company, 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.

Plan shall mean any multiemployer or single-employer plan as defined in Section 4001 of ERISA, which is maintained or contributed to by (or to which there is an obligation to contribute of) any Loan Party or an ERISA Affiliate, and each such plan for the five year period immediately following the latest date on which such Loan Party or an ERISA Affiliate maintained, contributed to or had an obligation to contribute to such plan.

Preliminary Approval shall mean the following, if applicable:

(a) Delivery by the Borrower to the Administrative Agent and the Lenders of the following with respect to any Individual Property proposed to be a Borrowing Base Property, each such item to the reasonable satisfaction of the Administrative Agent and the Lenders:

(i) physical description;

(ii) current rent roll and operating statements;

(iii) to the extent then available in Borrower's files, the following: a survey, environmental reports, copies of existing title insurance policies or a title commitment, and copies of all title exceptions, engineering reports and similar information; and

(iv) the Borrower's certification that to its knowledge the proposed Borrowing Base Property presently satisfies (or is anticipated to satisfy upon the grant of such Collateral) the Eligibility Criteria set forth in subsections (a), (c), (d), and (e), of the definition of Eligibility Criteria.

(b) Administrative Agent and the Required Lenders shall, within ten (10) Business Days after delivery of all items described in subsection (a), above, grant or deny the preliminary approval for the proposed replacement Borrowing Base Property.

Prime Rate. The term "Prime Rate" means the greater of (i) a variable per annum rate of interest so designated from time to time by KeyBank, National Association (or any successor thereto), as its prime rate, or (ii) the Federal Funds Rate plus 0.50% per annum. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer.

Pro Forma Annual Net Operating Income shall mean, for each Borrowing Base Property, the projected Pro Rata share of (i) Net Operating Income less (ii) management fees (calculated as the greater of either 3% of total revenue or actual management expenses incurred), to the extent not already deducted from Net Operating Income, less (iii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of completed improvements to be achieved upon completion of the Borrowing Base Property, based on the Operating Pro Forma delivered by the Borrower to the Administrative Agent, as such Operating Pro Forma shall be updated from time.

Projected Debt Service shall mean, as to any proposed Borrowing Base Property, the annual interest payments which would be made on a loan in an amount equal the total amount anticipated to be advanced with respect to the subject Borrowing Base Property, with interest accruing at an assumed rate equal to the weighted average of the interest rates then in effect under the Loan.

Pro Rata shall mean a calculation based on the percentage of the Capital Stock of or other equity interest in any Person owned, directly or indirectly, by the Borrower and/or CSC. For the purposes of this definition, the Pro Rata share of a Consolidated CSC Entity shall be deemed to be 100%.

Register as defined in Section 13.3.2.

REIT means a "real estate investment trust" as such term is defined in Section 856 of the Code.

Release Conditions as defined in Section 3.3.

Release Price shall mean, with respect to any Borrowing Base Property, the amount, if any, necessary to reduce the aggregate outstanding principal amount of the Loans plus the L/C

Exposure to the Maximum Loan Amount (computed without regard to the Borrowing Base Property for which the Borrower is seeking release).

Rent Loss Proceeds. The proceeds received under any rent loss or business interruption insurance policies.

Repair Work as defined in Section 14.1.

Reportable Event shall mean an event described in Section 4043(b) of ERISA with respect to a Plan other than those events as to which the 30-day notice period is waived under subsection .13, .14, .16, .18, .19 or .20 of PBGC Regulation Section 2615, or as otherwise now or hereafter defined in ERISA.

Required Lenders. As of any date, the Lenders holding at least Sixty-Six and 2/3rds (66 2/3%) percent of the outstanding principal amount due under the Note on such date; and if no such principal is outstanding, the Lenders whose aggregate Commitments constitute at least Sixty-Six and 2/3rds (66 2/3%) percent of the Total Commitment.

Restoration Property. Any Collateral Property as to which an Event of Loss has occurred and as to which the Net Proceeds are being made available in accordance with the terms and provisions of Article 14 for Repair Work relative to the subject Collateral Property and such Repair Work can be completed prior to the then applicable Maturity Date, as determined by the Administrative Agent in its reasonable discretion.

Security Documents as defined in Section 3.2.

Stabilized Asset shall mean an Individual Property which has an Occupancy Ratio of equal to or greater than eighty percent (80%). If due to the occurrence of an Event of Loss as to any Borrowing Base Property which was a Stabilized Asset prior to such Event of Loss, the Occupancy Ratio with respect thereto is less than eighty percent (80%), such Borrowing Base Property shall continue to be deemed to be a Stabilized Asset (notwithstanding that the Occupancy Ratio with respect thereto is less than eighty percent (80%) as a result of such Event of Loss) for a period equal to the lesser of (i) six (6) months from the occurrence of the Event of Loss or (ii) the determination that the subject Borrowing Base Property is not, or ceases to be, a Restoration Property.

State shall mean the State or Commonwealth in which the subject of such reference or any part thereof is located.

Subsidiary shall mean, with respect to any Person, any corporation, association, limited liability company, partnership or other business entity of which securities or other ownership interests representing more than 50% of either (x) the beneficial ownership interest or (y) ordinary voting power are, at the time as of which any determination is being made, owned or controlled, directly or indirectly, by such Person.

Tax Expenses shall mean tax expense (if any) attributable to income and franchise taxes based on or measured by income, whether paid or accrued.



Total Asset Value shall mean the aggregate of:

(a) for all Individual Properties (which are not Individual Properties acquired within the prior 90 days from the Calculation Date, Development Assets, or Land Assets), the Pro Rata share of the Calculations Period's aggregate Adjusted Net Operating Income for all such Individual Properties, annualized, capitalized at a rate of 8.00% (which capitalization rate may be adjusted once during the remaining term of the Loan at the request of (i) the Required Lenders only upon the exercise by the Borrower of its rights under Section 2.2.3 of this Loan Agreement; provided, however, that any such adjustment by the Required Lenders shall not result in the increase of the capitalization rate by more than fifty (50) basis points, or (ii) the Borrower, which such request of the Borrower shall be subject to the prior written approval of the Required Lenders), plus

(b) for Land Assets, and for all Individual Properties which were acquired within the prior 90 days from the Calculation Date, the Pro Rata share of the undepreciated Book Value as of the Calculation Date; plus

(c) for Development Assets, at the Borrower's option, either the Pro Rata share of the undepreciated Book Value as of the Calculation Date or the Pro Rata share of the Calculations Period's aggregate Adjusted Net Operating Income for such Development Asset, annualized, capitalized at a rate of 8.00% (which capitalization rate may be adjusted once during the remaining term of the Loan at the request of (i) the Required Lenders only upon the exercise by the Borrower of its rights under Section 2.2.3 of this Loan Agreement; provided, however, that any such adjustment by the Required Lenders shall not result in the increase of the capitalization rate by more than fifty (50) basis points, or (ii) the Borrower, which such request of the Borrower shall be subject to the prior written approval of the Required Lenders); plus

(d) for all unencumbered cash and cash equivalent investments, restricted cash held by a qualified intermediary, and escrows owned by the Consolidated CSC Entities and the Unconsolidated CSC Entities, the Pro Rata share of the Book Value as of the Calculation Date of such assets; plus

(e) deposits corresponding to outstanding letters of credit.

The Pro Rata share of Development Assets completed within the prior 90 days from a Calculation Date will be valued as set forth in (c) above for a maximum of one hundred eighty (180) days from completion (and continuing until end of such Calculation Period ) and based on Adjusted Net Operating Income under subsection (a) above thereafter.

Total Commitment. The sum of the Commitments of the Lenders, as in effect from time to time.

Total Outstandings means the aggregate Outstanding Amount.

Treasury Rate The term "Treasury Rate" means, as of the date of any calculation or determination, the latest published rate for United States Treasury Notes or Bills (but the rate on Bills issued on a discounted basis shall be converted to a bond equivalent) as published weekly in the Federal Reserve Statistical Release H.15(519) of Selected Interest Rates in an amount

which approximates (as determined by Administrative Agent) the amount (i) approximately comparable to the portion of the Loan to which the Treasury Rate applies for the Interest Period, or (ii) in the case of a prepayment, the amount prepaid and with a maturity closest to the original maturity of the installment which is prepaid in whole or in part.

UCC or the Uniform Commercial Code means the Uniform Commercial Code in effect in the State of New York, provided, that as same relates to a Collateral Property, the UCC shall mean the Uniform Commercial Code as adopted in such jurisdiction.

Unconsolidated CSC Entity or Unconsolidated CSC Entities shall mean each Person as to which the Borrower and/or CSC own, directly or indirectly, any Capital Stock, but which is not a Wholly-Owned Subsidiary.

Unfunded Current Liability of any Plan means the amount, if any, by which the actuarial present value of the accumulated plan benefits under the Plan as of the close of its most recent plan year exceeds the fair market value of the assets allocable thereto, each determined in accordance with Statement of Financial Accounting Standards No. 35, based upon the actuarial assumptions used by the Plan's actuary in the most recent annual valuation of the Plan.

United States and U.S. shall each mean the United States of America.

Unreimbursed Amount has the meaning specified in Section 2.7.3(i).

Variable Rate means a per annum rate equal at all times to the Prime Rate plus the Applicable Margin for Prime Rate Loans, with changes therein to be effective simultaneously without notice or demand of any kind with any change in the Prime Rate.

Variable Rate Advance means any principal amount outstanding under this Agreement which pursuant to this Agreement bears interest at the Variable Rate.

Variable Rate Indebtedness means any Debt that bears interest at a variable rate without the benefit of an interest rate hedge or other interest rate protection agreement.

Wholly-Owned Subsidiary shall mean, with respect to any Person, any other Person as to which one-hundred (100%) percent of the Capital Stock thereof is owned, directly or indirectly, by such Person.

EXHIBIT B-1 TO LOAN AGREEMENT  
REQUISITION AND AVAILABILITY CERTIFICATE

TO: KeyBank, National Association ("Administrative Agent")

RE: Amended and Restated Loan Agreement dated as of October 21, 2008 (as amended, the "Loan Agreement") between Administrative Agent, the lenders described therein and Cedar Shopping Centers Partnership, L.P. ("Borrower")

LOAN REQUEST NO.: \_\_\_\_\_

AMOUNT OF LOAN ADVANCE REQUESTED: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 200\_\_\_\_\_

This Borrower's Certificate and Request for Loan Advance is submitted by Borrower to Administrative Agent pursuant to the provisions of the Loan Agreement in order to induce Lenders to make the Loan Advance identified above. Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

Borrower hereby requests Lenders to make a Loan Advance under the Notes in the following amount: \$ \_\_\_\_\_.

The Loan Advance is requested for the following purposes: \_\_\_\_\_

\_\_\_\_\_

The Loan Advance requested of \$ \_\_\_\_\_, when added to prior Loan Advances under the Notes of \$ \_\_\_\_\_, plus the L/C Exposure of \$ \_\_\_\_\_, will result in aggregate Loans plus L/C Exposure of \$ \_\_\_\_\_.

The types of Loans requested are as follows:

Variable Rate: \$ \_\_\_\_\_

Effective LIBO Rate: \$ \_\_\_\_\_  
Interest Period \_\_\_\_\_

\$ \_\_\_\_\_  
Interest Period \_\_\_\_\_

The Maximum Loan Amount shall not be exceeded upon the making of the Loan Advance requested hereunder. Calculations of the Maximum Loan Amount, current Loan

balance, and amount of the Loan available to be advanced and/or L/C's available to be issued are set forth on the Availability Certificate annexed hereto.

Borrower hereby certifies, warrants and represents to Administrative Agent and the Lenders that (except for each condition precedent to Lender's obligation to make the requested Loan Advance) this request: (i) constitutes an affirmation by Borrower that, except as otherwise disclosed in writing to the Administrative Agent, each of the warranties and representations made in the Loan Agreement, including, without limitation, the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower to the Agent, remains true and correct in all material respects as of the date of this request and, unless Administrative Agent is notified to the contrary prior to the disbursement of the Loan Advance, will be so on the date of such Loan Advance; and (ii) constitutes the representation and warranty of Borrower that the information set forth in this request is true, accurate and complete in all material respects.

The Borrower hereby further certifies, warrants and represents to Administrative Agent and the Lenders that: (i) to the best of the Borrower's knowledge, the financial information provided by the Borrower to the Agent remains true and accurate in all material respects; (ii) the Borrower is in compliance with the financial covenants contained in the Loan Agreement to the extent set forth below; (iii) to the best of the Borrower's knowledge, an Event of Default which is continuing has not occurred under the Loan Agreement or any of the other Loan Documents.

<u>Covenant</u>	<u>Requirement</u>	<u>Actual</u>
Leverage Ratio	Less than 70%	
Fixed Charge Ratio	Not less than 1.35:1	
Borrower's Net Worth	Not less than the aggregate of \$536,025,018.00 plus 85% of cumulative net cash proceeds, as set forth in the Loan Agreement	
Aggregate Pro Rata amount of the Variable Rate Indebtedness of the Consolidated CSC Entities and the Unconsolidated CSC Entities	Less than 30% of the Total Asset Value	
Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is recourse to the Borrower or CSC	In the aggregate outstanding at any time, not to exceed twenty five percent (25%) of the Total Asset Value	

Covenant	Requirement	Actual
The Pro Rata share of Investments in Development Assets (valued at undepreciated Book Value)	In the aggregate, not to exceed twenty five percent (25%) of Total Asset Value	
The Pro Rata share of Investments in Land Assets which are valued at Book Value	In the aggregate, not to exceed ten percent (10%) of Total Asset Value	
The Pro Rata share of Investments in Non-Retail Assets	In the aggregate, not to exceed five percent (5%) of Total Asset Value	

Calculations of the Financial Covenants are set forth in the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower to the Agent.

This request is submitted to Administrative Agent for the purpose of inducing Lenders to make a Loan Advance and Borrower intends that Administrative Agent and the Lenders shall rely upon the same being true, accurate and complete in all material respects.

If all conditions precedent to Lenders' obligation to make a Loan Advance are satisfied, please disburse the Loan Advance on \_\_\_\_\_, 200\_\_\_\_\_.

WITNESS the execution hereof as an instrument under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**CEDAR SHOPPING CENTERS PARTNERSHIP,  
L.P.,** a Delaware limited partnership

By: Cedar Shopping Centers, Inc., its general partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Availability Certificate

**1. Maximum Loan Amount**

a. Established Loan Amount	\$150,000,000.00	
b. Total Commitment	\$150,000,000.00	
c. Availability (calculated below)	\$ _____	
least of (a), (b) and (c)		\$ _____

**2. Loan Balance**

a. Outstanding Balance of Loan plus	\$ _____	
b. L/C Exposure	\$ _____	
(a) plus (b)		\$ _____

**3. Amount of Loan available to be advanced and/or L/C's available to be issued**

1 minus 2		\$ _____
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**Availability Calculation**

1. For each Borrowing Base Property which is not an OD Property:	
(A) seventy percent (70%) of the Borrowing Base Value* of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent,	\$ _____
(B) seventy percent (70%) of the total costs as set forth on the Construction Budget for such Borrowing Base Property;	\$ _____
(C) Aggregate of lesser of (A) or (B) above for each non OD property	\$ _____
2. For each Borrowing Base Property which is an OD Property:	
(A) seventy percent (70%) of the Borrowing Base Value* of the completed component of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent,	\$ _____
(B)	
(I) seventy percent (70%) of the Borrowing Base Value* of the development component of such Borrowing Base Property as of the date of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent,	\$ _____
(II) seventy percent (70%) of the total costs as set forth on the Construction Budget for the development component of such Borrowing Base Property	\$ _____
(III) Aggregate of lesser of (I) and (II) above for each OD property	\$ _____
3. Implied Loan Amount	\$ _____
(calculated below)	



4. Availability is the lesser of [(1)(C) + (2)(A) + 2(B)(III)] or (3)

\$ \_\_\_\_\_

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**\*Borrowing Base Value Calculation**

**Borrowing Base Property**

Trexlertown Plaza	Received 8/20/08; \$77,650,000.00 (as completed)
Lake Raystown Shopping Center	Received 8/20/08; \$16,900,000.00
Blue Mountain Commons	Received 8/20/08; \$42,400,000.00 (as completed)
Carbondale Plaza	Received 8/20/08; \$8,050,000.00

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**Implied Loan Amount Calculation**

Principal amount which generates Implied Debt Service Coverage Ratio of 1.20 to 1.00, calculated in accordance with the worksheet which is to be annexed hereto.

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EXHIBIT C TO LOAN AGREEMENT

NOTE

PROMISSORY NOTE

\$ \_\_\_\_\_,000,000.00 \_\_\_\_\_, 2008

1. Promise To Pay.

FOR VALUE RECEIVED, CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership having an address at 44 South Bayles Avenue, Port Washington, New York 11050 (hereinafter, the "Borrower") promises to pay to the order of KEYBANK, NATIONAL ASSOCIATION, a national banking association having an address at 225 Franklin Street, Boston, Massachusetts 02110 (hereinafter, a "Lender"), the principal sum of \_\_\_\_\_ MILLION DOLLARS (\$ \_\_\_\_\_,000,000.00), or so much thereof as may be advanced by or on behalf of Lender, with interest thereon, or on the amount thereof from time to time outstanding, to be computed, as hereinafter provided, on each advance from the date of its disbursement until such principal sum shall be fully paid. Interest and principal shall be payable in installments as set forth in the Loan Agreement (as defined below). The total principal sum, or the amount thereof outstanding, together with any accrued but unpaid interest, shall be due and payable in full on \_\_\_\_\_, 2011 (hereinafter, the "Maturity Date"), which term is further defined in, and is subject to extension and/or acceleration in accordance with, the Loan Agreement pursuant to which this Promissory Note (hereinafter, the "Note") has been issued.

2. Loan Agreement.

This Note is issued pursuant to the terms, provisions and conditions of an agreement captioned "Amended and Restated Loan Agreement" (hereinafter, as the same may be modified, amended or restated from time to time, the "Loan Agreement") dated as October 21, 2008 among Borrower, Lender, and the other financial institutions named therein (the Lender and such other institutions, the "Lenders") and KeyBank, National Association, as Agent (hereinafter, the "Agent") and evidences the Loan and Loan Advances made by or on behalf of the Lender pursuant thereto. *Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.* This Note is one of several Notes executed and delivered by the Borrower to the Lenders in accordance with the terms and provisions of the Loan Agreement.

3. Acceleration; Event of Default.

At the option of the Agent, subject to the terms of the Loan Agreement, this Note and the indebtedness evidenced hereby shall become immediately due and payable without further notice or demand, and notwithstanding any prior waiver of any breach or default, or other indulgence, upon the occurrence of an Event of Default. Upon the occurrence and during the continuance of an Event of Default, Agent shall have, in addition to any rights and remedies contained herein, any and all rights and remedies set forth in the Loan Agreement or any other Loan Document.

4. Certain Waivers, Consents and Agreements.

Each and every party liable hereon, or for the indebtedness evidenced hereby, whether as maker, endorser, guarantor, surety or otherwise hereby: (a) waives presentment, demand, protest, suretyship defenses and defenses in the nature thereof; (b) waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time for payment, changes in terms and conditions and all other indulgences and forbearances which may be granted by the Agent or the holder to any party now or hereafter liable hereunder or for the indebtedness evidenced hereby; (c) agrees to any substitution, exchange, release, surrender or other delivery of any security or collateral now or hereafter held hereunder or in connection with the Loan Agreement, or any of the other Loan Documents, and to the addition or release of any other party or person primarily or secondarily liable; (d) agrees that if any security or collateral given to secure this Note or the indebtedness evidenced hereby or to secure any of the obligations set forth or referred to in the Loan Agreement, or any of the other Loan Documents, shall be found to be unenforceable in full or to any extent, or if Agent or any other party shall fail to duly perfect or protect such collateral, the same shall not relieve or release any party liable hereon or thereon nor vitiate any other security or collateral given for any obligations evidenced hereby or thereby; (e) agrees to pay all costs and expenses actually incurred by Agent and Lenders or any other holder of this Note in connection with the indebtedness evidenced hereby pursuant to the Loan Agreement, including, without limitation, all reasonable attorneys' fees and costs, for the implementation of the Loan, the collection of the indebtedness evidenced hereby and the enforcement of rights and remedies hereunder or under the other Loan Documents, whether or not suit is instituted; and (f) consents to all of the terms and conditions contained in this Note, the Loan Agreement, the Mortgage, the Assignment of Leases and Rents, and all other instruments now or hereafter executed evidencing or governing all or any portion of the security or collateral for this Note and for such Loan Agreement, or any one or more of the other Loan Documents.

5. Delay Not A Bar.

No delay or omission on the part of the Agent or the holder in exercising any right hereunder or any right under any instrument or agreement now or hereafter executed in connection herewith, or any agreement or instrument which is given or may be given to secure the indebtedness evidenced hereby or by the Loan Agreement, or any other agreement now or hereafter executed in connection herewith or therewith shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

6. Partial Invalidity.

The invalidity or unenforceability of any provision hereof, of the Loan Agreement, of the other Loan Documents, or of any other instrument, agreement or document now or hereafter executed in connection with the Loan made pursuant hereto and thereto shall not impair or vitiate any other provision of any of such instruments, agreements and documents, all of which provisions shall be enforceable to the fullest extent now or hereafter permitted by law.

7. Compliance With Usury Laws.

All agreements among Borrower, Guarantor, Agent and Lenders are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Agent or Lenders for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law", shall mean the law in effect as of the date hereof, provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of Borrower, Agent and Lenders in the execution, delivery and acceptance of this Note to contract in strict compliance with the laws of the State of New York from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the Loan Documents or the Security Documents at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if under or from any circumstances whatsoever Agent or Lenders should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements among Borrower, the Guarantor, Agent and Lenders.

8. Use of Proceeds.

All proceeds of the Loan shall be used solely for the purposes more particularly provided for and limited by the Loan Agreement.

9. Security.

This Note is secured by the Collateral as set forth in the Loan Agreement. The Collateral for this Note may be held by the Agent, on behalf of the Lender and the other Lenders.

10. Notices.

Any notices given with respect to this Note shall be given in the manner provided for in the Loan Agreement.

11. Governing Law and Consent to Jurisdiction.

11.1 Substantial Relationship. It is understood and agreed that all of the Loan Documents were delivered in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

11.2 Place of Delivery. Borrower agrees to furnish to Lender at Lender's office in Boston, Massachusetts, all further instruments, certifications and documents to be furnished hereunder, if any.

11.3 Governing Law. This Note and each of the other Loan Documents, except as otherwise provided in Section 11.4, shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of law, except insofar as formation of the Borrower under Delaware law requires Delaware law to apply with respect to matters of authorization to enter into the transaction contemplated by this Note.

11.4 Exceptions. Notwithstanding the foregoing choice of law:

(a) the procedures governing the enforcement by Agent and each of the Lenders of its foreclosure and other remedies against Borrower under the Security Documents and under the other Loan Documents with respect to each Collateral Property, including by way of illustration, but not in limitation, actions for foreclosure, for injunctive relief or for the appointment of a receiver, shall be governed by the laws of the State in which such Collateral Property is located;

(b) Agent and each of the Lenders shall comply with the applicable law of the State in which such Collateral Property is located to the extent required by the law of such jurisdiction in connection with the foreclosure of the security interests and liens created under the Security Documents and the other Loan Documents with respect to each Collateral Property or other assets situated in such State; and

(c) provisions of Federal law and the law of such State shall apply in defining the terms Hazardous Materials, Environmental Legal Requirements and Legal Requirements applicable to each Collateral Property as such terms are used in the Loan Agreement, the Environmental Indemnity and the other Loan Documents.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of any other State shall apply to any parties' rights and obligations under any of the Loan Documents, which, except as expressly provided in clauses (A), (B) and (C) of this Section 11.4, are and shall continue to be governed by the substantive law of State of New York. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of any other State is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to in this Note, the Loan Agreement or in the other Loan Documents. The parties further agree that the Agent may enforce its rights under the Loan Documents including, but not limited to, its rights to sue the Borrower or to collect any outstanding indebtedness in accordance with applicable law

11.5 Consent to Jurisdiction. THE BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN ANY COURT LOCATED IN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM OR FEDERAL COURT LOCATED WITHIN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN THE LOAN AGREEMENT. THE BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE

VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

12. Waiver of Jury Trial.

BORROWER, AGENT AND LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF AGENT OR ANY LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO ACCEPT THIS NOTE AND MAKE THE LOAN.

13. No Oral Change.

This Note and the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought in accordance with the terms and conditions of the Loan Agreement. In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealing, or the like be effective to amend, terminate, extend or otherwise modify this Note or any of the other Loan Documents.

14. Rights of the Agent and Holder.

This Note, and the rights and remedies provided for herein, may be enforced by Agent, the holder, or any subsequent holder hereof. Wherever the context permits, each reference to the term "holder" herein shall mean and refer to Agent, the holder, or the then subsequent holder of this Note.

15. Right to Pledge.

Lender may at any time pledge all or any portion of its rights under the Loan Documents including any portion of this Note to any of the twelve (12) Federal Reserve Banks organized



under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release Lender from its obligations under any of the Loan Documents.

16. Setoff

The terms and provisions of Article 12 of the Loan Agreement are incorporated herein by reference.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the date set forth above as a sealed instrument.

Witness:

**BORROWER:**

**CEDAR SHOPPING CENTERS PARTNERSHIP,  
L.P.**, a Delaware limited partnership

By: Cedar Shopping Centers, Inc., its general partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT D TO LOAN AGREEMENT

AUTHORIZED REPRESENTATIVES

1. Leo S. Ullman, President of Cedar Shopping Centers, Inc.
2. Brenda J. Walker, Vice President of Cedar Shopping Centers, Inc.
3. Lawrence E. Kreider, Jr., Chief Financial Officer of Cedar Shopping Centers, Inc.

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EXHIBIT E TO LOAN AGREEMENT

REQUIRED PROPERTY, HAZARD AND OTHER INSURANCE

Borrower or the applicable Loan Party shall at all times provide and maintain the following insurance coverages with respect to each Collateral Property and the Collateral, if applicable, issued by companies qualified to do business in the applicable jurisdictions where the Collateral Property is located, having a Best's Rating of not less than A-VIII and otherwise acceptable to Administrative Agent in its sole reasonable discretion:

(i) physical insurance on an all-risk basis without exception (including, without limitation, flood required if property is in a "Special Flood Hazard Area" A or V, vandalism and malicious mischief, earthquake, collapse, boiler explosion, sprinkler coverage, mold infestation, cost of demolition, increased costs of construction and the value of the undamaged portion of the building and soft costs coverage) covering all the real estate, fixtures and personal property to the extent of the full insurable value thereof, on a builder's risk non-reporting form prior to completion and occupancy to Occupy Endorsement, having replacement cost and agreed amount endorsements (with deductibles not in excess of insurable value);

(ii) to the extent that the Collateral Property has tenants paying rent under executed leases, rent loss or business interruption insurance in an amount equal to one year's projected rentals or gross revenues;

(iii) public liability insurance, with underlying and umbrella coverages totaling not less than \$2,000,000.00 per occurrence and \$10,000,000.00 in the aggregate or such other amounts as may be determined by Administrative Agent from time to time;

(iv) automobile liability insurance (including non-owned automobile) with a coverage of \$1, 000, 000 per occurrence during construction;

(v) worker's compensation, employer's liability and other insurance required by law;

(vi) while any construction is pending, insurance covering those risks required to be covered by any contractor, or another contractor or sub-contractor, under any applicable plans and specifications, construction contracts, or any other construction documents;

(vii) errors and omissions or similar coverages from any applicable architect and consulting engineers; and

(viii) such other insurance coverages in such amounts as Administrative Agent may request consistent with the customary practices of prudent developers and owners of similar properties.

An actual insurance policy or certified copy thereof, or a binder, certificate of insurance, or other evidence of property coverage in the form of Acord 27 (Evidence of Property Coverage), Acord 25 (Certificate of Insurance), or a 30-day binder in form acceptable to Administrative Agent with an unconditional undertaking to deliver the policy or a certified copy within thirty (30) days, shall be delivered at closing of the Loan and prior to the first Loan Advance.

Flood insurance shall be provided if the collateral property is located in a flood zone, flood risk or flood hazard area as designated pursuant to the Federal Flood Disaster Protection Act of 1973, as amended, and the regulations thereunder, or if otherwise reasonably required by Administrative Agent.

Administrative Agent, on behalf of the Lenders, shall be named as first mortgagee on policies of all-risk-type insurance on the Collateral Property, as loss payee on the Collateral and its contents, and as first mortgagee on rent-loss or business interruption coverages related thereto.

Except with respect to public liability insurance, as to which Administrative Agent, on behalf of the Lenders, shall be named as an additional insured with respect to the Collateral Property or the Collateral, all other required insurance coverages shall have a so-called "Mortgagee's endorsement" or "Lenders' loss-payable endorsement" which shall provide in substance as follows:

(a) Subject to the terms of this Agreement, loss or damage, if any, under the policy shall be paid to Administrative Agent and its successors and assigns in whatever form or capacity its interest may appear and whether said interest be vested in said Administrative Agent in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Administrative Agent.

(b) The insurance under the policy, or under any rider or endorsement attached thereto, as to the interest only of Administrative Agent, its successors and assigns, shall not be invalidated nor suspended:

(i) by any error, omission or change respecting the ownership, description, possession or location of the subject of the insurance or the interests therein or the title thereto; or

(ii) by the commencement of foreclosure or similar proceedings or the giving of notice of sale of any of the property covered by the policy by virtue of any mortgage, deed of trust, or security interest; or

(iii) by any breach of warranty, act, omission, neglect, or noncompliance with any provisions of the policy by the named insured, or any one else, whether before or after a loss, which under the provisions of the policy of insurance, would invalidate or suspend the insurance as to the named insured, excluding, however, any acts or omissions of Administrative Agent while exercising active control and management of the insured property.

(c) Insurer shall provide Administrative Agent and each of the Lenders with not less than thirty (30) days, prior written notice of cancellation of the policy (for non-payment or any other reason) or of the non-renewal thereof.

(d) The insurer reserves the right to cancel the policy at any time, but only as provided by its terms. However, in such case this policy shall continue in force for the benefit of Administrative Agent for thirty (30) days after written notice of such cancellation is received by Administrative Agent and shall then cease.

(e) Should legal title to and beneficial ownership of any of the property covered under the policy become vested in Administrative Agent or its agents, successors or assigns, insurance under the policy shall continue for the term thereof for the benefit of Administrative Agent.

(f) All notices herein provided to be given by the insurer to Administrative Agent in connection with this policy and Administrative Agent's loss payable endorsement shall be mailed to or delivered to Administrative Agent by certified or registered mail, return receipt requested, as follows:

KeyBank, National Association  
225 Franklin Street  
Boston, Massachusetts 02110  
Attention: Central Insurance Unit

EXHIBIT F TO LOAN AGREEMENT

OWNERSHIP INTERESTS AND TAXPAYER IDENTIFICATION NUMBERS

<u>Entity Name</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>
Cedar-Trexler Plaza 2, LLC	Cedar Shopping Centers Partnership, L.P.	20-5065081
Cedar Lake Raystown, LLC	Cedar Shopping Centers Partnership, L.P.	20-1158059
Cedar-Clock Tower, LLC	Cedar Shopping Centers Partnership, L.P.	20-5518103
Cedar Carbondale, LLC	Cedar Shopping Centers Partnership, L.P.	20-0927694

EXHIBIT G TO LOAN AGREEMENT

COMPLIANCE CERTIFICATE

TO: The Administrative Agent and Lenders party to the Loan Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Amended and Restated Loan Agreement dated as of October 21, 2008 (as amended, the "Loan Agreement"), among Cedar Shopping Centers Partnership, L.P. ("Borrower"), KeyBank, National Association and the Lenders identified therein. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Loan Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected/authorized \_\_\_\_\_ of Cedar Shopping Centers, Inc., general partner of the Borrower.
  2. I have reviewed the terms of the Loan Agreement and I have made, or have caused to be made under my supervision, a review of the transactions and conditions of the Borrower during the accounting period covered by the attached financial statements.
  3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Default or an event which, with notice or the passage of time or both, would constitute an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below.
  4. Schedule 1 attached hereto sets forth financial data and computations at and for the period ending \_\_\_\_\_ evidencing the Borrower's compliance with certain covenants of the Loan Agreement, except as set forth below, all of which data and computations are true, complete and correct in all material respects to my knowledge.
- Described below are the exceptions, if any, to paragraphs 3 and 4, listing the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:



IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this \_\_\_ day of \_\_\_\_\_, 200\_\_.

**CEDAR SHOPPING CENTERS PARTNERSHIP,  
L.P.,** a Delaware limited partnership

By: Cedar Shopping Centers, Inc., its general  
partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**Schedule 1 to Compliance Certificate**

<u>Covenant</u>	<u>Requirement</u>	<u>Actual</u>
Leverage Ratio	Less than 70%	
Fixed Charge Ratio	Not less than 1.35:1	
Borrower's Net Worth	Not less than the aggregate of \$536,025,018.00 plus 85% of cumulative net cash proceeds, as set forth in the Loan Agreement	
Aggregate Pro Rata amount of the Variable Rate Indebtedness of the Consolidated CSC Entities and the Unconsolidated CSC Entities	Less than 30% of the Total Asset Value	
Individual Property secured Debt of the Borrower, CSC or any Borrower Subsidiary which is recourse to the Borrower or CSC	In the aggregate outstanding at any time, not to exceed twenty five percent (25%) of the Total Asset Value (excluding the Obligations)	
The Pro Rata share of Investments in Development Assets (valued at undepreciated Book Value)	In the aggregate, not to exceed twenty five percent (25%) of Total Asset Value	
The Pro Rata share of Investments in Land Assets which are valued at Book Value	In the aggregate, not to exceed ten percent (10%) of Total Asset Value	
The Pro Rata share of Investments in Non-Retail Assets	In the aggregate, not to exceed five percent (5%) of Total Asset Value	

EXHIBIT H TO LOAN AGREEMENT

**ASSIGNMENT AND ACCEPTANCE**

This Assignment and Acceptance (this "Assignment and Acceptance") is dated as of the Effective Date set forth below and is entered into by and between [the][each Assignor] identified in item 1 below [the][each, an] "Assignor" and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: \_\_\_\_\_

\_\_\_\_\_

Assignee[s]: \_\_\_\_\_

\_\_\_\_\_

[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]

2. Borrower: Cedar Shopping Centers Partnership, L.P.

3. Administrative Agent: KeyBank, National Association, as the administrative agent under the Credit Agreement

4. Credit Agreement: Amended and Restated Loan Agreement, dated as of October 21, 2008, as amended, among Cedar Shopping Centers Partnership, L.P., the Lenders from time to time party thereto, and KEYBANK, NATIONAL ASSOCIATION.

5. Assigned Interest[s]:

<u>Assignor[s]</u>	<u>Assignee[s]</u>	<u>Facility Assigned</u>	<u>Aggregate Amount of the Commitment/ Loans for all Lenders</u>	<u>Amount of Commitment/ Loans Assigned</u>	<u>Percentage Assigned of Commitment/ Loans</u>	<u>CUSIP Number</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

6. Trade Date: \_\_\_\_\_, 200\_\_.

Effective Date: \_\_\_\_\_, 20\_\_ TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR:  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_

ASSIGNEE:  
[NAME OF ASSIGNEE]

By: \_\_\_\_\_

## ANNEX 1 TO ASSIGNMENT AND ACCEPTANCE

### STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ACCEPTANCE

#### 1. Representations and Warranties.

1.1 Assignor. [The] [Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 13.3.1 of the Credit Agreement (subject to such consents, if any, as may be required under Section 13.3.1 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 7.2 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase [the][such] Assigned Interest, (iv) it has independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase [the] [such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the

Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT I TO LOAN AGREEMENT

LENDERS' COMMITMENT

<u>Lender</u>	<u>Commitment Amount</u>	<u>Commitment Percentage</u>
KEYBANK, NATIONAL ASSOCIATION	\$ 32,500,000.00	21.66667%
MANUFACTURERS AND TRADERS TRUST COMPANY	\$ 27,500,000.00	18.33334%
TD BANK, N.A.	\$ 25,000,000.00	16.66666%
REGIONS BANK	\$ 25,000,000.00	16.66666%
CITIZENS BANK OF PENNSYLVANIA	\$ 20,000,000.00	13.33333%
RAYMOND JAMES BANK, FSB	\$ 10,000,000.00	6.66667%
TRISTATE CAPITAL BANK	\$ 10,000,000.00	6.66667%
TOTAL	\$ 150,000,000.00	100%

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EXHIBIT J TO LOAN AGREEMENT

**Borrowing Base Property**

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Trexlertown Plaza

Received 8/20/08; \$77,650,000.00 (as completed)

Lake Raystown Shopping Center

Received 8/20/08; \$16,900,000.00

Blue Mountain Commons

Received 8/20/08; \$42,400,000.00 ( as completed)

Carbondale Plaza

Received 8/20/08; \$8,050,000.00



EXHIBIT EC

ESTOPPEL CERTIFICATE

**ESTOPPEL CERTIFICATE AND AGREEMENT**

WHEREAS, \_\_\_\_\_ a \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter, the "**Landlord**"), is the owner in fee simple of that certain parcel of real estate numbered \_\_\_\_\_, and commonly known as \_\_\_\_\_, as more particularly described in **Exhibit A** annexed hereto (hereinafter, the "**Premises**");

WHEREAS, the Landlord has leased the Premises to \_\_\_\_\_, a \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter, the "**Tenant**"), pursuant to that certain ground lease dated as of \_\_\_\_\_, \_\_\_\_\_ (hereinafter, with any amendments, modifications, extensions, replacements or renewals, the "**Lease**"), a copy of which is attached hereto as **Exhibit B** and made a part hereof (*all capitalized terms used herein which are not otherwise defined shall have the meaning ascribed to such term under the Lease*);

WHEREAS, KeyBank, National Association, a national banking association having an address at 225 Franklin Street, Boston, Massachusetts 02110, as agent (hereinafter, the "**Agent**") on behalf of itself and certain other lenders (hereinafter, individually and collectively referred to as the "**Lender**" or "**Lenders**"), has established a loan arrangement (hereinafter, the "**Loan Arrangement**") with Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership having an address at c/o Cedar Shopping Centers, Inc., 44 South Bayles Avenue, Suite 304, Port Washington, New York 11050 (hereinafter, the "**Borrower**");

WHEREAS, the Tenant has substantial financial dealings with the Borrower and is affiliated with the Borrower (by ownership and by contractual relationship and/or other meaningful business relationship), and the extension of credit and the providing of financial accommodations to the Borrower will enhance and benefit the business activities and interests of the Tenant;

WHEREAS, the Loan Agreement contemplates the addition of Collateral properties and Borrowing Base Properties (as such terms are defined in the Loan Agreement);

WHEREAS, the Agent, Borrower, and the Lender desire to add the Tenant's interest in the Premises to the Collateral Properties and the Borrowing Base Properties (the "**Transaction**");

WHEREAS, as a prior condition to the Transaction, the Agent and the Lenders require that, among other collateral to be granted, the Tenant grant to the Agent, on behalf of the Lenders, a leasehold mortgage in and to the rights of the Tenant to the Lease and the Premises and a security interest in other property of the Tenant, said leasehold mortgage and security interests to be created by the execution and delivery by the Tenant of that certain Leasehold

Mortgage and Security Agreement dated as of \_\_\_\_\_, 2008 (hereinafter, with any extensions, modifications and amendments, the "**Leasehold Mortgage**");

WHEREAS, as a further condition to establishing the Transaction, the Agent and the Lenders require that the Landlord certify, represent, covenant, and agree to the matters described in this Estoppel Certificate and Agreement (hereinafter, this "**Estoppel Certificate**"); and

WHEREAS, it is in the best interest of the Landlord that the Transaction be established.

NOW, THEREFORE, in consideration of the foregoing, and upon the request of the Agent and the Lenders, Landlord and the Tenant hereby make the following representations and covenants:

1. The Landlord and Tenant represent that:
  - 1.1 the Lease is currently in full force and effect;
  - 1.2 the Lease has not been modified or amended;
  - 1.3 neither the Tenant nor Landlord is in default under the Lease, nor has any event occurred which is, or solely with the passage of time would be, an event of default under the Lease; and
  - 1.4 the term of the Lease commences on \_\_\_\_\_, \_\_\_\_\_ and expires on \_\_\_\_\_, \_\_\_\_\_.
2. The Landlord represents that all rent presently due under the Lease has been paid in full, and no additional rent is presently due under the Lease; and as of the date of this Estoppel Certificate, there are no other payments due and payable from the Tenant to the Landlord under the Lease.
3. The Landlord represents and warrants that the Landlord is the owner of the fee simple estate in the Premises and that its fee interest in the Premises is unencumbered, except as set forth in **Exhibit C** attached hereto.
4. The Landlord acknowledges and agrees that the interest of the Landlord in and to the Premises and the Lease shall not be encumbered beyond that which such interests are encumbered as of the date hereof in any manner whatsoever without the prior written consent of the Agent.
5. Upon the recording of the Security Instrument, the Landlord hereby:
  - 5.1 recognizes Agent, and any successor, assignee or transferee of the Agent, as a "leasehold mortgagee" (as defined/described in the Lease), and acknowledges and consents to the granting of the Leasehold Mortgage, and acknowledges and recognizes that the Agent, as the mortgagee of the leasehold interest in the Lease,

- is entitled to the benefit of all of the rights and privileges provided to a leasehold mortgagee under the Lease;
- 5.2 recognizes the rights of the Agent, and any successor, assignee or transferee of the Agent, in and to the Premises as described in the Leasehold Mortgage, and consents to the exercise by the Agent of its rights under the Leasehold Mortgage upon the occurrence of an event of default by the Tenant under the Leasehold Mortgage;
  - 5.3 recognizes the right of the Agent, and any successor, assignee or transferee of the Agent, to exercise any options, including, without limitation, any renewal or extension options or rights of first refusal provided to the Tenant under the Lease, and agrees that if, prior to the exercise by the Agent of its rights under the Leasehold Mortgage, the Tenant fails to exercise within the applicable time periods set forth in the Lease any option including, without limitation, any renewal or extension option or right of first refusal, the Landlord shall notify the Agent as attorney-in-fact for the Tenant and the Agent shall be authorized, at its option, to exercise any option or right within sixty (60) days of receipt of such notice and the Landlord shall recognize said exercise of any option or right by the Agent;
  - 5.4 agrees that the interest of the Landlord in and to the Premises and the Lease shall not be transferred or assigned unless the transferee or assignee provides a written agreement to the Agent that (i) said transfer or assignment is subject to the terms and conditions of the Lease, and this Estoppel Certificate, and (ii) the transferee or assignee assumes the obligations of the Landlord thereunder and hereunder;
  - 5.5 acknowledges that notwithstanding the occurrence of any event of default under the Lease, the Landlord will not terminate, or allow or suffer the termination of, the Lease, without the prior written consent of Agent; and
  - 5.6 agrees that notwithstanding the terms of the Lease, any and all insurance proceeds or eminent domain or condemnation awards or proceeds with respect to the Premises shall be subject to the approval of the Agent and shall be payable to the Agent, or otherwise made available for the repair or restoration of the Premises, all in accordance with the terms and provisions of the Leasehold Mortgage.
6. Upon notice to the Landlord by the Agent of the exercise of Agent's rights against Tenant (whether pursuant to the Leasehold Mortgage or otherwise) the Landlord shall:
- 6.1 not interfere with any enforcement by the Agent of the Agent's rights in and to the personal property of the Tenant located on the Premises;
  - 6.2 not distrain nor assert any claim against the personal property of Tenant;
  - 6.3 permit the Agent to enter upon the Premises and remove the personal property from the Premises, provided, the Agent agrees that it shall promptly repair, at the

- Agent's expense, any physical damage to the Premises caused by said removal; and
- 6.5 not interfere with the disposal of the personal property by sale (by public auction or otherwise) conducted on the Premises.
  7. Until such time as the Agent executes and records a discharge of the Leasehold Mortgage:
    - 7.1 no modifications, extensions, renewals or surrender of the Lease shall be effective without the prior written consent of the Agent;
    - 7.2 the Landlord shall not convey the Premises to the Tenant without the prior written consent of the Agent;
    - 7.3 any and all rights, easements and development agreements to be granted by, or entered into with, the Landlord relative to the Premises shall not be granted or entered into without the prior written consent of the Agent; and
    - 7.4 the Landlord shall waive any provisions of the Lease which provide that Tenant shall, upon request of the Landlord, subordinate the Lease to any lien of any present or future mortgages granted by the Landlord.
  8. In the event of any default by the Tenant under the Lease, the Landlord shall:
    - 8.1 cause a copy of any notice of default by the Tenant under the Lease or notice of termination of the Lease to be sent to the Agent, and the Landlord agrees that any such notice of default or termination shall not be deemed duly given and effective unless and until a copy of such notice is actually received by the Agent; and
    - 8.2 permit the Agent to cure or cause to be cured such default within thirty (30) days of the receipt of notice from the Landlord of Tenant's default if such default may be cured by the payment of money, or, otherwise, within sixty (60) days of the receipt of such notice.
  9. If the Agent fails to cause any default of the Tenant under the Lease to be cured, or such default is incapable of being cured, during the applicable time period, the Landlord shall further refrain from exercising its rights and/or remedies under the Lease and shall not terminate the Lease if the Agent has provided the Landlord with written notice that either:
    - 9.1 the Agent intends to cause the default to be cured and the Agent is diligently pursuing the cure of such default; or
    - 9.2 the Agent has or intends to make demand upon Tenant for payment or performance under any agreement between Tenant and the Agent pertaining to the Loan Arrangement and the Agent diligently pursues the exercise of its rights thereunder.
-

10. Any successor, assignee or transferee of the Agent shall have thirty (30) days from the consummation of such succession, assignment, or transfer within which to cure or cause to be cured any default of the Tenant under the Lease.

11. Any default of the Tenant under the Lease which is cured or which is caused to be cured by the Agent within the applicable cure period, shall be deemed to have been waived by the Landlord and the Landlord shall not be entitled to exercise any rights or remedies granted to Landlord under the Lease on account of the occurrence of such default.

12. In the event any default of Tenant under the Lease is incapable of being cured, the Landlord shall, upon the request of the Agent, execute a new lease with the Agent upon the same terms and conditions (but providing for the revival of any rights and/or options which may have lapsed due to the Tenant's action or inaction under the Lease) as the Lease and such new lease shall have the same relative priority in right, title and interest in and to the Premises as the Lease.

13. The Agent shall not become liable for the obligations of the Tenant under the Lease unless and until the Agent obtains possession of the Premises and expressly agrees to assume all such obligations, and then, only for the period during which the Agent is in possession of the Premises. Upon the sale, transfer or assignment by the Agent of its interest in the Lease and/or the Premises, the Agent shall have no further liability to the Landlord.

14. Whether or not the Agent assumes the obligations of Tenant pursuant to Section 13, above, the Agent shall have no liability to the Landlord for any obligations of Tenant under the Lease arising prior to such assumption by the Agent.

15. All notices under this Estoppel Certificate shall be sent certified mail, return receipt requested as follows:

If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If to the Tenant:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If to the Agent:

KeyBank, National Association  
225 Franklin Street, 18<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Attention: Gregory W. Lane

With a copy to:

Riemer & Braunstein LLP  
Three Center Plaza  
Boston, Massachusetts 02108  
Attn: Kevin J. Lyons, Esquire

All notices hereunder shall be deemed to have been received three (3) days after the date of mailing in accordance with the above described requirements.

16. Upon the request of the Agent, the Landlord will provide the Agent with estoppel certificates, substantially similar in form and substance to this Estoppel Certificate, with respect to the status of the Lease and the compliance by the Landlord and/or Tenant with regard to specific terms, provisions and conditions set forth thereunder.
17. Each party hereto agrees to execute such documents as may be reasonably required from time to time to evidence or effectuate the terms and provisions hereof.
18. This Estoppel Certificate is binding on, and shall inure to the benefit of, the Tenant, the Agent, and the Landlord, and each of their successor and assigns.

[The balance of this page is intentionally left blank]

It is intended that this Estoppel Certificate take effect as a sealed instrument as of this \_\_\_ day of \_\_\_\_\_, 200\_\_.

LANDLORD:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENT:

KEYBANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EEC-7

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**EXHIBIT A**

Premises

(See Attached)

EEC-8

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**EXHIBIT B**

Lease

(See Attached)

EEC-9

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**EXHIBIT C**

**Encumbrances**

EEC-10

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SCHEDULE 6.14.2(i) TO LOAN AGREEMENT

**Borrowing Base Property**

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Trexlertown Plaza  
Lake Raystown Shopping Center  
Blue Mountain Commons  
Carbondale Plaza

**Fee or Leasehold Estate Interest**

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Fee Interest  
Fee Interest  
Fee Interest  
Fee Interest

**Rights of First Refusal**

NONE

SCHEDULE 6.14.4(ii)

NONE

S-3

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SCHEDULE 6.14.4(iii)

NONE

S-4

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SCHEDULE 6.14.4(iv)

NONE

S-5

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SCHEDULE 6.14.5

**Ground Lessor(s)**

None

**Affiliated with an  
Affiliate of a Loan Party?**

S-6



SCHEDULE CF

**CEDAR SHOPPING CENTERS, INC.**  
**Projected Operating Budget**  
**Funds From Operations (“FFO”) and Adjusted Funds From Operations (Cash Flow — “AFFO”)**  
**Year Ending March 31, 2009**  
**(unaudited)**

	<u>Consolidated totals</u>
<b>Revenues:</b>	
Rent	\$ 142,053,000
Expense recoveries	33,163,000
Other	559,000
<b>Total revenues</b>	<u>175,775,000</u>
<b>Expenses:</b>	
Operating, maintenance and management	28,714,000
Real estate and other property-related taxes	18,907,000
General and administrative	8,766,000
Interest expense (including amortization of deferred financing costs)	47,334,000
Depreciation and amortization	46,772,000
Interest income and income from unconsolidated joint venture	(1,525,000)
<b>Total expenses</b>	<u>148,968,000</u>
<b>Income before minority and limited partners’ interests</b>	26,807,000
Minority interests	(2,159,000)
Limited partners’ interest	<u>(666,000)</u>
<b>Net income</b>	23,982,000
Preferred stock distribution requirements	<u>(7,877,000)</u>
<b>Net income applicable to common shareholders</b>	16,105,000
Add/deduct:	
Real estate depreciation and amortization	46,502,000
Limited partners’ interest	666,000
Minority interests	2,159,000
Minority interests’ share of FFO	(5,993,000)
Equity in income of unconsolidated joint venture	(891,000)
FFO from unconsolidated joint venture	1,264,000
<b>FFO</b>	<u>59,812,000</u>
Add/deduct:	
Pro rata share of straight-line rents	<u>(2,384,000)</u>

	<b>Consolidated totals</b>
Pro rata share of amortization of intangible lease liabilities	(13,166,000)
Pro rata share of cap-x @ \$0.55/sq.ft./year (excluding development/redevelopment properties)	(5,431,000)
Pro rata share of scheduled debt amortization payments	(6,766,000)
Non-real estate depreciation and amortization	<u>1,882,000</u>
<b>AFFO (Cash Flow)</b>	<b><u>\$ 33,947,000</u></b>

SCF-2

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this "Amendment"), dated as of April 9, 2010, is by and among KEYBANK, NATIONAL ASSOCIATION, as Administrative Agent (hereinafter, the "Administrative Agent"), the Lenders (as hereinafter defined) party hereto and CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership, as the Borrower (hereinafter, the "Borrower"). All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms as set forth under the Loan Agreement (as hereinafter defined).

BACKGROUND

WHEREAS, (a) the Administrative Agent, (b) Keybank, National Association, Manufacturers and Traders Trust Company, Regions Bank, Citizens Bank of Pennsylvania, Raymond James Bank, FSB, TD Bank, N.A., and Tristate Capital Bank, as the lenders (hereinafter, the "Lenders"), and (c) the Borrower have entered into a certain loan arrangement evidenced by, among other documents, instruments and agreements, that certain Amended and Restated Loan Agreement, dated as of October 17, 2008 (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, the Administrative Agent, the Required Lenders and the Borrower have agreed to amend the Loan Agreement as more particularly set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Administrative Agent, the Required Lenders and the Borrower as follows:

AGREEMENT

1. Amendment. The Loan Agreement is amended by adding a new Clause 8.2.6 to the end of Section 8.2 of the Loan Agreement to read as follows, and by making the appropriate punctuation and grammatical changes thereto:

*8.2.6. Easements, etc. Liens in connection with easements, rights-of-way, zoning restrictions and other similar encumbrances affecting real property which, in the aggregate, do not impose material financial obligations on the Borrower or any Loan Party, and which do not, in the aggregate, materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of such property or the Loan Party that owns such property.*

2. Effectiveness; Conditions Precedent. This Amendment shall be effective upon receipt by the Administrative Agent of copies of this Amendment duly executed by the Borrower and the Required Lenders.

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3. Ratification of Loan Agreement. The Borrower acknowledges and consents to the terms set forth herein and agrees that this Amendment does not impair, reduce or limit any of its obligations under the Loan Documents. Except as set forth in this Amendment, all of the terms and conditions of the Loan Agreement shall remain unchanged and shall continue in full force and effect. All future references to the "Loan Agreement" shall be deemed to be references to the Loan Agreement as amended by this Amendment.

4. Authority/Enforceability. The Borrower represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligations, enforceable in accordance with its terms.

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by the Borrower of this Amendment.

(d) The execution and delivery of this Amendment does not (i) violate, contravene or conflict with any provision of its, or its Subsidiaries' organization documents or (ii) materially violate, contravene or conflict with any Laws applicable to it or any of its Subsidiaries.

5. Representations and Warranties of the Borrower. The Borrower represents and warrants to the Lenders that after giving effect to this Amendment (a) the representations and warranties of the Borrower and each other Loan Party contained in Article 6 of the Loan Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof, except to the extent that the representations and warranties in Sections 6.4, 6.7, 6.9 and 6.14 have been modified to reflect events occurring after the date of the Loan Agreement, as same have been disclosed in writing to the Administrative Agent on or before the date hereof, and except that the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2 of the Loan Agreement, and (b) no event has occurred and is continuing which constitutes a Default or an Event of Default.

6. Release. In consideration of the Lenders entering into this Amendment, the Borrower hereby release the Administrative Agent, the Lenders and the Administrative Agent's and the Lenders' respective officers, employees, representatives, agents, counsel and directors from any and all actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, now known or unknown, suspected or unsuspected to the extent that any of the foregoing arises from any action or failure to act solely in connection with the Loan Documents on or prior to the date hereof.

7. Counterparts/Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Amendment by telecopy or .pdf shall be effective as an original.

8. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, this Amendment has been executed as a sealed instrument as of the date first set forth above.

**BORROWER:**

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.,  
a Delaware limited partnership

By: Cedar Shopping Centers, Inc.,  
its general partner

By: /s/ Brenda J. Walker  
Name: Brenda J. Walker  
Title: Chief Operating Officer

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**ADMINISTRATIVE AGENT:**

KEYBANK, NATIONAL ASSOCIATION,  
as Administrative Agent on behalf of itself and the Required  
Lenders pursuant to the deemed approval provisions of  
Section 13.4.2 of the Loan Agreement.

By: /s/ Jeffrey M. Morrison

Name: Jeffrey M. Morrison

Title: Senior Banker

**SECURITIES PURCHASE AGREEMENT**

Securities Purchase Agreement dated as of the 26<sup>th</sup> day of October, 2009, by and among Cedar Shopping Centers, Inc., a Maryland corporation (the “**Company**”), Cedar Shopping Centers Partnership L.P., a Delaware limited partnership (the “**Operating Partnership**”), RioCan Holdings USA Inc., a Delaware corporation (the “**Purchaser**”), and RioCan Real Estate Investment Trust, an unincorporated closed-end trust constituted in accordance with the laws of the Province of Ontario (“**RioCan**”).

**WITNESSETH :**

**WHEREAS**, the Company desires to issue and sell to the Purchaser shares (the “**Shares**”) of Common Stock, \$.06 par value, of the Company (the “**Common Stock**”), and a stock purchase warrant (the “**Warrant**”) to purchase shares of Common Stock of the Company;

**WHEREAS**, the Purchaser desires to purchase the Shares and the Warrant from the Company;

**WHEREAS** RioCan desires to guarantee the performance by the Purchaser of its covenants, agreements and obligations under this Agreement pursuant to a guaranty in the form of Exhibit A attached hereto (the “**Guaranty**”);

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

**ARTICLE I  
PURCHASE**

**1.1 Purchase.**

Subject to the terms and conditions set forth herein, the Company hereby agrees to issue and sell to the Purchaser, and the Purchaser hereby agrees to subscribe for and purchase from the Company, on the Closing Date set forth in Article IV, 6,666,666 Shares at a purchase price of \$6.00 per Share, which price was established on September 15, 2009, plus the Warrant to purchase 1,428,570 shares of Common Stock for which no additional consideration is being paid. The Warrant shall be in the form of Exhibit B attached hereto.

**1.2 Purchase Price.**

The purchase price payable by the Purchaser hereunder for the Shares and Warrant is \$39,999,996, which will be paid by the Purchaser to the Company on the Closing Date by means of a wire transfer to an account and depository designated by the Company to the Purchaser in writing at least three business days prior to the Closing Date.

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**ARTICLE II  
REPRESENTATIONS AND WARRANTIES OF THE COMPANY  
AND THE OPERATING PARTNERSHIP**

The Company and the Operating Partnership hereby jointly and severally represent and warrant to the Purchaser, as of the date hereof, as follows and acknowledge and confirm that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Shares and the Warrant:

**2.1 Due Organization and Qualification.**

The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland. The Operating Partnership is a limited partnership, duly organized and validly existing and in good standing under the laws of the State of Delaware. Each of the Company's other subsidiaries is duly organized and validly existing in good standing under the laws of the state of its incorporation or organization, except where the failure to be organized and existing will not have a Material Adverse Effect. The Company and each of the subsidiaries has all requisite corporate, partnership or entity power and authority, as the case may be, to conduct its business as it is now being conducted and to own or lease the properties and assets it now owns or holds under lease. Each of the Company and its subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. For purposes of this Agreement, "**Material Adverse Effect**" shall mean any condition, circumstance, or situation that could reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement or the transactions contemplated herein, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement.

**2.2 Authorization.**

The Company has the full corporate power and authority to enter into this Agreement and the Registration Rights Agreement between the Company and the Purchaser in the form of Exhibit C attached hereto (the "**Registration Rights Agreement**"), and to perform all of its obligations hereunder and thereunder. The Operating Partnership has the full partnership power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution, delivery and performance of this Agreement by the Company and the Operating Partnership and the Registration Rights Agreement by the Company have been duly authorized by all necessary action, and no further consent or authorization is required by the Company, its Board of Directors or its stockholders or the Operating Partnership, its general partner or its unitholders, as applicable. This Agreement and the Registration Rights Agreement constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms. This Agreement constitutes the legal, valid and binding obligation of the Operating Partnership, enforceable against the Operating Partnership in accordance with its terms. The issuance of the Shares and the Warrant and of the shares of

Common Stock issuable upon exercise of the Warrant (the "**Warrant Shares**") pursuant to the provisions of this Agreement has been duly and validly authorized by the Company.

### **2.3 Capitalization.**

The Company's authorized capitalization consists of 150,000,000 shares of Common Stock, par value \$.06 per share, and 12,500,000 shares of Preferred Stock, par value \$.01 per share. All of such outstanding shares have been validly issued and are fully paid and non-assessable and have been issued in compliance with applicable United States federal and state securities laws. The Common Stock is currently quoted on the New York Stock Exchange ("NYSE") under the trading symbol "CDR". At the date of this Agreement, there were 45,236,144 shares of Common Stock issued and outstanding and 3,550,000 shares of Series A Preferred Stock issued and outstanding. Except for (a) options to purchase 13,332 shares of Common Stock at an exercise price of \$10.50 per share (expiring July 10, 2011), (b) 2,005,888 shares of Common Stock issuable upon the redemption of outstanding units (the "**Units**") in the Operating Partnership, (c) warrants to purchase 83,333 Units at an exercise price of \$13.50 per Unit (expiring May 2012) and (d) the Standby Equity Purchase Agreement between the Company and YA Global Master SPV Ltd. dated September 21, 2009, there are no outstanding options, warrants or other rights, commitments or arrangements, written or oral to which the Company is a party or by which it is bound, to purchase or otherwise acquire any authorized but unissued shares of capital stock of the Company or any security convertible into or exchangeable or exercisable for any capital stock of the Company. There are no securities or instruments containing anti-dilution or similar provisions that will be triggered by this Agreement or any related agreement or the consummation of the transactions described herein or therein. The Company has furnished to the Purchaser true and correct copies of the Company's Articles of Incorporation, as amended and as in effect on the date hereof (the "**Articles of Incorporation**"), and the Company's By-laws, as in effect on the date hereof (the "**By-laws**").

### **2.4 Valid Issuance.**

- (a) The Shares and the Warrant, when delivered in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or encumbrances, subject to any restrictions imposed by the Securities Act (as defined herein) and applicable state securities laws. The Warrant Shares, when issued and delivered upon exercise of the Warrant, will be duly and validly issued, fully paid and non-assessable and issued free and clear of any liens or encumbrances, subject to any restrictions imposed by the Securities Act and applicable state securities laws. The Shares, the Warrant and the Warrant Shares will be issued in compliance with all applicable United States federal and state securities laws and regulations and rules of the NYSE. Neither the stockholders of the Company, nor any other person or entity have any preemptive rights or rights of first refusal with respect to the Shares, the Warrant or the Warrant Shares or other rights to purchase or receive any of the Shares, the Warrant or the Warrant Shares or any other securities or, except as set forth on Schedule 2.4 hereto, assets of the Company, and no person has the right, contractual or otherwise, to cause the Company to issue to it, or register pursuant to the Securities Act, any shares of Common Stock or other securities or assets of

the Company upon the issuance or sale of the Shares, the Warrant or the Warrant Shares. The Company is not obligated to offer the Shares, the Warrant or the Warrant Shares on a right of first refusal basis or otherwise to any third parties including, but not limited to, current or former shareholders of the Company, underwriters, brokers, or agents.

- (b) The 6,666,666 limited partnership units of the Operating Partnership (the “**OP Units**”) and the warrant to purchase 1,428,570 OP Units (the “**OP Warrant**”) to be issued to the Company pursuant to Section 4.5(g) of the Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, dated as of June 25, 1998, as amended on October 9, 2003, July 26, 2004 and March 30, 2005 (the “**OP Partnership Agreement**”), concurrently with the issuance of the Shares and the Warrant to the Purchaser at the Closing will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or encumbrances, subject to any restrictions imposed by the Securities Act and applicable state securities laws.

## **2.5 SEC Documents; Financial Statements**

- (a) The Common Stock is registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the “**Exchange Act**”). The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the Securities and Exchange Commission (“**SEC**”) within the two years preceding the date hereof (such documents, as they may be amended after the date hereof and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein, being hereinafter referred to as the “**SEC Documents**”). The Company is current with its filing obligations under the Exchange Act and all SEC Documents have been filed on a timely basis or the Company has received a valid extension of such time of filing and has filed any such SEC Document prior to the expiration of any such extension. As of their respective dates, each SEC Document complied in all material respects as to form with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Document, and except to the extent that information contained in any SEC Document has been revised or superseded by a later filed SEC Document, none of the SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared from the books and records of the Company and its subsidiaries in accordance with U.S. generally accepted accounting principles (“**GAAP**”), consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of

unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present the financial position of the Company as of the dates thereof and the results of its operations, cash flows and changes in stockholders' equity for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

- (b) Except (i) as set forth in the SEC Documents, (ii) for liabilities or obligations incurred in the ordinary course of business since June 30, 2009, and (iii) for mortgages placed on properties of the Company since June 30, 2009, copies of which have been provided to the Purchaser, neither the Company nor any of its subsidiaries has any material liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required by GAAP to be set forth on a consolidated balance sheet of the Company or in the notes thereto.
- (c) None of the Company's subsidiaries is, or has at any time within the two years preceding the date hereof been, subject to the reporting requirements of Sections 13(a) and 15(d) of the Exchange Act.

## **2.6 No Violations.**

None of the sale or issuance of the Shares or Warrant (or the issuance and delivery of the Warrant Shares), the execution and delivery by the Company of this Agreement and the Registration Rights Agreement, or the fulfillment by the Company of the terms set forth in this Agreement and the Registration Rights Agreement and the consummation of the transactions contemplated by this Agreement and the Registration Rights Agreement (including, without limitation, the granting by the Company to the Purchaser of the preemptive rights in Section 9.3 hereof), will (i) except as disclosed in writing to the Purchaser on October 21, 2009, violate, conflict with or constitute a breach of, or constitute a default under or an event which, with or without notice or lapse of time or both, would be a breach of or default under or violation of the Articles of Incorporation or By-laws or would be a breach of or default under or violation of, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, document, indenture, mortgage or other instrument or undertaking by which the Company or any of its subsidiaries is bound or to which any of its or their properties are subject, or would be a violation of any law, rule, administrative regulation, judgment, order or decree applicable to the Company or any of its subsidiaries, (ii) except as disclosed in writing to the Purchaser on October 21, 2009, require the consent of any person or entity under any agreement, indenture, mortgage, document or other instrument or undertaking by which the Company or any of its subsidiaries is bound or to which any of its or their properties are subject, (iii) except as specifically contemplated by this Agreement, as required under the NYSE, as required under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**") and any applicable state securities laws, require the Company or any of its subsidiaries to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement in accordance with the terms hereof, except as such consent, authorization or order has been obtained prior to the date hereof, except for approval of the NYSE or registration of the Shares and Warrant Shares as required under the Registration Rights Agreement, (iv) require the consent, approval or authorization of the

stockholders of the Company under the rules and regulations of the NYSE, or (v) require any action under the terms of Subtitle 7 of Title 3 of the Maryland General Corporation Law (the “**MGCL**”) or Section 3-602 of the MGCL. Except as disclosed in the SEC Documents, neither the Company nor its subsidiaries is in violation of any term of or in default under its Articles of Incorporation or By-laws or their organizational charter or by-laws, respectively, or any material contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree or order or any statute, rule or regulation applicable to the Company or its subsidiaries. The business of the Company and its subsidiaries is not being conducted in violation of any material law, ordinance or regulation of any governmental entity. All the properties and assets owned by the Company or any of its subsidiaries that are subject to the Joint Venture Purchase Agreement (as defined below) constitute exempt assets for purposes of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “**HSR Act**”) and Rules 802.2(h) and 802.5 thereunder, and, in connection with the contemplated joint venture involving the Operating Partnership and the Purchaser (the “**Rapids JV**”), the Company shall use its commercially reasonable efforts to cause the Rapids JV to use such properties and assets that are subject to the Joint Venture Purchase Agreement for investment or rental purposes only in compliance with the exemption provided by Rule 802.5 under the HSR Act.

## **2.7 Intellectual Property Rights.**

The Company and its subsidiaries own or possess adequate rights or licenses to use all material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, trade secrets and rights necessary to conduct their respective businesses as now conducted. The Company and its subsidiaries do not have any knowledge of any infringement by the Company or its subsidiaries of trademarks, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secrets or other similar rights of others, and to the knowledge of the Company, there is no claim, action or proceeding being made or brought against or being threatened against, the Company or its subsidiaries regarding trademarks, trade names, patents, patent rights, inventions, copyrights, licenses, service names, service marks, service mark registrations, trade secrets or other infringement.

## **2.8 Employee Relations.**

Neither the Company nor any of its subsidiaries is involved in any labor dispute nor, to the knowledge of the Company or any of its subsidiaries, is any such dispute threatened, in each case which would have a Material Adverse Effect. Except for matters which would not, individually or in the aggregate, have a Material Adverse Effect: (i) neither the Company nor any of its subsidiaries is engaged in any unfair labor practice; (ii) there is (A) no unfair labor practice complaint pending or, to the Company’s or the Operating Partnership’s knowledge, threatened against the Company or any of its subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or to the knowledge of the Company threatened, (B) no strike, labor dispute, slowdown or stoppage is pending or, to the Company’s or the Operating Partnership’s knowledge, threatened against the Company or any of its subsidiaries, and (C) to the knowledge of the Company no union representation dispute currently existing concerning the employees of the Company or any of its subsidiaries; and (iii) to the Company’s knowledge, (A) no union

organizing activities are currently taking place concerning the employees of the Company or any of its subsidiaries and (B) there is no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974 (“ERISA”) or the rules and regulations promulgated thereunder concerning the employees of the Company or any of its subsidiaries.

The Company and its subsidiaries are in compliance with wage and hour determinations issued by the U.S. Department of Labor under the Service Contract Act of 1965 and the Fair Labor Standards Act in paying its employees’ salaries, fringe benefits and other compensation for the performance of work or other duties in connection with contracts with the U.S. government, and are in compliance with the requirements of the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Civil Rights Act of 1964 (Title VII), the National Labor Relations Act, the Vietnam Era Veteran’s Readjustment Act, the Age Discrimination in Employment Act, as amended by the Older Workers’ Benefit Protection Act, and federal, state and local labor laws, each as amended except in each case where the failure to comply with any such requirements has not, and will not, have a Material Adverse Effect.

## **2.9 Environmental Laws.**

Except as disclosed in the SEC Documents, the Company and its subsidiaries (i) are in compliance with any and all material foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”) applicable to its or their use or control of the Owned Real Property and the Leased Real Property (as such terms are defined herein), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, in each case except where any noncompliance or non-receipt would not, individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in the SEC Documents or as would not, singly or in the aggregate, result in a Material Adverse Effect, there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries with respect to its or their use or control of the Owned Real Property and the Leased Real Property. Neither the Company nor any of its subsidiaries has been named as a “potentially responsible party” under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended. To the knowledge of the Company, neither the Company nor any of its subsidiaries owns, leases or occupies any property that appears on any list of hazardous sites compiled by any state or local government agency.

## **2.10 Title.**

Except as disclosed in the SEC Documents, the Company, each of its subsidiaries and any joint ventures in which the Company or any of its subsidiaries owns an interest, as the case may be, has good and marketable fee title to all material real property and material tangible assets owned by it that are used or held for use in, or that are necessary to conduct its business as

conducted on the date hereof (each an **“Owned Real Property”**), free and clear of any pledge, lien, security interest, encumbrance or claim (each of the foregoing a **“Lien”**), other than (a) Liens permitted under any of the loan and credit facilities disclosed in the SEC Documents, (b) Liens permitted under the terms hereof or any agreement executed and delivered in connection herewith, and (c) Liens that are not material to the business of the Company, and (d) mortgages placed on properties subsequent to the date of the latest SEC Document, copies of which have been provided to the Purchaser. Except as disclosed in the SEC Documents, (i) any material real property held under lease by the Company and its subsidiaries (each a **“Leased Real Property”**) are held by them under valid, subsisting and enforceable leases and (ii) no notice of default or termination thereunder is outstanding. Except as disclosed in the SEC Documents, each of the Owned Real Properties and Leased Real Properties complies with all applicable building, zoning, subdivision and other land use codes, laws and regulations, except for such failures to comply that would not in the aggregate have a Material Adverse Effect. Except as disclosed in the SEC Documents, the Company does not have any knowledge of any pending or threatened condemnation proceedings affecting the Owned Real Property, except such condemnation proceedings that would not have a Material Adverse Effect.

#### **2.11 Insurance.**

The Company and each of its subsidiaries are insured against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its subsidiaries are engaged. Neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

#### **2.12 Title Insurance.**

Title insurance in favor of the Company and its subsidiaries, as the case may be, has been obtained with respect to each material property owned by any such entity in an amount at least equal to the cost of acquisition of such property, except where the failure to obtain such title insurance would not have a Material Adverse Effect.

#### **2.13 REIT Status.**

The Company qualifies as a real estate investment trust (including its organization and method of operations and those of its subsidiaries) for U.S. federal income tax purposes.

#### **2.14 Regulatory Permits.**

The Company and its subsidiaries possess all material certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, and neither the Company nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit, except in each instance which would not have a Material Adverse Effect.

**2.15 Internal Accounting Controls.**

The Company and each of its subsidiaries maintain an effective system of internal control over financial reporting.

**2.16 No Material Adverse Breaches, etc.**

Except as disclosed in the SEC Documents, neither the Company nor any of its subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect.

**2.17 Absence of Litigation.**

Except as disclosed in the SEC Documents, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending against or affecting the Company, the Common Stock or any of the Company's subsidiaries, wherein an unfavorable decision, ruling or finding would have a Material Adverse Effect.

**2.18 Subsidiaries.**

Except as disclosed in the SEC Documents, the Company does not presently own or control, directly or indirectly, any interest in any other material corporation, partnership, association or other business entity, except for those acquired or formed in the ordinary course of business since December 31, 2008. The outstanding equity interests of, or other ownership interests in, each of the Company's subsidiaries have been duly authorized and validly issued, are fully paid and, except as to subsidiaries that are partnerships or limited liability companies, nonassessable, and are owned by the Company, directly or indirectly, free and clear of any security interest, lien, encumbrance or claim, except for Joint Ventures listed on Schedule 2.32.

**2.19 Tax Status.**

Except as disclosed in the SEC Documents and subject to valid extensions, the Company and each of its subsidiaries has made or filed all material federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject and (unless and only to the extent that the Company and each of its subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes by the Company or its subsidiaries in any material amount claimed to be due by the taxing authority of any jurisdiction.

**2.20 Certain Transactions.**



Except as disclosed in the SEC Documents or the recent leasing of additional office space at the Company's executive offices, the particulars of which have been fully disclosed in writing to the Purchaser, none of the officers or directors of the Company is presently a party to any transaction with the Company which individually or in the aggregate would be material (other than for services as officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer or director or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer or director has a substantial interest or is an officer, director, trustee or partner.

**2.21 Waiver of Ownership Limit.**

The Board of Directors of the Company has waived the Ownership Limit (as defined in the Articles of Incorporation) to permit the Purchaser to acquire and hold an ownership position in the Company in an amount not to exceed 16% of the issued and outstanding Common Stock (provided, however, that the Purchaser shall not be in breach of the Ownership Limit if its percentage ownership increases above 16% solely as the result of the repurchase by the Company of its Common Stock), and such waiver is in full force and effect. A true and complete copy of such waiver has been delivered to the Purchaser prior to the execution hereof..

**2.22 Absence of Manipulations.**

The Company has not taken and will not take, directly or indirectly, any action designed to cause or result in, or that constitutes or might reasonably be expected to result in or constitute, the stabilization or manipulation of the price of any security of the Company or which caused or resulted in, or which would in the future reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company.

**2.23 Investment Company.**

Neither the Company nor any of its subsidiaries is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended, nor is the Company nor any of its subsidiaries, directly or indirectly, controlled by or acting on behalf of any person that is an "investment company" within the meaning of such act.

**2.24 Disclosure Controls and Procedures.**

The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act) in accordance with the rules and regulations under the Sarbanes- Oxley Act, of 2002, the Securities Act and the Exchange Act.

**2.25 Sarbanes-Oxley.**

There is and has been no failure on the part of the Company or any of the officers and directors of the Company, in their capacities as such, to comply in all material respects with the

provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder.

**2.26 Maryland Business Combination Act; Maryland Control Share Acquisition Act.**

Pursuant to the Articles of Incorporation, Section 3-602 of the MGCL is inapplicable to any business combination between the Company and any other person. Pursuant to the Articles of Incorporation, Subtitle 7 of Title 3 of the MGCL is inapplicable to any acquisition of Control Shares (as defined in the MGCL) that is not prohibited by the terms of Article IV of the Articles of Incorporation. To the extent that any acquisition of shares of Common Stock by the Purchaser pursuant to this Agreement would constitute an acquisition of Control Shares, such acquisition has been exempted from Subtitle 7 of Title 3 of the MGCL pursuant to the waiver of the Ownership Limit referred to in Section 2.21 above.

**2.27 Patriot Act.**

No portion of the purchase price received by the Company hereunder will be used to further any action in violation or contravention of the U.S.A. Patriot Act or otherwise violate or contravene the rules, regulations or policies of the U.S. Office of Foreign Assets Control.

**2.28 FCPA.**

Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company or the Operating Partnership, any director, officer, agent or employee of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “**FCPA**”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Company and its subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

**2.29 Money Laundering Laws.**

The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency applicable to the Company or its subsidiaries (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

### **2.30 Private Offering.**

The Company has not issued, sold or offered, or solicited any offers to acquire, any security of the Company to or from any person under circumstances that would cause the sale of the Shares, the Warrant or the Warrant Shares as contemplated by this Agreement, to be subject to the registration requirements of the Securities Act. Assuming the representations of Purchaser contained in Sections 3.4, 3.5, 3.6 and 3.7 are true and correct, the sale and delivery of the Shares, the Warrant and the Warrant Shares hereunder are exempt from the registration and prospectus delivery requirements of the Securities Act.

### **2.31 No Material Adverse Change.**

Since June 30, 2009, there has not been any adverse change in the Company's results of operations, assets, business or condition (financial or otherwise) that may reasonably be expected to result in a Material Adverse Effect.

### **2.32 Joint Ventures.**

All of the joint ventures in which the Company or any subsidiary owns an interest of greater than 5.0% and that are currently conducting business (the **Joint Ventures**) are listed on Schedule 2.32 hereto. The Company's (or subsidiary's, as the case may be) ownership interest in such Joint Venture is as set forth on Schedule 2.32. To the knowledge of the Company and the Operating Partnership, each of the Joint Ventures possesses such certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now being conducted by it, and none of the Joint Ventures has received notice of any proceedings relating to the revocation or modification of any such certificate, authority or permit which singly or in the aggregate, if the subject of an unfavorable ruling or decision, would have a Material Adverse Effect.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Company, as of the date hereof as follows and hereby acknowledges and confirms that the Company is relying upon such representations and warranties in connection with the issuance to the Purchaser of the Shares and the Warrant:

### **3.1 Due Organization.**

The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Purchaser has all requisite power and authority to conduct its business as it is now being conducted and to own or lease the properties and assets it now owns or holds under lease.

### **3.2 Authorization.**

The Purchaser has the full power and authority to enter into this Agreement and the Registration Rights Agreement and to perform all of its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Purchaser have been duly authorized by all necessary action. This Agreement and the Registration Rights Agreement constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms.

### **3.3 No Violations.**

None of the purchase of the Shares or Warrant (or the issuance and delivery of the Warrant Shares), the execution and delivery of this Agreement and the Registration Rights Agreement by the Purchaser, nor the fulfillment by the Purchaser of the terms set forth in this Agreement and the Registration Rights Agreement and the consummation of the transactions contemplated by this Agreement and the Registration Rights Agreement, will (i) violate, conflict with or constitute a breach of, or constitute a default under or an event which, with or without notice or lapse of time or both, would be a breach of or default under or violation of the organizational documents of the Purchaser or would be a breach of or default under or violation of any agreement, document, indenture, mortgage or other instrument or undertaking by which the Purchaser or any of its affiliates (as such term is defined in Rule 12b-2 of Regulation 12b under the Exchange Act) is bound or to which any of its or their properties are subject, or would be a violation of any law, rule, administrative regulation, judgment, order or decree applicable to the Purchaser or any of its affiliates, (ii) require the consent of any person or entity under any agreement, indenture, mortgage, document or other instrument or undertaking by which the Purchaser or any of its affiliates is bound or to which any of its or their properties are subject, or (iii) except as specifically contemplated by this Agreement or as required under the Securities Act, require the Purchaser or any of its affiliates to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement in accordance with the terms hereof, except as such consent, authorization or order has been obtained prior to the date hereof.

### **3.4 Investment Intent.**

The Purchaser is acquiring the Shares and Warrant (and Warrant Shares) for its own account, for investment purposes only, and not with a view to, or in connection with, any resale or other distribution thereof in violation of any of the registration requirements of the Securities Act. Other than the Shares to be acquired on the Closing Date pursuant hereto, the Purchaser does not beneficially own any shares of Common Stock of the Company.

### **3.5 No Registration under Federal or State Securities Laws.**

The Purchaser acknowledges that the Shares, Warrant and Warrant Shares have not been registered under the Securities Act or the securities laws of any state by reason of a specific exemption or exemptions from registration under the Securities Act and applicable state securities laws, and that the Company's reliance on such exemptions is predicated on the accuracy and completeness of the Purchaser's representations, warranties, acknowledgments and agreements herein. Accordingly, the Shares, Warrant and Warrant Shares may not be offered,

sold, transferred, pledged or otherwise disposed of by the Purchaser without an effective registration statement under the Securities Act and any applicable state securities laws or an opinion of counsel acceptable to the Company that the proposed transaction will be exempt from registration. The Purchaser understands that the Shares, Warrant and Warrant Shares will bear a legend substantially to the effect of the following:

“The securities represented by this certificate have not been registered under the *Securities Act of 1933*, as amended (the “**Act**”), or the securities laws of any state. The securities may not be offered, sold, transferred, pledged or otherwise disposed of without an effective registration statement under the Act and under any applicable state securities laws, receipt of a no-action letter issued by the Securities and Exchange Commission (together with either registration or an exemption under applicable state securities laws) or an opinion of counsel acceptable to the Company that the proposed transaction will be exempt from registration under the Act and applicable state securities laws.”

and that the Company will instruct its transfer agent to place a stop order against the transfer of the certificates representing the Shares and Warrant Shares and refuse to effect any transfers thereof in the absence of satisfying the conditions contained in the foregoing legend.

### **3.6 Investment Experience.**

The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of its investment in the Company and of protecting its own interests in connection therewith. The Purchaser is an “accredited investor” within the meaning of Rule 501(a) promulgated under the Securities Act.

### **3.7 Investment Risks.**

The Purchaser acknowledges that an investment in the Company involves substantial risks. The Purchaser is able to bear the economic risk of its investment for an indefinite period of time.

### **3.8 Commissions.**

The Purchaser has not paid or given any commission or other remuneration in connection with the purchase of the Shares, other than the payment of fees to RBC Capital Markets in connection with advisory services provided by it to the Purchaser and its affiliates in connection with the transactions contemplated by this Agreement.

### **3.9 Tax Representations.**

Capitalized terms used in this Section 3.9 but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Articles of Incorporation of the Company.

- (a) No “individual” who Beneficially Owns for Tax Purposes any of the outstanding Common Stock of the Company held by the Purchaser does or will Beneficially Own for Tax Purposes in the aggregate more than 9.9% of the value of the outstanding Common Stock of the Company by reason of (i) a direct or indirect ownership interest in the Purchaser (or any direct or indirect member or owner thereof) and/or (ii) a direct or indirect interest in the Company. The determination by the Purchaser of the number in clause (ii) of the preceding sentence is or will be based solely on information disclosed in writing to the Purchaser by either the Company or a shareholder of Purchaser (or a direct or indirect member or owner thereof).
- (b) Neither the Purchaser nor any person on behalf of whom the Purchaser owns Common Stock will actually own or Constructively Own an interest in a tenant of the Company (or a tenant of an entity owned or controlled by the Company) that would cause the Company to Constructively Own in the aggregate more than a 9.9% interest (as set forth in Section 856(d)(2)(B) of the *Internal Revenue Code of 1986*, as amended (the “Code”)) in such tenant.
- (c) No person or entity owns more than fifty percent of the equity interest in RioCan.
- (d) For purposes of these tax representations, “individual” has the same meaning provided in Section 542(a)(2) of the Code, “Beneficially Owns for Tax Purposes” means direct, indirect, or constructive ownership through the application of Section 544 of the Code, as modified by Section 856(h)(1) of the Code, and “Constructively Own” means direct, indirect, or constructive ownership through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code.
- (e) The Purchaser agrees that any violation or attempted violation of the representations (i) set forth in Section 3.9(a) solely by reason of an ownership interest described in clause (i) thereof, or (ii) if such violation or attempted violation causes or would cause the Company to lose its status as a real estate investment trust for U.S. federal income tax purposes, set forth in any other provision of Section 3.9, will result in all or a portion of the shares of Common Stock of the Company owned by the Purchaser being automatically transferred to a Charitable Trust in accordance with Section B (4)(c)(i) of Article IV of the Articles of Incorporation
- (f) The Purchaser expressly permits the Company and Stroock & Stroock & Lavan LLP, as counsel to the Company, to rely on the representations set forth in this Section 3.9 as if the Purchaser made such representations directly to both the Company and Stroock & Stroock & Lavan LLP.

- (g) The Purchaser agrees and acknowledges that the continued truth and accuracy of the representations set forth in this Section 3.9 is a condition precedent to the validity and effectiveness of the waiver of the ownership limit granted in connection herewith and that the Purchaser will, upon request by the Company, promptly deliver written confirmation of such representations

### **3.10 Financial Resources.**

The Purchaser has sufficient funding, and will have sufficient funds available at the Closing, to enable it to purchase the Shares on the terms hereof and to undertake the agreements and obligations contemplated by this Agreement.

### **3.11 Opportunity for Independent Investigation.**

Except for the representations and warranties made by the Company in Article II, the Purchaser is relying on its own investigation of the Company in making its decision to execute this Agreement and to purchase the Shares. The Purchaser has conducted its own independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company, which investigation, review and analysis was conducted by or on behalf of the Purchaser. In entering into this Agreement, the Purchaser acknowledges that it has relied solely upon such investigation, review and analysis and not on any factual representations of the Company, other than the specific representations and warranties of the Company set forth in Article II. Except as provided in Section 7.1, nothing in this Section 3.11 shall diminish or limit in any manner the effect of the representations and warranties of the Company set forth in Article II or the indemnity of the Company provided in Article VI.

### **3.12 HSR Act.**

In connection with its participation in the Rapids JV, the Purchaser shall use its commercially reasonable efforts to cause the Rapids JV to use the properties and assets that are subject to the Joint Venture Purchase Agreement for investment or rental purposes only in compliance with the exemption provided by Rule 802.5 under the HSR Act.

## **ARTICLE IV CLOSING DATE**

### **4.1 Closing Date.**

The closing (the “**Closing**”) of the transactions contemplated by this Agreement shall take place at the offices of Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 at 10:00 a.m. on the second business day after the satisfaction or waiver of the conditions contained in Article VII and Article VIII, except for any conditions that by their nature can only be satisfied on the Closing Date, but subject to the satisfaction of such conditions or waiver by the party entitled to waive such conditions (the “**Closing Date**”) or at such other time, place or date as the parties may mutually agree. At the Closing, (i) the Purchaser shall deliver to the Company the purchase price as set forth in Section 1.2, (ii) the Company shall deliver to the Purchaser the Shares and the Warrant and (iii) the Purchaser and the Company

shall execute and deliver the Registration Rights Agreement and the Joint Venture Purchase Agreement.

## **ARTICLE V COVENANTS**

### **5.1 Completion of Transaction.**

- (a) The Company covenants and agrees with the Purchaser to perform all obligations required to be performed by the Company under this Agreement, and to use commercially reasonable efforts to do such acts and things as may be necessary in order to complete the transactions contemplated by this Agreement as soon as reasonably practicable following the satisfaction of the conditions thereto, including taking or causing to be taken all commercially reasonable steps necessary to satisfy the conditions set forth in Article VII.
- (b) The Purchaser covenants and agrees with the Company to perform all obligations required to be performed by the Purchaser under this Agreement, and to use commercially reasonable efforts to do such acts and things as may be necessary in order to complete the transactions contemplated by this Agreement as soon as reasonably practicable following the satisfaction of the conditions thereto, including taking or causing to be taken all commercially reasonable steps necessary to satisfy the conditions set forth in Article VIII.

### **5.2 NYSE Approval.**

Within two business days following the date hereof, the Company shall file with the NYSE a supplemental listing application with respect to the Shares and the Warrant Shares, and the Company shall use commercially reasonable efforts to cause the listing of the Shares and Warrant Shares to be approved by the NYSE, subject to official notice of issuance.

### **5.3 RioCan Guarantee.**

RioCan shall unconditionally and irrevocably guarantee the due and punctual payment and performance by the Purchaser of all of its covenants, agreements and obligations under this Agreement pursuant to the Guaranty.

## **ARTICLE VI INDEMNIFICATION**

### **6.1 Indemnity.**

The Company and the Operating Partnership agree, jointly and severally, to indemnify, release, defend and hold harmless the Purchaser and its affiliates, nominees, successors and agents and the respective directors, trustees, officers, agents and employees of each of the foregoing (the "Indemnified Parties") from and against all losses, claims, damages, liabilities, penalties, fines, judgments, suits, awards, sanctions, fees, whatsoever or other costs or expenses to which an Indemnified Party may become subject, other than those relating to such



Indemnified Party's fraud, willful misconduct or gross negligence or such Indemnified Party's breach of, default under or non-compliance in any material respect with any material representation, warranty, term, condition or covenant of this Agreement, which arise out of or relate to or result from, directly or indirectly, any breach or default of or under any representation, warranty, covenant or agreement of the Company or the Operating Partnership contained herein. In addition to the foregoing, the Company and the Operating Partnership agree, jointly and severally, to reimburse each Indemnified Party for all reasonable legal or other expense incurred in connection with investigating, defending or participating in any action or other proceeding relating to any such losses or liabilities (whether or not such Indemnified Party is a party to such action or proceeding).

#### **6.2 Indemnity by the Purchaser.**

The Purchaser agrees to indemnify, release, defend and hold harmless the Company and its subsidiaries, affiliates, nominees, successors and agents and the respective directors, trustees, officers, agents and employees of each of the foregoing (the "**Company Indemnified Parties**") from and against all losses, claims, damages, liabilities, penalties, fines, judgments, suits, awards, sanctions, fees whatsoever or other costs or expenses to which a Company Indemnified Party may become subject, other than those relating to such Company Indemnified Party's fraud, willful misconduct or gross negligence or such Company Indemnified Party's breach of, default under or non-compliance in any material respect with any material representation, warranty, term, condition or covenant of this Agreement, which arise out of or relate to or result from, directly or indirectly, any breach or default of or under any representation, warranty, covenant or agreement of the Purchaser contained herein. In addition to the foregoing, the Purchaser agrees to reimburse each Company Indemnified Party for all reasonable legal or other expense incurred in connection with investigating, defending or participating in any action or other proceeding relating to any such losses or liabilities (whether or not such Company Indemnified Party is a party to such action or proceeding).

#### **6.3 Limitations on Indemnification.**

- (a) No claim for indemnification may be made with respect to a representation and warranty after the expiration of 18 months from the Closing Date.
- (b) Except for fraud, willful misconduct or gross negligence, neither the Company nor the Operating Partnership shall under any circumstances be liable to the Purchaser for consequential, incidental or punitive damages, including damages for lost profits or other speculative damages.
- (c) This Article VI shall be the exclusive remedy of the parties hereto following the Closing for any losses arising out of any misrepresentation or breach of the representations or warranties of the parties contained in this Agreement, except for fraud, willful misconduct or gross negligence. In furtherance of the foregoing, each of the parties hereto hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it may have against the other party hereto, arising under or based upon any law, other than the right to seek indemnity pursuant to this Article VI or as provided in the following

sentence. The parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to an irreparable injury to a party inadequately compensable in damages. Accordingly, a party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction.

## **ARTICLE VII CLOSING CONDITIONS OF PURCHASER**

The obligations of the Purchaser under this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, any of which may be waived in whole or in part by the Purchaser:

### **7.1 Representations and Warranties.**

The representations and warranties of the Company contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date with the same force and effect as if made on the Closing Date, except to the extent that any such representation and warranty is made as of a specific date, in which case such representation and warranty shall be true and correct on such specific date. If prior to the Closing Date the Purchaser becomes aware of the breach of or inaccuracy in any representation or warranty made by the Company in this Agreement, then the Purchaser (a) shall promptly notify the Company thereof and (b) if the Purchaser elects to consummate this Agreement, will release the Company from any liability for any loss or damage which may be sustained by reason of such breach or inaccuracy.

### **7.2 Covenants.**

The Company will have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company on or before the Closing Date.

### **7.3 Director.**

Rags Davloor, as the initial designee of the Purchaser, shall have been appointed as a director of the Company as provided in Section 9.1.

### **7.4 Litigation.**

No action, suit or proceeding shall have been instituted by or before any court or governmental body or instituted or threatened by any governmental agency or body to restrain or prevent the carrying out of the transactions contemplated hereby.

### **7.5 Registration Rights Agreement.**

The Company shall have executed and delivered the Registration Rights Agreement.

**7.6 Certificates.**

The Purchaser shall have received a stock certificate representing the Shares purchased by the Purchaser, plus the Warrant.

**7.7 Joint Venture.**

The Operating Partnership, or one or more subsidiaries of the Operating Partnership, as the case may be, shall have executed and delivered the purchase and sale agreement between the Operating Partnership and the Purchaser providing for the purchase by the Purchaser of a direct or indirect 80% interest from the Operating Partnership, or one or more subsidiaries of the Operating Partnership, as the case may be, of seven existing properties in the form attached hereto as Exhibit D (the “**Joint Venture Purchase Agreement**”).

**7.8 NYSE Matters.**

The NYSE shall have approved the listing of the Shares and the Warrant Shares, subject to official notice of issuance. The Common Stock (other than the Shares and the Warrant Shares) shall be quoted on the NYSE, and the Company shall not have received any notice threatening the continued listing of the Common Stock on the NYSE or notice that the issuance of the Shares, the Warrant or the Warrant Shares will violate the shareholder approval requirements of the NYSE.

**7.9 Credit Facility.**

The Company shall have used its commercially reasonable efforts to obtain commitments to renew its Loan Agreement dated January 30, 2004, as amended, in an amount that would not be less than \$196,000,000.

**7.10 Opinions of Counsel.**

The Purchaser shall have received opinion letters from Stroock & Stroock & Lavan LLP in the forms of Schedules A and B attached hereto.

**ARTICLE VIII  
CLOSING CONDITIONS OF THE COMPANY**

The obligations of the Company under this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date, any of which may be waived in whole or in part by the Company:

**8.1 Representations and Warranties.**

The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date with the same force and effect as if made on the Closing Date.

**8.2 Covenants.**

The Purchaser will have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser on or before the Closing Date.

**8.3 Litigation.**

No action, suit or proceeding shall have been instituted by or before any court or governmental body or instituted or threatened by any governmental agency or body to restrain or prevent the carrying out of the transactions contemplated hereby.

**8.4 NYSE Approval.**

The NYSE shall have approved the listing of the Shares and the Warrant Shares, subject to official notice of issuance.

**8.5 Joint Venture.**

The Purchaser shall have executed and delivered the Joint Venture Purchase Agreement.

**8.6 Purchase Price.**

The Company shall have received the purchase price payable by the Purchaser as provided in Section 1.2.

**8.7 Registration Rights Agreement.**

The Purchaser shall have executed and delivered the Registration Rights Agreement.

**8.8 Guaranty.**

The Guaranty shall remain in full force and effect.

**ARTICLE IX  
POST CLOSING COVENANTS**

**9.1 Directors.**

Commencing on the Closing Date and as long as the Purchaser and its affiliates continue to beneficially own more than 9.9% of the outstanding Common Stock of the Company, the Company shall use its commercially reasonable efforts to have its Board of Directors include a designee of the Purchaser, such designee to be either a senior management officer or a member of the board of trustees of RioCan and who initially shall be Rags Davloor. Without limiting the generality of the foregoing, the Company shall nominate a designee of the Purchaser and solicit proxies for the election or re-election, as the case may be, of such designee to the Board of Directors of the Company at each subsequent annual meeting of the Company or other election of directors. In the event of the death or resignation of the Purchaser's designee (or the rejection of such designee by the Company's Board of Directors), the Purchaser shall be entitled to designate a substitute senior management officer or member of the board of trustees of RioCan

to serve as the Purchaser's designee on the Company's Board of Directors. Any such designee of the Purchaser must be approved by the Board of Directors of the Company, acting reasonably and in good faith; provided that in the event the Board of Directors rejects a designee put forward by the Purchaser, it shall provide a written summary of its good faith reasons for just such rejection to the Purchaser. Such designee shall not be deemed independent under the rules of the NYSE. Such designee shall be entitled to receive all written materials furnished to each committee of the Board of Directors of the Company and to attend as an observer all such committee meetings.

### 9.2 Reservation of Common Stock.

The Company shall reserve and keep available out of its authorized but unissued Common Stock the number of shares of Common Stock required for issuance upon exercise of the Warrant, including any additional shares of Common Stock that may become so issuable by reason of the operation of the anti-dilution provisions of the Warrant.

### 9.3 Preemptive Rights.

- (a) The Company agrees that it will not offer or sell any New Securities (as defined herein) unless it first offers to the Purchaser the right to purchase a portion of such New Securities in accordance with, and subject to, the provisions of this Section 9.3. If the Company proposes to sell any New Securities, other than pursuant to a Non-Eligible Public Offering (as defined herein), then the Company shall provide the Purchaser with written notice of the terms or proposed terms for the sale of the New Securities (the "**Notice**"). If the Purchaser wishes to purchase New Securities pursuant to the Notice, it shall notify the Company by written notice within five business days after the Notice is delivered how many of such New Securities it desires to purchase. The Purchaser shall be entitled to purchase up to a number of New Securities equal to its pro rata percentage ownership of the Company on the Closing Date, calculated on a fully diluted basis (the "**Percentage Interest**"). If the Purchaser does not elect to purchase all of its Percentage Interest, the Company shall have the right to complete the sale of any New Securities offered to but not purchased by the Purchaser upon terms no less favorable to the Company than those specified in the Notice. The Purchaser shall not have any preemptive rights with respect to any New Securities sold by the Company in a Public Offering (as defined herein) unless in such Public Offering (i) the New Securities are anticipated to be priced at more than a 10% discount to the volume weighted average closing market price of the Common Stock on the NYSE during the three — trading day period immediately prior to the date of the Notice, based on the indicative range advised by the underwriters of such Public Offering or (ii) the Company sells more than 20% of its outstanding Common Stock in a Public Offering (any Public Offering other than a Public Offering described in (i) or (ii) above, a "**Non-Eligible Public Offering**"). In either of such events, the Purchaser shall have the right to subscribe for up to its Percentage Interest; provided, however, that it must exercise this right prior to the anticipated pricing of such Public Offering. The Company agrees to provide written notice to the Purchaser of a Public Offering in which the Purchaser has

preemptive rights as promptly as practicable under the circumstances, and in any event prior to the pricing of such Public Offering.

- (b) The closing of the purchase of New Securities by the Purchaser pursuant to this Section 9.3 shall occur concurrently with the closing of the sale of the New Securities and at the same place as such sale or at such other time and place as the Company and the Purchaser may mutually determine. At such closing, the Company shall deliver to the Purchaser the certificates representing such New Securities, free and clear of all liens and encumbrances caused or created by the Company, and the Purchaser shall pay to the Company the purchase price for such New Securities by wire transfer of funds to the account and depository designated by the Company.
- (c) The preemptive rights set forth in this Section 9.3 shall terminate and be of no further force or effect if the Purchaser owns less than 9.9% of the outstanding Common Stock of the Company for more than 60 consecutive days following the earlier of (i) the Purchaser's receipt of written notice from the Company that the Shares held by the Purchaser and its affiliates at such time represent less than 9.9% of the outstanding Common Stock, and (ii) the public disclosure by the Company of its outstanding share data demonstrating that the Shares held by the Purchaser and its affiliates at such time represent less than 9.9% of the outstanding Common Stock; provided, however, that the 60-consecutive day period requirement shall only apply if the Purchaser owns less than 9.9% of the outstanding Common Stock as the result of (x) a Non-Eligible Public Offering or (y) any of the events described in clauses (i) through (iii) of the definition of New Securities and provided further that if, as a result of restrictions imposed under applicable United States securities laws (it being understood that a requirement to disgorge profits under Section 16(b) of the Exchange Act shall not be deemed or construed to prevent the acquisition by the Purchaser of additional shares of Common Stock for purposes of this proviso), the Company's Code of Business Conduct and Ethics or otherwise imposed by the Company, the Purchaser is prevented from acquiring additional shares of Common Stock during the 60-consecutive day period referred to above, such period shall be extended by that number of days equal to the number of days during such 60-day period the Purchaser was prevented from acquiring additional shares, with such extension to start on the trading day following the later of (i) the last day of such 60-day period and (ii) the last day that such trading restrictions are applicable to the Purchaser.
- (d) The Purchaser shall be entitled to assign its rights under this Section 9.3 to an affiliate of the Purchaser.
- (e) "**New Securities**" means shares of Common Stock of the Company, or any securities that are convertible into or exchangeable for Common Stock, or any right, option or warrant to acquire any Common Stock of the Company, except for the following: (i) the issuance, grant or sale of Common Stock, options to purchase Common Stock or Common Stock issuable upon the exercise of options or other equity awards pursuant to any stock option, stock bonus or other stock

plan or arrangement adopted by the Company, (ii) the issuance of securities by the Company in connection with an acquisition, merger, joint venture, or sale or purchase of assets, (iii) any Common Stock issuable upon the redemption of outstanding Units in the Operating Partnership, or (iv) Warrant Shares.

- (f) “**Public Offering**” means a distribution of New Securities in an underwritten public offering pursuant to a registration statement filed with and declared effective by the SEC pursuant to the Securities Act.

#### **9.4 Hold Period.**

The Purchaser agrees that without the prior written consent of the Company, which consent shall not be unreasonably withheld, it will not be permitted to sell, assign, transfer, encumber, pledge or otherwise dispose of (collectively, a “**Transfer**”) any Shares, the Warrant or the Warrant Shares for a period of one year after the Closing Date other than (i) to one or more affiliates of the Purchaser, or (ii) pursuant to a tender or exchange offer for the Common Stock. Thereafter, subject to compliance with applicable federal and state securities laws no other restrictions on Transfer shall apply except that the Purchaser shall provide to the Company at least 30 days’ notice of its intent to Transfer any Shares, Warrant or Warrant Shares (other than any Transfer through the facilities of the NYSE (for which no prior notice shall be required)). The obligation not to Transfer for a period of one year after the Closing Date shall not apply to any New Securities acquired by the Purchaser pursuant to Section 9.3 or Section 9.6(c).

#### **9.5 Tax Representations.**

For so long as the Purchaser and its affiliates own Shares representing at least 9.9% of the outstanding Common Stock, the Purchaser will use its reasonable commercial efforts to perform a periodic review to ascertain that the tax representations contained in Section 3.9 of this Agreement remain accurate and immediately will notify the Company upon determining that any of such tax representations is no longer true and correct or if it becomes aware of facts that it reasonably expects will cause any of the tax representations contained in Section 3.9 to no longer be true and correct.

#### **9.6 Restrictions on Certain Actions.**

- (a) For a period ending on the third anniversary of the Closing Date, except as provided in Section 9.3, Section 9.6(b) or Section (c), the Purchaser, without the prior consent of the Board of Directors of the Company (excluding the director designated by the Purchaser), will not, nor will it permit any affiliate of the Purchaser to:
- (i) acquire (other than through a stock split, stock dividend, reorganization, recapitalization, merger, consolidation or other distribution made to holders of Common Stock of the Company), directly or indirectly or in conjunction with or through any other person, by purchase or otherwise, beneficial ownership of any additional Shares or any other securities of the Company (the “**Securities**”);

- (ii) directly or indirectly or through any other person, solicit proxies with respect to Securities under any circumstances or become a **“participant”** in any “election contest” relating to the election of directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A under the Exchange Act); provided that the foregoing shall not be deemed to prohibit (a) Purchaser from voting (or casting a written consent solicited by the Company) regarding its shares of Common Stock in the manner it deems appropriate or (b) Purchaser’s designee on the Board of Directors of the Company from participating in board deliberations, subject to compliance with the Company’s governing documents;
  - (iii) deposit any Securities in a voting trust, or subject any Securities to a voting or similar agreement;
  - (iv) directly or indirectly or through or in conjunction with any other person, engage in a tender or exchange offer for Securities made by any other person or entity without the prior approval of the Company, or engage in any proxy solicitation or any other activity with any other person or entity relating to the Company without the prior approval of the Company; or
  - (v) take any action alone or in concert with any other person to acquire or change the control of the Company or, directly or indirectly, participate in, or encourage the formation of, any group seeking to obtain or take control of the Company.
- (b) Notwithstanding the provisions of Section 9.6(a), the Purchaser shall be permitted to acquire additional shares of Common Stock in the open market in an amount sufficient so as to maintain its Percentage Interest if the Shares owned by it and its affiliates come to represent less than its Percentage Interest as a result of (i) the issuance, grant or sale of Common Stock, options to purchase Common Stock or Common Stock issuable upon the exercise of options or other equity awards pursuant to any stock option, stock bonus or other stock plan or arrangement adopted by the Company, (ii) the issuance of securities by the Company in connection with an acquisition, merger, joint venture, or sale or purchase of assets, (iii) any Common Stock issuable upon the redemption of outstanding Units in the Operating Partnership, or (iv) a Non Eligible Public Offering; provided, however, that notwithstanding anything to the contrary contained in this Agreement, if at any time or from time to time the Purchaser does not elect to purchase its Percentage Interest of New Securities as provided in Section 9.3, then the Percentage Interest shall automatically be reduced each such time to be calculated on a fully diluted basis at the time of each closing of the sale of New Securities.
- (c) Notwithstanding the provisions of subsection (a) of this Section 9.6 in the event that a public tender offer is made for the Company and not withdrawn or in the event that the Board of Directors of the Company announces (i) a recommended sale or merger transaction or (ii) a process to solicit proposals to acquire or merge



with the Company, then the restrictions contained in Section 9.6(a) shall no longer apply and the Purchaser will not be contractually restricted in any way from acquiring additional securities of the Company or making an offer to acquire the Company or taking any other actions that would otherwise be prohibited under Section 9.6(a). Notwithstanding anything to the contrary in this Section 9.6, nothing shall prevent the Purchaser from making a confidential proposal to the Board of Directors of the Company relating to an offer for the Company's Securities or assets or another business combination or strategic transaction involving the Purchaser (or an affiliate of the Purchaser) and the Company.

**9.7 NYSE Matters.**

The Company will use its commercially reasonable efforts to (i) cause the Common Stock, including the Shares and the Warrant Shares, to continue to be listed on the NYSE, subject to, in the case of Shares and Warrant Shares, official notice of issuance and (ii) cause the Common Stock (other than the Shares and the Warrant Shares) to be quoted on the NYSE.

**9.8 Filings.**

The Company shall file with the SEC on a timely basis a report on Form 8-K or such other appropriate form as determined by counsel to the Company, relating to the transactions contemplated by this Agreement. The Company shall timely file with the NYSE all other documents and notices required by the NYSE of companies that have or will have issued securities that are traded on the NYSE. The Purchaser shall file with the SEC on a timely basis a Schedule 13D and Form 3 and such amendments or other appropriate forms as determined by counsel to the Purchaser, relating to the transactions contemplated by this Agreement.

**9.9 Investment Company Act.**

The Company shall use its commercially reasonable efforts to conduct its affairs, and shall use its commercially reasonable efforts to cause the affairs of its subsidiaries to be conducted, in such a manner so as to reasonably ensure that neither the Company nor any of its subsidiaries will be or become an "investment company," as such term is defined in the Investment Company Act.

**9.10 Securities Act and Exchange Act.**

Each of the Company and the Purchaser shall use its commercially reasonable efforts to comply with all requirements imposed upon it by the Securities Act and the Exchange Act as from time to time in force.

**9.11 Sarbanes-Oxley Act.**

The Company shall use its commercially reasonable efforts to comply with all effective applicable provisions of the Sarbanes- Oxley Act of 2002.

**9.12 Credit Facility.**

The Company shall use its commercially reasonable efforts to obtain commitments to renew its Loan Agreement dated January 30, 2004, as amended, in an amount that would not be less than \$196,000,000.

#### **9.13 Contribution of Net Proceeds to Operating Partnership**

Immediately following the Closing, the Company shall contribute to the Operating Partnership the net proceeds received by the Company from the issuance of the Shares and the Warrant in consideration for the issuance of the OP Units and the OP Warrant to the Company pursuant to Section 4.5(g) of the OP Partnership Agreement.

### **ARTICLE X MISCELLANEOUS**

#### **10.1 Entire Understanding.**

This Agreement, the exhibits attached hereto and the confidentiality agreement dated September 25, 2009 between the Company and RioCan (the **Confidentiality Agreement**) state the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. The Confidentiality Agreement shall remain in full force and effect in accordance with its terms notwithstanding the execution of this Agreement; provided that the provisions of Section 9.6 of this Agreement shall govern the parties from and after the Closing Date and the 24-month standstill described in the Confidentiality Agreement shall terminate and be of no further force or effect from and after such time. This Agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto.

#### **10.2 Parties in Interest.**

This Agreement shall bind, benefit, and be enforceable by and against each party hereto and its successors and permitted assigns; provided, however, that neither party may assign this Agreement without the prior consent of the other party. Nothing in this Agreement shall confer any rights or liabilities upon any person or entity that is not a party to this Agreement, except as expressly provided herein.

#### **10.3 Severability.**

If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

#### **10.4 Section Headings.**

Article and Section headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and shall not affect its interpretation.

#### **10.5 Inclusion.**

Where the words “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

**10.6 Brokers.**

The Company represents and warrants to the Purchaser that no brokerage commission or finder’s fees have been incurred by the Company in connection with the sale of the Shares and Warrant to the Purchaser, except for the engagement by the Company of Goldman, Sachs & Co.

**10.7 Counterparts.**

This Agreement may be executed simultaneously in several counterparts and by facsimile, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

**10.8 Notices.**

All notices hereunder shall be in writing and shall be deemed to have been given at the time when hand delivered, when received if sent by telecopier or by same day or overnight recognized commercial courier service, or three days after mailed by registered or certified mail, addressed to the address below stated of the party to which notice is given, or to such changed address as such party may have fixed by notice:

To the Company or the Operating Partnership:

Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050

Attention: Leo S. Ullman  
Fax No. 516-767-6497

-with a copy to-

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038

Attention: Martin H. Neidell  
Fax No. 212-806-7836

To Purchaser or RioCan:

RioCan Real Estate Investment Trust  
RioCan Yonge Eglinton Centre  
2300 Yonge Street, Suite 500, PO Box 2386  
Toronto, Ontario M4P 1E4

Attention: Rags Davloor  
Fax No. 416 866-3020

-with a copy to-

(before December 19, 2009)  
Goodmans LLP  
250 Yonge Street, Suite 2400  
Toronto, Ontario M5B 2M6

(on and after December 19, 2009)  
Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Attention: David Matlow  
Fax No. 416 979-1234

provided, however, that any notice of change of address shall be effective only upon receipt.

#### **10.9 Survival of Representations.**

All representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date, but, in the case of such representations and warranties, shall terminate and be of no further force or effect 18 months after the Closing Date.

#### **10.10 Officers and Trustees of RioCan.**

The Company and the Operating Partnership each acknowledge that this Agreement shall be conclusively taken to have been executed by, or by officers of RioCan on behalf of, the trustees of RioCan only in their capacity as trustees of RioCan. The Company and the Operating Partnership each hereby disavow any liability upon and waive any claim against holders of units of RioCan and annuitants under plans of which holders of units of RioCan act as trustee or carrier and the obligations created hereunder are not personally binding upon, nor shall resort be had to, nor shall recourse or satisfaction be sought from, the private property of any trustee or officer of RioCan or any holder of units of RioCan or annuitant, but the property of RioCan from time to time or a specific portion thereof only shall be bound. It is agreed that the benefit of this provision is restricted to the trustees and officers of RioCan, each holder of units issued by RioCan and annuitants and, solely for that purpose, the undersigned signing officers of RioCan have entered into this provision as agent and trustee for and on behalf of the trustees of RioCan, each holder of units of RioCan and each annuitant.

#### **10.11 Specific Performance.**

Without limiting or waiving any rights or remedies of either of the parties hereto, the parties hereto agree that irreparable damage would occur in the event any provisions of this Agreement were not performed by the parties in accordance with the terms hereof and that each of the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other party and to seek specific performance of the obligations of the other party under this Agreement in any court of the United States or the State of New York having jurisdiction as agreed to in Section 10.15, this being in addition to any other remedy to which they are entitled at law or in equity.

**10.12 Waiver of Jury Trial.**

Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

**10.13 Mutual Drafting; Expenses; Press Release.**

Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of negotiations among the parties. Each party to this Agreement shall pay its own expenses in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereunder, including the fees of any attorneys, accountants or others engaged by such party. Each of the Company and the Purchaser shall consult with each other before issuing, and shall provide each other a reasonable opportunity to review and comment on, any press release with respect to this Agreement and the transactions contemplated hereby, and shall not issue any press release without the prior approval of the other party, except as may be required by applicable law, in which case the party required to make the release shall use its reasonable best efforts to allow the other party a reasonable time to approve such release in advance of issuing such release.

**10.14 Dollar Amounts.**

All references to \$ or dollars in this Agreement shall be to U.S. dollars.

**10.15 Controlling Law.**

THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED OR DOCUMENTS REQUIRED HEREBY SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE AND CITY OF NEW YORK SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, AND APPROPRIATE APPELLATE COURTS THEREFROM. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE

LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH OF THE PARTIES HERETO AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. THIS CONSENT TO JURISDICTION IS BEING GIVEN SOLELY FOR PURPOSES OF THIS AGREEMENT AND IS NOT INTENDED TO, AND SHALL NOT, CONFER CONSENT TO JURISDICTION WITH RESPECT TO ANY OTHER DISPUTE IN WHICH A PARTY TO THIS AGREEMENT MAY BECOME INVOLVED. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO PROCESS BEING SERVED BY ANY PARTY TO THIS AGREEMENT IN ANY SUIT, ACTION, OR PROCEEDING OF THE NATURE SPECIFIED IN THIS SECTION 10.15 BY PROVIDING A COPY THEREOF IN THE MANNER SPECIFIED BY THE PROVISIONS OF SECTION 10.8.

IN WITNESS WHEREOF, the Purchaser, RioCan, the Company and the Operating Partnership have executed this Agreement as of the date first written above.

**RioCan Holdings USA Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**RioCan Real Estate Investment Trust**

By: \_\_\_\_\_  
Name:  
Title:

**Cedar Shopping Centers, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Cedar Shopping Centers Partnership L.P.**

**By: Cedar Shopping Centers Inc., its general partner**

By: \_\_\_\_\_  
Name:  
Title:

**Schedule 2.4**

1. Registration Rights Agreement dated April, 2005 between Cedar Shopping Centers, Inc. and each of the investors listed on Schedule A attached thereto.
  2. Registration Rights Agreement dated June 9, 2006 between Cedar Shopping Centers Partnership, L.P. and the investor listed on Schedule A attached thereto.
  3. Amended and Restated Limited Partnership Agreements of Cedar-Pennsboro Commons, LP dated December 6, 2007 by and among Cedar Pennsboro Commons GP, LLC, Cedar Pennsboro Commons LP, LLC and Homburg Holdings (U.S.), Inc.
  4. Amended and Restated Limited Partnership Agreements of Cedar-Fieldstone Marketplace, LP dated December 6, 2007 by and among Cedar-Fieldstone SPE, LLC, Cedar Shopping Centers Partnership, L.P. and Homburg Holdings (U.S.), Inc.
  5. Amended and Restated Limited Partnership Agreements of Cedar-Stonehedge, LP dated December 6, 2007 by and among Cedar Stonehedge Square GP, LLC, Cedar Stonehedge Square LP, LLC and Homburg Holdings (U.S.), Inc.
  6. Amended and Restated Limited Partnership Agreements of Cedar-Meadows Marketplace, LP dated December 6, 2007 by and among Cedar Meadows Marketplace GP, LLC, Cedar Meadows Marketplace LP, LLC and Homburg Holdings (U.S.), Inc.
  7. Amended and Restated Limited Partnership Agreements of Cedar-Aston Center, LP dated December 6, 2007 by and among Cedar Aston Center GP, LLC, Cedar Aston Center LP, LLC and Homburg Holdings (U.S.), Inc.
  8. Amended and Restated Limited Partnership Agreements of Cedar-Spring Meadow, LP dated December 6, 2007 by and among Cedar Spring Meadow GP, LLC, Cedar Spring Meadow LP, LLC and Homburg Holdings (U.S.), Inc.
  9. Amended and Restated Limited Partnership Agreements of Cedar-Ayr Town Center, LP dated December 6, 2007 by and among Cedar Ayr Town Center GP, LLC, Cedar Ayr Town Center LP, LLC and Homburg Holdings (U.S.), Inc.
  10. Amended and Restated Limited Partnership Agreements of Cedar-Scott Town Center, LP dated December 6, 2007 by and among Cedar Scott Town Center GP, LLC, Cedar Scott Town Center LP, LLC and Homburg Holdings (U.S.), Inc.
  11. Amended and Restated Limited Partnership Agreements of Cedar-Parkway Plaza, LP dated December 6, 2007 by and among Cedar Parkway Plaza GP, LLC, Cedar Parkway Plaza LP, LLC and Homburg Holdings (U.S.), Inc.
  12. Second Amended and Restated Agreement of Limited Partnership of Inrevo Associates, L.P. dated November 14, 2006 between Fia Realty Group, Inc., Cedar Shopping Centers Partnership, L.P. and each of the persons listed on Exhibit A thereto.
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13. Amended and Restated Limited Liability Company Agreement of Cedar-Bloomsburg LLC dated January 1, 2008 between Cedar Shopping Centers Partnership, L.P. and WP Bloomsburg Associates, L.P.
  14. Limited Liability Company Agreement of Cedar-Ironwood Cypress Hall LLC dated October 15, 2007 between Cedar Shopping Centers Partnership, L.P. and IPG Cypress Hall Company, LLC.
  15. Agreement of Limited Partnership of Limerick HC Realty Partners, L.P. dated September 12, 2008 Limerick HC General, LLC, Cedar-Limerick LLC and each of the limited partners identified on Schedule 1 thereto.
  16. Limited Liability Company Agreement of Cedar PCP-New London, LLC dated January 30, 2009 between Cedar-New London SPE, LLC and PCP New London LLC.
  17. Limited Liability Company Agreement of Cedar PCP-San Souci, LLC dated February 10, 2009 between Cedar-San Souci, LLC and PCP San Souci LLC.
  18. Agreement of Limited Partnership of CF Pottsgrove Associates, L.P. dated March 31, 2007 among Upland FC Associates, L.P., Cedar Pottsgrove, LLC and Pottsgrove FC General, LLC.
  19. Restated and Amended Agreement of Limited Partnership of Hamilton FC Associates, L.P. dated as of April, 2008 between Hamilton FC General, LLC, Cedar-Hamilton, LLC and the other limited partners identified on Schedule 1 attached thereto.
  20. Draft Limited Liability Company Agreement of Cedar-Naugatuck, LLC dated October, 2009, to be effective as of January 1, 2009, between Cedar Shopping Centers Partnership, L.P., and Naugatuck, LLC.
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**Schedule 2.32**

<u>Joint Ventures</u>	<u>Property</u>	<u>Cedar Ownership Interest</u>	<u>Fee Owning Entity</u>
Homburg Joint Ventures	Aston Center	20%	Cedar-Aston Center, LP
Homburg Joint Ventures	Ayr Town Center	20%	Cedar-Ayr Town Center, LP
Homburg Joint Ventures	Fieldstone Marketplace	20%	Cedar-Fieldstone Marketplace, LP
Homburg Joint Ventures	Meadows Marketplace	20%	Cedar-Meadows Marketplace, LP
Homburg Joint Ventures	Parkway Plaza	20%	Cedar-Parkway Plaza, LP
Homburg Joint Ventures	Pennsboro Commons	20%	Cedar-Pennsboro Commons, LP
Homburg Joint Ventures	Scott Town Center	20%	Cedar-Scott Town Center, LP
Homburg Joint Ventures	Spring Meadow Shopping Ctr.	20%	Cedar-Spring Meadow, LP
Homburg Joint Ventures	Stonehedge Square	20%	Cedar-Stonehedge Square, LP
WP Realty Joint Venture	Columbia Mall	75%	Cedar-Bloomsburg, LLC
Fameco Cedar Joint Ventures	Upland Square	60%	CF Pottsgrove Associates, L.P.
Fameco Cedar Joint Ventures	Crossroads II (Stroudsburg)	60%	Hamilton FC Associates, L.P.
PCP Cedar Joint Ventures	New London Mall	40%	Cedar PCP New London, LLC
PCP Cedar Joint Ventures	San Souci Plaza	40%	Cedar-PCP San Souci, LLC
Hirshland Joint Venture	Heritage Crossing	60%	Limerick HC Realty Partners, L.P.
J. Joseph Joint Venture <sup>1</sup>	CVS at Naugatuck	50%	Cedar-Naugatuck, LLC
Inrevco Joint Venture	11601 Roosevelt Blvd.	76.3	Inrevco Associates, L.P.

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<sup>1</sup> The J. Joseph Joint Venture is in progress and is not yet completed.

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**GUARANTY**

This Guaranty is given this 26th day of October, 2009, by RioCan Real Estate Investment Trust, an unincorporated closed end trust constituted in accordance with the laws of the Province of Ontario (the "**Guarantor**"), in favor of Cedar Shopping Centers, Inc., a Maryland corporation, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership (collectively "**Cedar**").

**WHEREAS**, pursuant to a securities purchase agreement dated the date hereof (the "**Agreement**"), a direct or indirect wholly-owned subsidiary of the Guarantor (the "**Purchaser**") will be acquiring shares of common stock and warrants to purchase common stock of Cedar Shopping Centers, Inc.;

**WHEREAS**, the Guarantor is the direct or indirect sole stockholder of the Purchaser and expects to derive a financial advantage from this Guaranty; and

**WHEREAS**, in order to induce Cedar to enter into the Agreement with Purchaser, the Guarantor has agreed to give this Guaranty in favor of Cedar.

**NOW, THEREFORE, FOR VALUE RECEIVED, THIS GUARANTY WITNESSETH** as follows:

1. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the due performance and prompt payment in full of any and all existing and future obligations of any and all kinds of the Purchaser to Cedar arising out of or in connection with the Agreement. If any term, condition or provision of the Agreement or the application thereof to any party or circumstance shall be ruled invalid, illegal or unenforceable in any respect, the validity, legality

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or enforceability of any term, condition or provision of this Guaranty shall not in any manner be affected or impaired.

2. The liability of the Guarantor under this Guaranty is an absolute, primary, direct, present and unconditional guaranty of payment and performance and may be enforced without Cedar first attempting to collect from or without Cedar first resorting to any rights or remedies Cedar may have against the Purchaser or any other person or entity.

3. The Guarantor hereby acknowledges that no release or extinguishment of the Purchaser's obligations or liabilities (other than in accordance with the terms of the Agreement or otherwise with the written agreement of Cedar), whether by decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this Guaranty.

4. The Guarantor hereby consents to all of the terms and provisions of the Agreement as the same may be from time to time hereafter amended or changed, and waives and agrees not to assert as a defense in any action upon this Guaranty (a) notice of any amendment, modification or change in any term, condition or provision of the Agreement; (b) notice of any default under the Agreement; (c) demand for performance or observance of, and any enforcement of any term, condition or provision of, or any pursuit or exhaustion of any rights or remedies against Purchaser; and (d) to the extent it may lawfully do so, any and all demands and notices of every kind and description with respect to the foregoing or which may be required to be given by any statute or rule of law and any defense of any kind which it may now or hereafter have with respect to this Guaranty or the Agreement, except to the extent any such defense is available to Purchaser.

5. No failure on the part of Cedar to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver under this Guaranty, nor shall any single or partial exercise by Cedar of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

6. The Guaranty herein contained shall be a continuing guaranty and shall remain in full force until all of the obligations of the Purchaser under the Agreement shall have been satisfied in full.

7. This Guaranty shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of Cedar, its successors and assigns.

8. Cedar acknowledges that this letter agreement shall be conclusively taken to have been executed by, or by officers of the Guarantor on behalf of, the trustees of the Guarantor only in their capacity as trustees of the Guarantor. Cedar hereby disavows any liability upon and waive any claim against holders of units of the Guarantor and annuitants under plans of which holders of units of the Guarantor act as trustee or carrier and the obligations created hereunder are not personally binding upon, nor shall resort be had to, nor shall recourse or satisfaction be sought from, the private property of any trustee or officer of the Guarantor or any holder of units of the Guarantor or annuitant, but the property of the Guarantor from time to time or a specific portion thereof only shall be bound. It is agreed that the benefit of this provision is restricted to the trustees and officers of the Guarantor, each holder of units issued by the Guarantor and annuitants and, solely for that purpose, the undersigned signing officers of the Guarantor have entered into this provision as agent and trustee for and on behalf of the trustees of the Guarantor, each holder of units of the Guarantor and each annuitant.

9. Any demand or notice to be made or given by Cedar to the Guarantor under this Guaranty shall be given by notice addressed to the Guarantor at the address provided in Section 10.8 of the Agreement.

10. This Guaranty cannot be changed or terminated orally and shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on the day and year first above mentioned.

**RioCan Real Estate Investment Trust**

By: /s/ Raghunath Davloor  
Name: Raghunath Davloor  
Title: Chief Financial Officer

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THE WARRANT AND ANY SHARES OF COMMON STOCK ISSUED UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS, RECEIPT OF A NO-ACTION LETTER ISSUED BY THE SECURITIES AND EXCHANGE COMMISSION (TOGETHER WITH EITHER REGISTRATION OR AN EXEMPTION UNDER APPLICABLE STATE SECURITIES LAWS) OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT THE PROPOSED TRANSACTION WILL BE EXEMPT FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

WARRANT TO PURCHASE  
SHARES OF COMMON STOCK  
OF  
CEDAR SHOPPING CENTERS, INC.

NO. W 1

1,428,570 Shares  
October 30, 2009

**FOR VALUE RECEIVED**, subject to the provisions hereinafter set forth, the undersigned, **CEDAR SHOPPING CENTERS, INC.**, a Maryland corporation (together with its successors and permitted assigns, the "**Company**"), hereby certifies that

RIOCAN HOLDINGS USA INC.

or its registered assigns is entitled to subscribe for and purchase, during the period specified in this Warrant (this "**Warrant**"), 1,428,570 shares (subject to adjustment as hereinafter provided) of duly authorized, validly issued, fully paid and non-assessable shares of common stock of the Company, \$0.06 par value ("**Common Stock**"), at an initial exercise price of \$7.00 per share ("**Exercise Price**"), subject, however, to the provisions and upon the terms and conditions hereinafter set forth. This Warrant is issued pursuant to the Securities Purchase Agreement dated October 26, 2009 among the Company, Cedar Shopping Centers Partnership, L.P., RioCan Real Estate Investment Trust and RioCan Holdings USA Inc. (the "**Purchase Agreement**"), and, by execution of the Purchase Agreement, the holder hereof has agreed (and any transferee of this Warrant will agree) to comply with the obligations set forth herein and therein.

1. **Exercise of This Warrant.** The rights represented by this Warrant may be exercised by the holder hereof, in whole or in part (but not as to a fractional share of Common Stock), by the surrender of this Warrant (properly endorsed if required) at the office of the Company, 44 South Bayles Avenue, Port Washington, New York 11050, or such other office or agency of the Company as the Company may designate by notice in writing to the holder hereof at the address of such holder appearing on the books of the Company, at
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any time and from time to time after the date hereof and before 5:00 P.M., New York City time, two years from the date hereof (the "**Exercise Period**") upon payment to the Company of the Exercise Price for such shares.

The Exercise Price for shares of Common Stock issuable upon exercise of this Warrant shall be payable as follows: (a) by payment to the Company of the Exercise Price in cash, by check or by wire transfer of funds or (b) by surrender to the Company for cancellation of notes or debt securities of the Company having a principal balance plus accrued interest on the date of exercise equal to the Exercise Price for such shares or (c) by a combination of the methods described in clauses (a) and (b) above. The Company agrees that the shares so purchased shall be deemed to be issued to the holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant shall have been surrendered and payment made for such shares as aforesaid. Certificates for the shares of Common Stock so purchased shall be delivered to the holder hereof as promptly as practicable after the rights represented by this Warrant shall have been so exercised, and, unless this Warrant has expired, a new Warrant representing the number of shares, if any, with respect to which this Warrant shall not then have been exercised shall also be delivered to the holder hereof within such time.

**2. Reservation, Issuance and Listing of Stock.**

- A. A. The Company will at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, solely for the purpose of issue upon exercise of the Warrant, such number of shares of Common Stock as shall then be issuable upon exercise of the Warrant. The Company will, at its expense, use its commercially reasonable efforts to cause such shares to be listed (subject to issuance or notice of issuance) on all stock exchanges, if any, on which the Company's Common Stock may become listed during the Exercise Period.
- B. The Company covenants that all shares which may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be duly authorized and validly issued, fully paid and nonassessable, not subject to preemptive rights and free from all taxes, liens, charges and security interests with respect to the issue thereof.

**3. Exercise Price.** The above provisions are, however, subject to the following:

- A. **Initial Exercise Price.** The initial Exercise Price of \$7.00 per share shall be subject to adjustment from time to time as hereinafter provided.
- B. **Adjustment of Exercise Price and Number of Shares of Common Stock Issuable.** The Exercise Price and number of shares of Common Stock issuable upon exercise hereof shall be subject to adjustment from time to time in accordance with the following provisions, such adjustments shall take effect at the close of business on the date of any such split, subdivision, dividend or combination, as the case may be:

- (1) In case the Company shall at any time split or subdivide the outstanding shares of Common Stock or shall issue a stock dividend with respect to the Common Stock resulting in the issuance of additional shares of Common Stock, the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event shall be proportionally increased and the Exercise Price in effect immediately prior to such event shall be proportionately decreased to reflect such split, subdivision or stock dividend, as the case may be.
  - (2) In case the Company shall at any time combine the outstanding shares of Common Stock, the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event shall be proportionally decreased and the Exercise Price in effect immediately prior to such event shall be proportionately increased to reflect such combination.
  - (3) In case the Company shall declare a cash dividend on its Common Stock (excluding Dividends Paid in the Ordinary Course), the Exercise Price in effect immediately prior to the record date for such dividend shall be proportionately reduced immediately thereafter to reflect such dividend; such adjustment shall be made successively whenever such a record date is fixed. In the event that such dividend is not so paid, the Exercise Price then in effect shall be readjusted, effective as of the date when the Board of Directors of the Company determines not to pay such dividend, to the Exercise Price that would then be in effect if such record date had not been fixed. For purposes of this Warrant, "**Dividends Paid in the Ordinary Course**" shall mean dividends on Common Stock not to exceed \$.225 per share per quarter.
- C. **Reorganization, Consolidation, Merger or Sale.** If the Company shall effect a reorganization, shall merge with or consolidate into another corporation, or shall sell, transfer or otherwise dispose of all or substantially all of its assets and pursuant to the terms of such reorganization, merger, consolidation or disposition of assets, securities, property or assets of the Company, successor or transferee or an affiliate thereof or cash are to be received by or distributed to the holders of Common Stock, then the holder of this Warrant shall have the right thereafter to receive, upon the exercise of this Warrant, the number of shares of stock or other securities, property or assets of the Company, successor, transferee or affiliate thereof or cash receivable upon or as a result of such reorganization, merger, consolidation or disposition of assets by a holder of the number of shares of Common Stock equal to that to which the holder of this Warrant upon the exercise thereof immediately prior to such event would have been entitled. The provisions of this subsection 3.0 shall similarly apply to successive reorganizations, mergers, consolidations or dispositions of assets. Upon any reorganization, consolidation, merger or transfer hereinabove referred to, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the shares of stock and other securities, property, assets and cash receivable upon the exercise of this Warrant after the consummation of such reorganization, consolidation, merger or

transfer, as the case may be. The Company shall not effect any such reorganization, consolidation, merger or transfer unless prior to the consummation thereof the successor corporation (if other than the Company) resulting therefrom or the corporation purchasing such assets shall, by written instrument executed and mailed to the registered holder hereof at the last address of such holder appearing on the books of the Company, (i) assume the obligation to deliver to such holder such shares of stock, securities, property or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase, and (ii) agree to be bound by all the terms of this Warrant.

**D. Notice of Adjustment.** Upon any adjustment of the Exercise Price and any increase or decrease in the number of shares of Common Stock purchasable upon the exercise of this Warrant, then, and in each such case, the Company, as promptly as practicable thereafter, shall give written notice thereof to the holder hereof at the address of such holder as shown on the books of the Company which notice shall state the Exercise Price as adjusted and the increased or decreased number of shares purchasable upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation of each.

**E. Other Notices.** In case at any time the Company shall propose to (a) reorganize, or reclassify the capital stock of the Company, or consolidate, merge or otherwise combine with, or sell all or substantially all of its assets to, another person or (b) voluntarily or involuntarily dissolve, liquidate or wind up of the affairs of the Company; then, in any one or more of said cases, the Company shall give to the holder hereof at least ten (10) days' prior written notice of the date on which the books of the Company shall close or a record shall be taken for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up.

**4. No Voting Rights.** This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company.

**5. Transfer and Registration of Warrants.** This Warrant and all rights hereunder are transferable, in whole or in part, at the office or agency of the Company referred to in Section 1 hereof by the holder hereof in person or his duly authorized attorney, upon surrender of this Warrant properly endorsed; provided, that this Warrant may not be transferred or assigned in whole or in part without compliance with (i) the provisions of the Purchase Agreement, and (ii) all applicable federal and state securities laws by the transferor and the transferee (including, to the extent required by law or reasonably requested by the Company, the delivery of appropriate investment representations in customary form). Each taker and holder of this Warrant, by taking or holding the same, consents and agrees that this Warrant, when endorsed in blank, shall be deemed negotiable, and that the holder hereof, when this Warrant shall have been so endorsed may be treated by the Company and all other persons dealing with this Warrant as the absolute owner thereof for any purpose and as the person entitled to exercise the rights represented by this Warrant, or to the transfer hereof on the books of the Company, any notice to the contrary notwithstanding; but until such transfer on such books, the Company may treat the registered holder hereof as the owner for all purposes.

6. **Exchanges of Warrants.** This Warrant is exchangeable, upon the surrender hereof by the holder hereof at such office or agency of the Company, for new Warrants of like tenor representing in the aggregate the right to subscribe for and purchase the number of shares that may be subscribed for and purchased hereunder, each of such new Warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by said holder hereof at the time of such surrender.
7. **No Fractional Shares.** No fractional shares of Common Stock or scrip representing fractional shares of Common Stock shall be issued upon the exercise of the Warrant, but, in lieu thereof, there shall be paid an amount in cash equal to the same fraction of the closing price of a whole share of Common Stock on the business day preceding the day of exercise.
8. **Replacement of Warrants.** Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of the Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.
9. **Remedies.** The Company stipulates that the remedies at law of the holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant are not and will not be adequate, and that such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise.
10. **Notices.** Except as otherwise provided herein, any notices hereunder shall be deemed to have been given five (5) days after having been mailed in the United States by registered or certified mail, addressed if given to the Company to the principal office of the Company, Attention: President, or if given to a holder of this Warrant addressed to such holder at his address as the same shall appear on the books of the Company.
11. **Miscellaneous.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by both the Company and the holder hereof. This Warrant is being delivered in the State of New York and shall be construed and enforced in accordance with and governed by the laws of such State. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof.
12. **Expiration of Warrants.** At 5:00 P.M. New York time on the last day of its Exercise Period, the Warrant, if not exercised prior thereto, shall be and become wholly void and of no value.
13. **No Impairment.** The Company shall not by any action, including, without limitation, amending its charter documents or through any reorganization, reclassification, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other similar voluntary action, avoid or seek to avoid the observance or performance of any of

the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of the holder hereof against impairment. Without limiting the generality of the foregoing, the Company shall take all commercially reasonable action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the exercise of this Warrant, free and clear of all liens, and shall use its commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction over it as may be necessary to enable the Company to perform its obligations under this Warrant.

14. **Supplying Information; Rule 144.** The Company shall cooperate with the holder hereof in supplying such information as may be reasonably necessary for such holder to complete and file any information reporting forms presently or hereafter required by the Securities and Exchange Commission (the “**Commission**”) as a condition to the availability of an exemption from the Securities Act of 1933, as amended (the “**Act**”) for the transfer hereof. The Company shall use its commercially reasonable efforts to at all times make public information available so as to afford the holder hereof the benefits of Rule 144 of the Commission in connection with resales.

IN WITNESS WHEREOF, Cedar Shopping Centers, Inc. has caused this Warrant to be signed by one of its duly authorized officers.

Dated: October 30, 2009

CEDAR SHOPPING CENTERS, INC,

By: /s/ Leo S. Ullman

Name: Leo S. Ullman

Title: President

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ELECTION TO PURCHASE  
(To be signed only upon exercise of Warrant)

To: Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attn: Leo S. Ullman

The undersigned, the holder of the within Warrant, hereby irrevocably elects, to exercise the purchase, right represented by such Warrant for, and to purchase thereunder, shares of Common Stock of Cedar Shopping Centers, Inc. and herewith (a) makes payment of \$ therefor or (b) surrenders for cancellation notes or debt securities of the Company equal to the Exercise Price. The undersigned requests that the certificates for such shares be issued in the name of, and delivered to, \_\_\_\_\_, whose address is \_\_\_\_\_.

Dated: \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

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Insert here the number of shares called for on the face of the Warrant (or, in the case of a partial exercise, the portion thereof as to which the Warrant is being exercised), in either case without making any adjustment for additional Common Stock or any other stock or other securities or property or cash which, pursuant to the adjustment provisions of the Warrant, may be deliverable upon exercise.

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**ASSIGNMENT**

(To be signed only upon transfer of Warrant)

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock of Cedar Shopping Centers, Inc. covered thereby set forth herein below unto:

Name of Assignee	Address	No. of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_.

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Address)

Signed in the presence of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

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**REGISTRATION RIGHTS AGREEMENT**

Registration Rights Agreement (this “**Agreement**”) dated October 30, 2009, by and between Cedar Shopping Centers, Inc., a Maryland corporation (the “**Company**”), and RioCan Holdings USA Inc., a Delaware corporation (the “**Investor**”).

WITNESSETH:

**WHEREAS**, the Company and the Investor entered into a Securities Purchase Agreement dated October 26, 2009 (the “**Purchase Agreement**”) pursuant to which the Investor will acquire shares of Common Stock of the Company and a Warrant to acquire shares of Common Stock of the Company;

**WHEREAS**, the Company desires to grant to the Investor certain registration rights with respect to Registrable Securities (as hereinafter defined) acquired by the Investor pursuant to the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the parties hereto agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“**Commission**” means the Securities and Exchange Commission.

“**Common Stock**” means shares of common stock, par value \$.06 per share, of the Company.

“**Costs and Expenses**” means all of the costs and expenses relating to the Registration Statement described in Section 2.1 including, but not limited to, blue-sky expenses, printing expenses, Commission filing fees, Financial Industry Regulatory Authority fees and fees and disbursements of counsel to the Company; provided, however, that Costs and Expenses shall not include (x) fees and disbursements for counsel for any Holder, which shall be borne by such Holder, or (y) underwriting discounts and commissions and reimbursable underwriters’ expenses attributable to the Registrable Securities being sold by the Selling Holders thereof, which shall be borne by such Selling Holders pro rata on the basis of the relative number of Registrable Securities included in the applicable registration statement. With respect to Piggy Back Registrations pursuant to Section 2.2(b), the Holders shall bear all Costs and Expenses relating to inclusion of their Registrable Securities pro rata on the basis of the relative number of Registrable Securities included in the Piggy Back Registration, except for fees and disbursements of counsel to the Company.

“**Holder**” means (i) the Investor as a holder of Registrable Securities and (ii) any affiliate of the Investor that is a direct or indirect transferee of such Registrable Securities from the Investor that has agreed to be bound by the terms of this Agreement as a Holder.

“**Registrable Securities**” means (a) any shares of Common Stock issuable to the Investor pursuant to the provisions of the Purchase Agreement, (b) any shares of Common Stock issuable upon exercise of the Warrant granted to the Investor pursuant to the Purchase Agreement and (c)

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any securities issued as a dividend on or other distribution with respect to, or in exchange for or in replacement of, the shares of Common Stock referred to in subsections (a) and (b) above including, without limitation, stock splits, reclassifications, mergers, consolidations, recapitalizations or similar events; provided, however, that a security shall cease to be a Registrable Security only upon it having been effectively registered under the Securities Act and transferred pursuant to such registration or otherwise transferred to holders who may trade such security without restriction under the Securities Act, and the Company has delivered a new certificate or other evidence of ownership, for such security not bearing a restrictive legend.

“**Securities Act**” means the Securities Act of 1933, as amended, or any similar Federal law then in force.

“**Selling Holder**” means any Holder who is selling Registrable Securities pursuant to a public offering registered hereunder.

## 2. Registration.

### 2.1 Registration Procedures and Expenses.

(a) The Company shall prepare and file with the Commission a registration statement on Form S-3 meeting the requirements of the Securities Act relating to the sale of the Registrable Securities by the Holders (the “**Registration Statement**”) from time to time. Such Registration Statement (i) shall be a shelf registration statement providing for the registration and the sale of Registrable Securities by the Holders on a continuous or delayed basis pursuant to Rule 415 of the Securities Act, (ii) shall comply as to form in all material respects with the requirements of Form S-3 and include all financial statements required by the Commission to be filed therewith or be incorporated therein, (iii) shall be reasonably acceptable to the Investor’s counsel and (iv) shall provide for the resale of the Registrable Securities from time to time pursuant to any method or combination of methods legally available by the Holders, and the Registration Statement and any form of prospectus included or incorporated by reference therein (or any prospectus supplement relating thereto) shall reflect such plan of distribution or method of sale.

(b) The Company shall, subject to receipt of necessary information from the Holders, use its reasonable best efforts to cause the Commission to declare the Registration Statement effective on or prior to the date that is one year from the date hereof (such date, the “**Lockup Termination Date**”).

(c) The Company shall (i) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be (A) reasonably necessary to keep the Registration Statement continuously effective until the earliest of (x) twenty four months after the later of the effective date of the Registration Statement and the Lockup Termination Date, (y) the date on which all Registrable Securities have been disposed of under the Registration Statement and (z) such time as all Registrable Securities have been otherwise transferred to holders who may: trade such securities without restriction under the Securities Act, and the Company has delivered a new certificate or other evidence of ownership for such securities not bearing a restrictive legend (the earliest of such dates being referred to herein as the “**Expiration Date**”); or (B) reasonably

requested by the Holders (whether or not required by the form on which the securities are being registered), and shall use its reasonable best efforts to cause each such amendment to be declared effective by the Commission, if required, as soon as practicable after the filing thereof, (ii) cause any related prospectus to be supplemented by any required supplement, and as so supplemented to be filed with the Commission pursuant to Rule 424 under the Securities Act (or any similar provisions then in force under the Securities Act), to the extent required, and (iii) comply in all material respects with the provisions of the Securities Act with respect to the disposition of all securities covered by the Registration Statement during the applicable period in accordance with the intended methods of disposition as may be reasonably requested from time to time by the Holders and set forth in such Registration Statement as so amended or such prospectus as so supplemented.

(d) The Company shall bear the Costs and Expenses of the Registration Statement.

#### 2.2 Other Holders: Piggyback Rights.

(a) The Company shall have the right to include in the Registration Statement the shares of Common Stock of any shareholder of the Company who has registration rights enabling it to include its shares in such Registration Statement, provided that such shares of Common Stock of any other shareholder of the Company may only be included in the Registration Statement to the extent such inclusion (i) will not reduce the amount of Registrable Securities of the Holders included in the Registration Statement and (ii) in the case of an underwritten offering, based on the written advice of the underwriter for the Registrable Securities, will not materially adversely affect the proposed offering price, the timing, the distribution method, or the probability of success of the offering.

(b) For a period commencing on the Expiration Date and ending three years after the Expiration Date, if the Company (i) proposes to file a registration statement under the Securities Act with respect to an offering of equity securities by the Company for its own account or for stockholders of the Company for their account other than a registration statement on Forms S-8 or S-4 or any equivalent form then in effect and the registration form to be used may be used for the registration of Registrable Securities, then the Company shall (A) give written notice of such proposed filing to the Holders as soon as practicable but in no event less than ten business days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed underwriter(s), if any, of the offering, and (B) offer to the Holders in such notice the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five business days following receipt of such notice or (ii) has then in effect a registration statement under the Securities Act with respect to equity securities by the Company (other than a registration statement on Forms S-8 or S-4 or any equivalent form then in effect or the registration statement on Form S-3 filed by the Company with the Commission on November 17, 2008) and such registration statement may be used for the registration of Registrable Securities, then the Company shall register the sale of such number of Registrable Securities as any Holder may request in writing (any such registration described in clause (i)(B) or clause (ii) of this Section 2.2(b) is referred to as a **“Piggy—Back Registration”**); provided, however, that no request for a Piggy—Back Registration may be made prior to the Expiration Date. If at any time after giving written notice of its intention to register

any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each Holder and, (x) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration, and (y) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities for the same period as the delay in registering such other securities. The Company shall use its reasonable best efforts to cause such Registrable Securities to be included in such Piggy—Back Registration and shall use reasonable best efforts to cause the underwriter(s) of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy—Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All Holders proposing to distribute their securities through a Piggy—Back Registration that involves an underwriter(s) shall enter into an underwriting agreement in customary form with the underwriter(s) selected for such Piggy—Back Registration and (ii) complete and execute all questionnaires, powers—of—attorney, indemnities, opinions and other documents required under the terms of such underwriting agreement. The Holder shall be responsible for all Costs and Expenses with respect to each Piggy Back Registration pro rata on the basis of the relative number of Registrable Securities included in the Piggy Back Registration.

(c) If the underwriter for a Piggy—Back Registration advises the Company and the Holders in writing that in their opinion the inclusion of Registrable Securities by a Holder would materially adversely affect the proposed offering price, the timing, the distribution method, or the probability of success of the offering, then the Company shall include in such offering, as to each Holder exercising piggyback rights pursuant to Section 2.2(b) and any other person or persons having a written contractual right to request their shares of Common Stock or other securities of the Company be included in such offering, that number of shares of Common Stock or other securities of the Company that the Company is so advised can be sold in such offering without materially adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of the offering, determined as follows:

(i) if the registration is undertaken for the Company’s account: (a) first, the shares of Common Stock or other securities of the Company that the Company desires to sell and (b) second, any shares of Common Stock or other securities of the Company held by holders of written contractual piggy—back registration rights (including the Holders) which can be included therein without, in the opinion of the underwriters, materially adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of the offering, pro rata among such holders on the basis of the relative number of shares of Common Stock or other securities of the Company requested to be included in such registration by such holders, and

(ii) if the registration is a “demand” registration undertaken at the demand of persons other than the Holders: (a) first, the shares of Common Stock or other securities of the Company to be sold for the account of such demanding persons that can be sold without, in the opinion of the underwriters, materially adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of the offering and (b) second, any shares of Common Stock or other securities of the

Company held by other holders of written contractual piggy-back registration rights (including the Holders) which can be included therein without, in the opinion of the underwriters, materially adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of the offering, pro rata among such holders on the basis of the relative number of shares of Common Stock or other securities of the Company requested to be included in such registration by such holders.

**2.3 Other Registration Procedures.** With respect to any registration of Registrable Securities effected pursuant to Section 2.1 or Section 2.2(b), the Company shall:

(a) furnish to the Selling Holders with respect to such Registrable Securities (and to each underwriter, if any, of such Registrable Securities), without charge, such reasonable number of copies of any registration statement in respect of such Registrable Securities or any amendment or supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein) and the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as the Selling Holders or such underwriter may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Registrable Securities by such Selling Holders; provided, however, that the obligation of the Company to deliver copies of prospectuses to the Selling Holders shall be subject to the receipt by the Company of reasonable assurances from such Selling Holders that such Selling Holders will comply with the applicable provisions of the Securities Act and of such other securities or blue sky laws as may be applicable in connection with any use of such prospectuses;

(b) use its reasonable best efforts to (x) register and qualify the Registrable Securities under such other securities or blue sky laws of such states or jurisdictions specified in writing by the Selling Holders, keep each such registration or qualification (or exemption therefrom) effective during the period in which the registration statement for such Registrable Securities is required to be kept effective, and (y) do any and all other acts and things which may be necessary or advisable to enable each Selling Holder to consummate the disposition of the Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify to do business or consent to service of process in any jurisdiction in which it is not now so qualified or has not so consented;

(c) enter into and perform customary agreements (including an underwriting agreement in customary form) and take such other actions (including, without limitation, participation in road shows and investor conference calls) as are required in order to expedite or facilitate the sale of Registrable Securities;

(d) after the filing of any registration statement in respect of such Registrable Securities, promptly notify such Selling Holders of any stop order issued or, to the Company's knowledge, threatened to be issued by the Commission and use its reasonable best efforts to prevent the entry of such stop order or to remove it if entered;

(e) at the request of any underwriter of the Registrable Securities in connection with an underwritten offering, furnish (i) an opinion of counsel, addressed to such underwriters and such Selling Holders, covering such customary matters as the underwriter and the Selling Holders may reasonably request and (ii) a comfort letter or comfort letters from the

Company's independent public accountants addressed to the underwriters and such Selling Holders covering such customary matters as the underwriter or the Selling Holders may reasonably request;

(f) provide a CUSIP number for the Registrable Securities included in any registration statement in respect of such Registrable Securities not later than the effective date of such registration statement;

(g) cooperate with such Selling Holders and any underwriter participating in the disposition of the Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority ("FINRA");

(h) during the period when the prospectus is required to be delivered under the Securities Act, use its reasonable best efforts promptly to file all documents required to be filed with the Commission pursuant to Section 13(a) of the Exchange Act; and

(i) take such other actions as are reasonably required in order to expedite or facilitate the disposition of Registrable Securities included in any registration statement in respect of such Registrable Securities.

2.4 Indemnification by the Company. The Company will indemnify and hold harmless each Holder, any underwriter (as defined in the Securities Act) for the Holders, each officer, director, trustee, employee and agent of each Holder, and each person, if any, who controls such Holder or such underwriter within the meaning of the Securities Act (but, in the case of an underwriter or a controlling person, only if such underwriter or controlling person agrees to indemnify the persons mentioned in subdivision (b) of Section 2.5 hereof in substantially the manner set forth therein), from and against any losses, claims, damages or liabilities, joint or several, to which such Holder or any such underwriter, officer, director, trustee, employee, agent or controlling person becomes subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) (i) are caused by, arise out of, result from or relate to any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Registration Statement under which Registrable Securities were registered under the Securities Act, the prospectus contained therein, or any amendment or supplement thereto, including all documents attached thereto or incorporated by reference therein or (ii) are caused by, arise out of, result from or relate to the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) are caused by, arise out of, result from or relate to any violation by the Company of any rule or regulation promulgated under the Securities Act applicable to the Company and relating to any action or inaction required of the Company in connection with such registration; and the Company will reimburse such Holder and any such underwriter, officer, director, trustee, employee, agent or controlling person for any legal or other expenses reasonably incurred by such Holder, or any such underwriter, officer, director, trustee, employee, agent or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable to any such persons in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information furnished to the Company in writing by such person expressly for

inclusion in any of the foregoing documents. The remedies provided in this Section 2.4 are not exclusive and shall not limit any rights or remedies which may otherwise be available to the Holders at law or in equity.

**2.5 Indemnification by the Holders.** Each Holder shall:

(a) Furnish in writing all information to the Company concerning itself and its holdings of securities of the Company as shall be required in connection with the preparation and filing of any registration statement covering any Registrable Securities; and

(b) Indemnify and hold harmless the Company, each of its directors, each of its officers who has signed any registration statement covering any Registrable Securities, each person, if any, who controls the Company within the meaning of the Securities Act and any underwriter (as defined in the Securities Act) for the Company, against any losses, claims, damages or liabilities to which the Company or any such director, officer, controlling person or underwriter may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) are caused by any untrue or alleged untrue statement of any material fact contained in any registration statement under which Registrable Securities were registered under the Securities Act, the prospectus contained therein, or any amendment or supplement thereto, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with information furnished in writing to the Company by such Holder expressly for inclusion in any of the foregoing documents, and each Holder shall reimburse the Company and any such underwriter, officer, director or controlling person for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action. Each Holder's liability under this Section 2.5 shall be limited to an amount equal to the net proceeds (after deducting any applicable underwriting discount and expenses associated with the Registrable Securities sold thereunder) received by such Holder from the sale of Registrable Securities by such Holder. The remedies provided in this Section 2.5 are not exclusive and shall not limit any rights or remedies which may otherwise be available to the Company at law or in equity.

2.6 Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (a) the indemnification required by Section 2.4 is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities, or legal or other expenses, with respect to which indemnity is to be provided thereunder or (b) contribution under the Securities Act may be required on the part of the indemnified party in circumstances for which indemnification is provided under Section 2.4; then, and in each such case, the Company, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company and indemnified parties in connection with the actions which resulted in such losses, claims, damages or liabilities, or legal or other expenses, as well as any other relevant equitable considerations. The relative fault of the Company and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue



statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.6 were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in this Section 2.6. No Holder shall be required to contribute any amount in excess of the amount by which the net proceeds of the offering (before deducting expenses) received by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay under Section 2.5 and Section 2.6 or otherwise by reason of untrue or alleged untrue statements or omissions or alleged omissions.: No person guilty of fraudulent misrepresentation (within the meaning of Section 12 of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

2.7 Conduct of Indemnification Proceedings. Each Holder, the Company and each other person indemnified pursuant to Section 2.4 or 2.5 hereof will, in the event it receives notice of the commencement of any action against it in respect of which indemnity may be sought pursuant to Section 2.4 or 2.5, promptly notify the indemnifying party, in writing, of the commencement of such action and permit the indemnifying party, if the indemnifying party so notifies the indemnified party within 10 days after receipt by the indemnifying party of notice of the commencement of the action, to participate in and to assume the defense of such action with counsel selected by the indemnifying party; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and disbursements and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The omission to notify the indemnifying party promptly of the commencement of any such action shall not relieve the indemnifying party of any liability to indemnify the indemnified party, under Section 2.4 or Section 2.5 hereof, as applicable, except to the extent the indemnifying party shall suffer any loss by reason of such failure to give notice and shall not relieve the indemnifying party of any other liabilities which it may have under this or any other agreement. Any fees and expenses incurred by the indemnified party (including any fees and expenses incurred in connection with investigating or preparing to defend such action or proceeding) shall be advanced to the indemnified party, as incurred, within thirty (30) days of written notice thereof to the indemnifying party. Any such indemnified party shall have the right to employ separate counsel in any such action, claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expenses of such indemnified party unless (i) the indemnifying party has agreed to pay such fees and expenses or (ii) the indemnifying party shall have failed to promptly assume the defense of such action, claim or proceeding or (iii) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the indemnifying party and that the assertion of such defenses would create a conflict of interest such that counsel employed by the indemnifying party could not faithfully represent the indemnified party (in which case, if such indemnified party notifies the indemnifying party in

writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action, claim or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action, claim or proceeding or separate but substantially similar or related actions, claims or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for all such indemnified parties, unless in the reasonable judgment of such indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such action, claim or proceeding, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels).

2.8 Rule 144. The Company shall use reasonable best efforts to file any and all reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the Holders may reasonably request to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such reporting requirements.

Miscellaneous.

3.1 Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing (including telecopier or similar writing) and shall be deemed to have been given at the time five days after being mailed in any general or branch office of the United States Postal Service, enclosed in a registered or certified postpaid envelope, or received if sent by Federal Express or other similar overnight courier service, addressed to the address of the parties provided in the Purchase Agreement, or, with respect to any permitted transferee of the Investor that agrees to be bound by the terms of the Agreement as a Holder, to such address as shall be specified in writing by such Holder to the other parties hereto.

3.2 Successors and Assigns. This Agreement is solely for the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, including, without limitation, any successor of the Company by merger, acquisition, reorganization, recapitalization or otherwise. Neither the Company nor the Investor may assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other party; provided, however, that the Investor may assign its rights, duties or obligations hereunder to any affiliate of the Investor, provided that such affiliate agrees to be bound by the terms of this Agreement as a Holder. Except as expressly set forth herein, nothing herein shall be construed to provide any rights to any other entity or individual.

3.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3.4 Headings : Section headings are for convenience only and do not control the meaning or interpretation of any terms or provisions of this Agreement..

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York governing contracts to be made and performed therein without giving effect to principles of conflicts of law, and, with respect to any dispute arising out of this Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in the City of New York as provided in Section 10.15 of the Purchase Agreement.

3.6 Severability. Should any part, term, condition or provision hereof or the application thereof be declared illegal, invalid or otherwise unenforceable or in conflict with any other law by a court of competent jurisdiction, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable portions of this Agreement shall be and hereby are redrafted to conform with applicable law, while leaving the remaining portions of this Agreement intact, except to the extent necessary to conform to the redrafted portions hereof.

3.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all proposals, commitments, writings, negotiations, discussions, agreements and understandings, oral or written, of every kind and nature between them concerning the subject matter hereof. This Agreement may not be amended or otherwise modified and no provision hereof may be waived, without the consent of the Company and the Investor. No discharge of the terms hereof shall be deemed valid unless by full performance by the parties or by a writing signed by the parties. A waiver by any party of any breach or violation of any provision of this Agreement shall not be deemed or construed as a waiver of any other breach or violation hereof.

3.8 Injunctive Relief. Each of the parties hereto acknowledges that in the event of a breach by any of them of any material provision of this Agreement, the aggrieved party may be without an adequate remedy at law. Each of the parties therefore agrees that in the event of such a breach hereof the aggrieved party may elect to institute and prosecute proceedings in any court having jurisdiction as agreed to in Section 3.5 to seek to enforce specific performance or to enjoin the continuing breach hereof. By seeking or obtaining any such relief, the aggrieved party shall not be precluded from seeking or obtaining any other relief to which it may be entitled

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

/s/ Leo S. Ullman

CEDAR SHOPPING CENTERS, INC,

Per: Leo S. Ullman

Name: President

Title:

RIOCAN HOLDINGS USA INC.

Per: \_\_\_\_\_

Name:

Title:

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CEDAR SHOPPING CENTERS, INC.

Per: \_\_\_\_\_  
Name:  
Title:

RIOCAN HOLDINGS USA INC>

Per: \_\_\_\_\_  
Name:  
Title:

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EXHIBIT D

Included as Exhibit 10.7 to this Quarterly Report on Form 10-Q.

**AGREEMENT**

Agreement, dated February 5, 2010 (this "Agreement"), by and between Cedar Shopping Centers, Inc., a Maryland corporation (the "Company"), and RioCan Holdings USA Inc., a Delaware corporation (the "Purchaser").

WITNESSETH:

WHEREAS, the Company and the Purchaser entered into that certain Securities Purchase Agreement, dated October 26, 2009 (the "Securities Purchase Agreement"), pursuant to which the Purchaser acquired shares of common stock of the Company ("Common Stock") and a warrant to acquire additional shares of Common Stock;

WHEREAS, the Company and the Purchaser entered into that certain Registration Rights Agreement, dated October 30, 2009 (the "Registration Rights Agreement"), pursuant to which the Purchaser was granted certain registration rights with respect to Registrable Securities (as defined therein and as amended hereby) acquired by the Purchaser pursuant to the Securities Purchase Agreement;

WHEREAS, the Company desires to issue and sell to the Purchaser additional shares of Common Stock and the Purchaser desires to purchase from the Company additional shares of Common Stock;

WHEREAS, the Company and the Purchaser desire to amend the Registration Rights Agreement to grant to the Purchaser certain registration rights with respect to additional shares of Common Stock the Purchaser intends to acquire from the Company;

WHEREAS, the Company and the Purchaser desire to amend the Securities Purchase Agreement to correct a typographical error;

WHEREAS, in connection with a public offering, the Company has entered into that certain Underwriting Agreement, dated February 2, 2010 (the "Underwriting Agreement"), with KeyBanc Capital Markets Inc., Raymond James & Associates, Inc. and the other Underwriters (as defined therein) identified on Schedule A thereto; and

WHEREAS, in connection with such public offering, the Company has filed with the Securities and Exchange Commission the Registration Statement (as defined in the Underwriting Agreement) and the Prospectus (as defined in the Underwriting Agreement).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the parties hereto agree as follows:

Section 1. Amendment to Registration Rights Agreement. From and after the date of this Agreement, the Registration Rights Agreement shall be amended as follows:

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- (a) Section 2.1(b) of the Registration Rights Agreement is hereby amended by deleting the words “one year from the date hereof” and replacing them with the following words “six months from February 5, 2010”.
- (b) Section 1 of the Registration Rights Agreement is hereby amended by (i) inserting the words “or acquired by” immediately after the words “any shares of Common Stock issuable to” in clause (a) of the definition of “Registrable Securities”, (ii) deleting the word “and” immediately after clause (b) of the definition of “Registrable Securities” and inserting in its place a new clause with the following words “, (c) any shares of Common Stock acquired by the Investor prior to the date the Registration Statement is filed with the Commission, and” and (iii) renumbering what has heretofore been clause (c) in the definition of “Registrable Securities” as clause (d).

Section 2. Amendment to Securities Purchase Agreement. From and after the date of this Agreement, the Securities Purchase Agreement shall be amended as follows:

- (a) Section 9.4 of the Securities Purchase Agreement is hereby amended by deleting the words “Section 9.6(c)” at the end of the last sentence in such section and replacing them with the following words “Section 9.6(b)”.

Section 3. Purchase. Subject to the terms and conditions set forth herein, the Company hereby agrees to issue and sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Company 1,250,000 shares of Common Stock which shall be validly issued, fully paid, non-assessable and free and clear of any liens, other than liens created by the Purchaser (collectively, the “Shares” and each individually, a “Share”), at a purchase price of \$6.60 per Share.

Section 4. Purchase Price. The purchase price payable by the Purchaser hereunder for the Shares is \$8,250,000.00, which will be paid by the Purchaser to the Company as of the date hereof by means of a wire transfer to an account and depository designated by the Company to the Purchaser in writing.

Section 5. Closing. The closing (the “Closing”) of the transactions contemplated by this Agreement shall take place as of the date hereof or on such other date as the parties may mutually agree. At the Closing, (i) the Purchaser shall deliver to the Company the purchase price as set forth in Section 4 and (ii) the Company shall deliver to the Purchaser (A) the Shares and (B) an opinion letter from Stroock & Stroock & Lavan LLP in the form attached hereto as Schedule A.

Section 6. Representations and Warranties of the Company. As of the date hereof, the Company makes to the Purchaser those representations and warranties made by the Company in Section 1(a) (Representations and Warranties by the Company and the Operating Partnership) of the Underwriting Agreement, provided that, for purposes of this Agreement, the word “Securities” in each such representation and warranty shall be replaced by “Shares”. As of the date hereof, the Company further makes to the Purchaser that representation and warranty made by the Company in Section 2.30 (Private Offering) of the Securities Purchase Agreement,



provided that, for purposes of this Agreement, the word “Shares” shall have the meaning ascribed thereto in this Agreement.

Section 7. Representations and Warranties of the Purchaser. The Purchaser makes to the Company those representations and warranties made by the Purchaser in Sections 3.1 (Due Organization), 3.2 (Authorization), 3.3 (No Violations), 3.4 (Investment Intent), 3.5 (No Registration under Federal or State Securities Laws), 3.6 (Investment Experience), 3.7 (Investment Risks), 3.10 (Financial Resources) and 3.11 (Opportunity for Independent Investigation) of the Securities Purchase Agreement, provided that, for purposes of this Agreement, the word “Shares” shall have the meaning ascribed thereto in this Agreement.

Section 8. Representations and Warranties of the Parties. Each party hereby represents and warrants: (i) the execution, delivery and performance of this Agreement is within its power, has been duly authorized by all necessary action and, where applicable, is not in contravention of any of its organizational documents; (ii) this Agreement has been duly executed and delivered by such party; and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 9. No Other Amendment. Except as and to the extent expressly amended by the terms and provisions of this Agreement, each of the Registration Rights Agreement and the Securities Purchase Agreement shall continue in full force and effect unamended. Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the parties under either the Registration Rights Agreement or the Securities Purchase Agreement, or constitute a waiver of any provision of the Registration Rights Agreement or the Securities Purchase Agreement.

Section 10. References to Registration Rights Agreement. On and after the date hereof, each reference in the Registration Rights Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Registration Rights Agreement, and each reference in any of the agreements or certificates to be delivered in connection with the Registration Rights Agreement to the “Registration Rights Agreement,” “thereunder,” “thereof” or words of like import referring to the Registration Rights Agreement, shall mean and be a reference to the Registration Rights Agreement as amended by this Agreement.

Section 11. References to Securities Purchase Agreement. On and after the date hereof, each reference in the Securities Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Securities Purchase Agreement, and each reference in any of the agreements or certificates to be delivered in connection with the Securities Purchase Agreement to the “Securities Purchase Agreement,” “thereunder,” “thereof” or words of like import referring to the Securities Purchase Agreement, shall mean and be a reference to the Securities Purchase Agreement as amended by this Agreement.

Section 12. Successors and Assigns. This Agreement is solely for the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, including, without limitation, any successor of the Company by merger, acquisition, reorganization, recapitalization or otherwise. Neither the Company nor the Purchaser may assign this Agreement or any of its rights, duties or obligations hereunder without the prior written

consent of the other party; provided, however, that the Purchaser may assign its rights, duties or obligations hereunder to any affiliate of the Purchaser provided that such affiliate agrees to be bound by the terms of this Agreement as a Holder (as such term is defined in the Registration Rights Agreement). Except as expressly set forth herein, nothing herein shall be construed to provide any rights to any other entity or individual.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 14. Headings. Section headings are for convenience only and do not control or affect the meaning or interpretation of any terms or provisions of this Agreement.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York governing contracts to be made and performed therein without giving effect to principles of conflicts of law, and, with respect to any dispute arising out of this Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in the City of New York as provided in Section 10.15 of the Securities Purchase Agreement.

Section 16. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall remain operative and in full force and effect regardless of delivery of and payment for the Shares.

Section 17. Severability. Should any part, term, condition or provision hereof or the application thereof be declared illegal, invalid or otherwise unenforceable or in conflict with any other law by a court of competent jurisdiction, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable portions of this Agreement shall be and hereby are redrafted to conform with applicable law, while leaving the remaining portions of this Agreement intact, except to the extent necessary to conform to the redrafted portions hereof.

Section 18. Further Assurances. Each party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and documents and to take all such actions, in each case as may be necessary or proper to carry out the provisions and purposes of this Agreement.

Section 19. Entire Understanding. This Agreement and the exhibits attached hereto state the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. This Agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CEDAR SHOPPING CENTERS, INC.**

By: /s/ LEO S. ULLMAN

Name: Leo S. Ullman

Title: Chairman and President

**RIOCAN HOLDINGS USA INC.**

By: /s/ RAGHUNATH DAVLOOR

Name: Raghunath Davloor

Title: Chief Financial Officer

**AGREEMENT**

Agreement, dated February 26, 2010 (this "Agreement"), by and between Cedar Shopping Centers, Inc., a Maryland corporation (the "Company"), and RioCan Holdings USA Inc., a Delaware corporation (the "Purchaser").

WITNESSETH:

WHEREAS, the Company and the Purchaser entered into that certain Securities Purchase Agreement, dated October 26, 2009, as amended by an agreement dated February 5, 2010 (the "Securities Purchase Agreement"), pursuant to which the Purchaser acquired shares of common stock of the Company ("Common Stock") and a warrant to acquire additional shares of Common Stock;

WHEREAS, the Purchaser desires to acquire additional shares of Common Stock through the reinvestment of cash dividends pursuant to the Company's Dividend Reinvestment and Direct Stock Purchase Plan (the "Plan");

WHEREAS, the Company and the Purchaser desire to amend the Securities Purchase Agreement to permit reinvestment of cash dividends by the Purchaser pursuant to the Plan;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the parties hereto agree as follows:

Section 1. Amendment to Securities Purchase Agreement. From and after the date of this Agreement, Section 9.6(b) of the Securities Purchase Agreement is hereby amended to read in its entirety as follows:

"(b) Notwithstanding the provisions of Section 9.6(a), (A) the Purchaser shall be permitted to acquire additional shares of Common Stock in the open market in an amount sufficient so as to maintain its Percentage Interest if the Shares owned by it and its affiliates come to represent less than its Percentage Interest as a result of (i) the issuance, grant or sale of Common Stock, options to purchase Common Stock or Common Stock issuable upon the exercise of options or other equity awards pursuant to any stock option, stock bonus or other stock plan or arrangement adopted by the Company, (ii) the issuance of securities by the Company in connection with an acquisition, merger, joint venture or sale or purchase of assets, (iii) any Common Stock issuable upon the redemption of outstanding Units in the Operating Partnership, or (iv) a Non Eligible Public Offering; provided, however, that notwithstanding anything to the contrary contained in this Agreement, if at any time or from time to time the Purchaser does not elect to purchase its Percentage Interest of New Securities as provided in Section 9.3, then the Percentage Interest shall automatically be reduced each such time to be calculated on a fully diluted basis at the time of each closing of the sale of New Securities; and (B) the Purchaser shall be permitted to reinvest all or part of the cash dividends received on its Common Stock in additional shares of Common Stock pursuant to the Company's Dividend Reinvestment and Direct Stock Purchase Plan."

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Section 2. Representations and Warranties of the Parties. Each party hereby represents and warrants: (i) the execution, delivery and performance of this Agreement is within its power, has been duly authorized by all necessary action and, where applicable, is not in contravention of any of its organizational documents; (ii) this Agreement has been duly executed and delivered by such party; and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 3. No Other Amendment. Except as and to the extent previously amended by agreement dated February 5, 2010 and as expressly amended by the terms and provisions of this Agreement, the Securities Purchase Agreement shall continue in full force and effect unamended. Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the parties under the Securities Purchase Agreement, or constitute a waiver of any provision of the Securities Purchase Agreement.

Section 4. References to Securities Purchase Agreement. On and after the date hereof, each reference in the Securities Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Securities Purchase Agreement, and each reference in any of the agreements delivered in connection with the Securities Purchase Agreement to the “Securities Purchase Agreement,” “thereunder,” “thereof” or words of like import referring to the Securities Purchase Agreement, shall mean and be a reference to the Securities Purchase Agreement as amended pursuant to the agreement dated February 5, 2010 and by this Agreement.

Section 5. Successors and Assigns. This Agreement is solely for the benefit of and shall be binding upon the parties and their respective successors and permitted assigns. Neither the Company nor the Purchaser may assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other party.

Section 6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 7. Headings. Section headings are for convenience only and do not control or affect the meaning or interpretation of any terms or provisions of this Agreement.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York governing contracts to be made and performed therein without giving effect to principles of conflicts of law, and, with respect to any dispute arising out of this Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in the City of New York as provided in Section 10.15 of the Securities Purchase Agreement.

Section 9. Severability. Should any part, term, condition or provision hereof or the application thereof be declared illegal, invalid or otherwise unenforceable or in conflict with any other law by a court of competent jurisdiction, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and the illegal, invalid

or unenforceable portions of this Agreement shall be and hereby are redrafted to conform with applicable law, while leaving the remaining portions of this Agreement intact, except to the extent necessary to conform to the redrafted portions hereof.

Section 10. Further Assurances. Each party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and documents and to take all such actions, in each case as may be necessary or proper to carry out the provisions and purposes of this Agreement.

Section 11. Entire Understanding. This Agreement states the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. This Agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CEDAR SHOPPING CENTERS, INC.**

By: /s/ LEO S. ULLMAN

Name: Leo S. Ullman

Title: Chairman and President

**RIOCAN HOLDINGS USA INC.**

By: /s/ RAGHUNATH DAVLOOR

Name: Raghunath Davloor

Title: Chief Financial Officer

**AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS**

**BY AND BETWEEN**

**CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, as seller

**AND**

**RIOCAN HOLDINGS USA INC.**, as purchaser

Dated as of October 26, 2009

Premises:

Columbus Crossing Shopping Center  
Philadelphia, PA

Loyal Plaza Shopping Center  
Williamsport, PA

Blue Mountain Commons  
Susquehanna Township, PA

Shaw's Plaza Raynham, MA

Franklin Village Plaza  
Franklin, MA

Stop & Shop Plaza  
Bridgeport, CT

Sunset Crossing Shopping Center  
Dickson, PA

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**AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS**

**AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTERESTS** (this “**Agreement**”), made as of the 26th day of October, 2009, by and between **CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, a Delaware limited partnership (“**Cedar**”) and **RIOCAN HOLDINGS USA INC.**, a Delaware corporation (“**RioCan**”).

WITNESSETH:

**WHEREAS**, subject to the terms and provisions of this Agreement, Cedar and RioCan have agreed to form a Delaware limited partnership (the “**Partnership**”) for the purpose of directly or indirectly acquiring all of Cedar’s interests in the Properties (as hereinafter defined); and

**WHEREAS**, the Partnership will be comprised of (x) Cedar LP (as hereinafter defined) having a nineteen percent (19%) limited partnership interest, (y) Cedar GP (as hereinafter defined) having a one percent (1%) general partnership interest, and (z) RioCan, having an eighty percent (80%) limited partnership interest.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cedar and RioCan hereby agree as follows:

**1. Certain Definitions.**

For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

**Additional Title Objections:** As defined in Section 25(b).

**Adjustment Date:** As defined in Section 19(a).

**Agreement:** As defined in the Preamble.

**Allotted Consideration:** As defined in Section 2(b).

**Balance Sheets:** As defined in Section 13(a).

**Blue Mountain:** The Property located in Susquehanna Township, Pennsylvania and known as “Blue Mountain Commons”.

**Blue Mountain Closing:** The Closing with respect to Blue Mountain.

**Blue Mountain Closing Date:** The Closing Date with respect to Blue Mountain.

**Blue Mountain Closing Earn-Out Proceeds:** The Earn-Out Proceeds with respect to the Blue Mountain Leases for which the conditions provided in Section 4(a) shall have been satisfied as of the Blue Mountain Closing Date.

**Blue Mountain Condo Conversion:** As defined in Section 7(b).

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**Blue Mountain Development Parcel:** That certain parcel of land located in Susquehanna Township, Pennsylvania, more particularly described on Exhibit I.

**Blue Mountain Ground Lease:** As defined in Section 7(b).

**Blue Mountain Leases:**

- (a) Those Leases as set out in Schedule 11;
- (b) Leases of space in Blue Mountain executed in accordance with the terms of this Agreement; and
- (c) Leases of space in Blue Mountain that are approved after the Blue Mountain Closing, in accordance with the Partnership Agreement and relevant Property Management Agreement.

**Blue Mountain Line of Credit:** The revolving line of credit from KeyBank, National Association, as administrative agent, encumbering inter alia, Blue Mountain as of the date hereof.

**Blue Mountain Loan:** As defined in Section 16(b).

**Blue Mountain Loan Application:** As defined in Section 16(b)

**Blue Mountain Loan Documents:** As defined in Section 16(b).

**Blue Mountain REA:** As defined in Section 7(a).

**Blue Mountain Separation:** As defined in Section 7(a).

**Blue Mountain Shopping Center Parcel:** That certain parcel of land located in Susquehanna Township, Pennsylvania, more particularly described on Exhibit A-5, excluding the Blue Mountain Development Parcel.

**Bridgeport Ground Lease:** Ground Lease dated December 8, 2004, by and between The Housing Authority of the City of Bridgeport, LLC, as landlord, and Cedar Bridgeport, LLC (as successor-in-interest to Fairfield Avenue Investors, LLC), as tenant.

**Bridgeport Loan:** As defined in Section 13(a).

**Bridgeport Loan Documents:** As defined in Section 13(a).

**Buildings:** With respect to each parcel of Land, all buildings, structures (surface and subsurface), installations and other improvements located thereon.

**Business Day:** Any day, other than a Saturday or Sunday, on which commercial banks in the State of New York are not required or authorized to be closed for business.

**Cedar:** As defined in the Preamble.

**Cedar GP:** The wholly-owned subsidiary of Cedar that will be the general partner of the Partnership.

**Cedar LP:** The wholly-owned subsidiary of Cedar that will be the limited partner of the Partnership.

**Cedar Partners:** Individually and collectively, as applicable, Cedar GP and Cedar LP.

**Cedar Related Parties:** Cedar and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity acting on Cedar's behalf or otherwise related to or affiliated with Cedar, including, without limitation, the Cedar Partners.

**Closing:** The closing of a Transaction contemplated hereby.

**Closing Date:** As defined in Section 3.

**Closing Date Representations:** As defined in Section 17(a).

**Closing Documents:** The agreements, instruments and other documents to be delivered by Cedar to RioCan pursuant to Section 17(a) or otherwise pursuant to this Agreement and the agreements, instruments and other documents to be delivered by RioCan to Cedar pursuant to Section 17(b) or otherwise pursuant to this Agreement.

**Columbus Crossing:** The Property located in Philadelphia, Pennsylvania and known as "Columbus Crossing Shopping Center."

**Columbus Crossing Loan:** As defined in Section 13(a).

**Columbus Crossing Loan Documents:** As defined in Section 13(a).

**Columbus Crossing Loan Guaranty:** Surety Agreement, dated as of June 9, 2009, by Cedar in favor of Susquehanna Bank, a Pennsylvania banking corporation.

**Columbus Crossing Preferred Interests:** The partnership interests in the Columbus Crossing Property Owner owned directly or indirectly by Welsh-Square, Inc., The Indenture of Trust of Bart Blatstein dated as of June 9, 1998 and/or The Irrevocable Indenture of Trust of Barton Blatstein dated July 13, 1999.

**Columbus Crossing Preferred Partner Loan:** The loan evidenced by the Columbus Crossing Preferred Partner Loan Documents.

**Columbus Crossing Preferred Partner Loan Documents:** As defined in Section 13(a).

**Columbus Crossing Property Owner:** Delaware 1851 Associates, L.P., a Pennsylvania limited partnership that is the owner of Columbus Crossing.

**Columbus Crossing Reimbursement Agreement:** As defined in Section 17(a).

**Commission:** The United States Securities and Exchange Commission.

**Confidentiality Agreement:** The Confidentiality Agreement between CSCI and RioCan REIT dated September 25, 2009.

**Consideration:** As defined in Section 2(b).

**Control:** means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms "Controlling" and "Controlled" have the meanings correlative to the foregoing.

**CSCI:** Cedar Shopping Centers, Inc., a Maryland corporation, and any successors thereto.

**Default Notice:** As defined in Section 24(c).

**Defaulting Party:** As defined in Section 24(c).

**Deposit:** As defined in Section 2(c).

**Direct Interests:** Individually and collectively, as applicable, the partnership interests in the applicable Property Owners (other than the Columbus Crossing Preferred Interests).

**Due Diligence Site:** The internet based "virtual vault" created by Cedar where Cedar has assembled and has made available the Information to RioCan prior to the date hereof.

**Earn-Out Proceeds:** An amount equal to the NOI payable under the applicable lease (or renewal thereof), divided by a capitalization rate of 8.5%. A sample calculation of the Earn-Out Proceeds with respect to each Blue Mountain Lease executed prior to the date hereof and each portion of the Franklin Village Earn-Out Space is attached hereto and made a part hereof as Schedule 9.

**Environmental Claim:** With respect to any Property, any action, cause of action, suit, order, decree, award, proceeding, judgment, penalty, assessment, claim, or fine imposing or alleging potential liability for any violation of Environmental Laws or otherwise relating to Hazardous Substances.

**Environmental Laws:** All applicable federal, state, municipal and local laws (including without limitation all statutes, by-laws and regulations and all orders, directives and decisions rendered by, and policies, instructions, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency), relating to the protection of the environment, or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substances.

**Escrow Agent:** Commonwealth Land Title Insurance Company, Two Grand Central Tower 140 East 45th Street, 22nd Floor, New York, NY 10017, Attention: Robert Fitzgerald.

**Executive Order 13224:** Executive Order 13224—Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued by OFAC.

**Existing Columbus Crossing Preferred Partner Lender:** Cedar Lender LLC, a Delaware limited liability company that is a wholly-owned subsidiary of Cedar and is the holder of the Columbus Crossing Preferred Partner Loan on the date hereof.

**Existing Surveys:** The surveys listed on Schedule 13 attached hereto and made a part hereof.

**Existing Title Policies:** The title policies listed on Schedule 6 attached hereto and made a part hereof.

**Extension Period:** As defined in Section 12(b).

**Financial Statements:** As defined in Section 13(a).

**First Scheduled Closing Date:** As defined in Section 3.

**Franklin Village:** The Property located in Franklin, Massachusetts and known as “Franklin Village Plaza”.

**Franklin Village Applebee’s Space:** All or any portion of the space located at Franklin Village that is designated as the “Applebee’s Space” on Exhibit J.

**Franklin Village Closing:** The Closing with respect to Franklin Village.

**Franklin Village Closing Date:** The Closing Date with respect to Franklin Village.

**Franklin Village Earn-Out Space:** Individually and collectively, as applicable, the Franklin Village Applebee’s Space, the Franklin Village New Lease Space and the Franklin Village Renewal Lease Space.

**Franklin Village Loan:** As defined in Section 13(a).

**Franklin Village Loan Documents:** As defined in Section 13(a).

**Franklin Village New Lease Space:** All or any portion of the space located at Franklin Village that is designated as the “Franklin Village New Lease Space” on Exhibit J.

**Franklin Village Renewal Lease Space:** All or any portion of the space located at Franklin Village that is designated as the “Franklin Village Renewal Lease Space” on Exhibit J.

**GAAP:** Generally accepted accounting principles of the United States, consistently applied.

**Governmental Authority:** Any agency, instrumentality, department, commission, court, tribunal or board of any government, whether foreign or domestic and whether national, federal, state, provincial, local or any quasi-governmental entity or any Person acting under the authority of any of the foregoing.

**Ground Leases:** The Bridgeport Ground Lease and the Loyal Plaza Ground Lease, in each case as amended, renewed or otherwise varied.

**Ground Lessor Estoppels:** As defined in Section 16(d).

**Ground Lessors:** The lessors under the Bridgeport Ground Lease and the Loyal Plaza Ground Lease.

**Hazardous Substances:** Any pollutants, contaminants, chemicals, deleterious substances, waste (including without limitation industrial, toxic or hazardous wastes), petroleum or petroleum products, asbestos, PCBs, underground storage tanks and the contents thereof, flammable materials or radioactive materials.

**Indirect Interests:** Individually and collectively, as applicable, the equity interests in the Indirect Owners.

**Indirect Owner(s):** Individually and collectively, as applicable, the subsidiaries of Cedar that are direct or indirect owners of equity interests in the Property Owners, which (a) exist on the date hereof, will survive the Reorganizations (as more particularly described in Schedule 2) and will be wholly owned directly or indirectly by REIT Property Subsidiary following the Closings (as more particularly described in Schedule 3) or (b) will be formed in connection with the Reorganizations (as more particularly described in Schedule 2) and will be wholly owned directly or indirectly by REIT Property Subsidiary following the Closings (as more particularly described in Schedule 3).

**Information:** Any of the following: (i) all information and documents in any way relating to the Properties, the Owners, the Interests, the Columbus Crossing Preferred Interests, the operation thereof or the sale thereof, all leases and contracts furnished to RioCan or the RioCan Representatives by Cedar or any Cedar Related Party or their agents or representatives, including, without limitation, their contractors, engineers, attorneys, accountants, consultants, brokers or advisors, and all information and documents posted on the Due Diligence Site, whether prior to or after the date hereof, and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by RioCan or the RioCan Representatives containing or based on, in whole or in part, the information or documents described in the preceding subparagraph (i), the Investigations, or otherwise reflecting their review or investigation of the Properties, the Owners, the Interests and/or the Columbus Crossing Preferred Interests.



**Institutional Investor:** Any of the following types of entities (or any entity that is directly or indirectly wholly-owned and Controlled by any of the following types of entities), whether domestic or Canadian: (a) a commercial bank, trust company (whether acting individually or in a fiduciary capacity for another entity that constitutes an Institutional Investor), savings and loan association, savings bank, financing company or similar institution; (b) an insurance company; (c) an investment bank; or (d) an employee's welfare, benefit, profit-sharing, pension or retirement trust, fund or system (whether federal, state, municipal, private or otherwise); in each case on the condition that such Institutional Investor (i) is regularly engaged in the business of owning or operating commercial real estate properties, (ii) is recognized as a reputable investor, (iii) has net assets (in name or under management) in excess of One Billion Dollars (\$1,000,000,000), (iv) is not one of Persons described in Section 14(a)(iv) hereof, (v) is neither one of the Persons listed on Schedule 14 nor Controlled by any such Persons, and (vi) is otherwise reasonably acceptable to Cedar, it being acknowledged that CPP Investment Board, a Canadian corporation, is acceptable to Cedar.

**Intellectual Property:** The interest, if any, of the applicable Property Owner in any trademarks, trade names, logos, names, coined words, abbreviations, designs, styles, certification marks, copyrights, industrial designs and other similar property relating solely to any Property.

**Interests:** Individually and collectively, as applicable, the Direct Interests and the Indirect Interests.

**Investigations:** As defined in Section 8.

**Land:** As applicable, that certain parcel of land located in (i) Philadelphia, Pennsylvania, (ii) Franklin, Massachusetts, (iii) Williamsport, Pennsylvania, (iv) Bridgeport, Connecticut, (v) Susquehanna Township, Pennsylvania, (vi) Dickson, Pennsylvania, and (vii) Raynham, Massachusetts, all as more particularly described in Exhibit A-1 through A-7 hereof, respectively.

**Lease Exhibit:** As defined in the definition of "Leases" set forth in this Agreement.

**Leases:** With respect to each Property, (i) the leases described on Schedule 5 attached hereto and made a part hereof (collectively, the **Lease Exhibit**) with respect to such Property, and (ii) the leases entered into by any Property Owner in accordance with Section 4 and Section 16(a) hereof.

**Leasing Costs:** As defined in Section 19(b).

**Lenders:** Collectively, the mortgage lenders under each of the Loans.

**Loan Approval Deadline:** As defined in Section 12(b).

**Loan Approvals:** As defined in Section 12(a).

**Loan Documents:** Collectively, the Columbus Crossing Loan Documents, the Franklin Village Loan Documents, the Loyal Plaza Loan Documents, the Bridgeport Loan Documents and the Shaw's Plaza Loan Documents and, if applicable, the Blue Mountain Loan Documents and the Sunset Crossing Loan Documents, as each of the foregoing may be amended in accordance with this Agreement.

**Loan Estoppel Statement:** As defined in Section 12(a).

**Loans:** Collectively, the Columbus Crossing Loan, the Franklin Village Loan, the Loyal Plaza Loan, the Bridgeport Loan and the Shaw's Plaza Loan and, if applicable, the Blue Mountain Loan and the Sunset Crossing Loan.

**Loyal Plaza Ground Lease:** Agreement of Lease dated January 15, 1963, by and between Robert M. Zaner and Ruth S. Zaner, his wife, as landlord, and Loyal Plaza Associates, L.P. (as ultimate successor-in-interest to Murray H. Goodman), as tenant, as amended by that certain Amending Agreement, dated March 26, 1964.

**Loyal Plaza Loan:** As defined in Section 13(a).

**Loyal Plaza Loan Documents:** As defined in Section 13(a).

**Major Tenants:** Those Tenants listed on Schedule 12 attached hereto.

**Management Agreements:** With respect to each Property, the Property Management Agreement to be entered into at the applicable Closing between the applicable Property Owner and Manager for the management and leasing of such Property, the form of which is attached hereto as Exhibit D.

**Manager:** Cedar or an affiliate of Cedar, as determined by Cedar (provided such affiliate is directly or indirectly wholly-owned by Cedar or CSCI and generally manages the other properties directly or indirectly owned by Cedar).

**Mandatory Cure Item:** As defined in Section 25(c).

**Material Title Contracts:** Any common use agreements and easement agreements of record the termination of which would materially and adversely affect or interfere with the ordinary use or operation of the applicable Property.

**Net Consideration:** As defined in Section 2(b).

**New Columbus Crossing Preferred Partner Lender:** A wholly-owned subsidiary of REIT Property Subsidiary that shall be a Delaware limited liability company, to be formed to acquire, at the Closing of Columbus Crossing, and thereafter own the Columbus Crossing Preferred Partner Loan and the Columbus Crossing Preferred Partner Loan Documents.

**NOI:** Means the annualized amounts payable by the applicable Tenant pursuant to a Lease (or renewal thereof), less the sum of (i) the annualized operating costs and realty

tax recoveries included in such amounts, (ii) the Permanent Shortfall, (iii) a vacancy allowance equal to 3% of annualized "gross receipts" (as defined in the applicable Management Agreement) to be generated from the applicable Tenant (other than, in the case of Blue Mountain only, Giant Food Stores LLC, for which no such vacancy allowance shall be deducted); and (iv) 3.5% of "gross receipts" to be generated from the applicable Tenant, on account of management fees.

**Non-Defaulting Party:** As defined in Section 24(c).

**OFAC:** The Office of Foreign Assets Control of the United States Department of the Treasury.

**OFAC Lists:** As defined in Section 14(a).

**Outside Adjustment Date:** As defined in Section 19(f)

**Outside Closing Date:** As defined in Section 3.

**Outside RioCan Adjournment Date:** As defined in Section 3.

**Owners:** Individually and collectively, as applicable, the Property Owners and the Indirect Owners.

**Partnership:** As defined in the Recitals.

**Partnership Agreement:** The Limited Partnership Agreement to be entered into by and among the Cedar Partners and RioCan on or prior to the first Closing hereunder in respect of their relationship as partners of the Partnership, in substantially the form attached hereto as Exhibit B.

**Partnership Interests:** As defined in Section 15(a).

**Partnership Subsidiary GP:** Means a limited liability company wholly-owned by the Partnership and formed to own the general partnership interest in the REIT.

**Percentage Interest:** The respective partnership interests of the Cedar Partners and RioCan in the Partnership from and after the first Closing hereunder as follows: (x) the percentage interest of Cedar GP shall be one percent (1%), (y) the percentage interest of Cedar LP shall be nineteen percent (19%) and (z) the percentage interest of RioCan shall be eighty percent (80%), as the same may be adjusted pursuant to the provisions of the Partnership Agreement.

**Permanent Shortfall:** The annualized amount, if any, by which the Tenant's annualized proportionate share of operating cost and realty tax recoveries (as determined by Cedar, acting reasonably, based on the recoveries provided for in the standard form lease used by Cedar) exceeds the annualized amount actually payable by such Tenant under such Lease on account of operating costs and realty taxes.

**Permitted Exceptions:** With respect to each Property (unless otherwise provided herein): (i) the state of facts shown on the Existing Survey of such Property; (ii) as applicable, subject to the rights of RioCan pursuant to Section 16(b) and (c) hereof, respectively, any Loan Documents; (iii) with respect to the Properties, those matters specifically set forth on Schedule B of the Existing Title Policy of the applicable Property and any matters omitted or affirmatively insured over pursuant to or in connection with such Existing Title Policy; (iv) all laws, ordinances, rules and regulations of the United States, the Commonwealth or State in which the Property is located, or any Governmental Authority, as the same may now exist or may be hereafter modified, supplemented or promulgated; (v) all presently existing and future liens of real estate taxes or assessments and water rates, water meter charges, water frontage charges and sewer taxes, rents and charges, if any, provided that such items are not yet due and payable and are apportioned as provided in this Agreement; (vi) any other matter or thing affecting title to such Property that RioCan shall have agreed in writing or be deemed to have agreed pursuant to the express terms of this Agreement to waive as a Title Objection or Additional Title Objection; (vii) all violations of laws, ordinances, orders, requirements or regulations of any Governmental Authority known by RioCan as of the date of this Agreement; (viii) all utility easements; and (ix) all other matters of record which do not, individually or in the aggregate, prohibit or materially and adversely interfere with the present use or operation of the applicable Property, or materially and adversely affect the value or marketability of the applicable Property.

**Person:** An individual, partnership, joint venture, corporation, trust or other entity.

**Personal Property:** With respect to each Property, all right, title and interest of the applicable Property Owner, if any, in and to the fixtures, equipment and other personal property owned by such Property Owner and attached or appurtenant to the applicable Property.

**Pre-RioCan Owner Agreements:** Prior to the respective Reorganizations, the organizational documents of each Owner identified on Exhibit C attached hereto and following the Reorganizations but prior to the applicable Closing Date, the limited partnership or limited liability company agreement of each Owner in a form consistent with the terms of the Partnership Agreement and the applicable Loan Documents (as modified by any applicable Loan Approval) in all material respects and otherwise reasonably acceptable to the parties.

**Property or Properties:** Collectively or individually, as applicable, those certain real properties commonly known as: (i) Columbus Crossing Shopping Center, located in Philadelphia, Pennsylvania; (ii) Franklin Village Plaza, located in Franklin, Massachusetts; (iii) Loyal Plaza Shopping Center, located in Williamsport, Pennsylvania; (iv) Stop & Shop Plaza, located in Bridgeport, Connecticut; (v) Blue Mountain Commons, located in Susquehanna Township, Pennsylvania; (vi) Sunset Crossing Shopping Center, located in Dickson, Pennsylvania; and (vii) Shaw's Plaza Shopping Center, located in Raynham, Massachusetts, as more particularly described in Exhibit A-1 through A-7 attached hereto, respectively, together with all of the Buildings located or to be developed thereon, and also together with all rights, interests, entitlements, benefits,

and privileges of any nature or kind whatsoever related thereto including, without limitation, the Land, the Personal Property, Service Contracts, Leases, Intellectual Property, Warranties, and all easements for ingress, egress, parking, utility service and other appurtenances thereto.

**Property Owner(s):** Individually and collectively, as applicable, the entities identified in Schedule 1 attached hereto, each as owner or ground lessee of each Property indicated opposite its name.

**REIT:** Means a limited partnership owned by the Partnership, as limited partner, the Partnership Subsidiary GP, as general partner, and certain outside investors, as preferred interest holders, and formed to own all of the limited partnership interests in the REIT Property Subsidiary. The REIT shall be treated as a corporation for U. S. tax purposes.

**REIT Property Subsidiary:** Means a limited partnership owned by the REIT, as limited partner, and the REIT Subsidiary GP, as general partner, and formed to own directly or indirectly through one or more wholly-owned subsidiaries (a) all of the Interests and (b) all of the membership interests in the New Columbus Crossing Preferred Partner Lender.

**REIT Subsidiary GP:** Means a limited liability company wholly-owned by the REIT and formed to own all of the general partnership interests in the REIT Property Subsidiary.

**Remaining Scheduled Closing Date(s):** As defined in Section 3.

**Reorganizations:** As defined in Section 2(a).

**Required Operating Tenant:** Individually and collectively, as applicable, any Required Tenant that is a Giant Food Store, Super Fresh Supermarket, Stop & Shop, Marshall's or Shaw's Supermarket.

**Required Tenants:** As defined in Section 16(d).

**RioCan:** As defined in the Preamble.

**RioCan REIT:** RioCan Real Estate Investment Trust, an Ontario trust.

**RioCan Related Party:** As defined in Section 21(a).

**RioCan Representatives:** The directors, officers, employees, affiliates, partners, members, brokers, agents or other representatives, including, without limitation, attorneys, accountants, contractors, consultants, engineers and financial advisors of RioCan.

**Scheduled Closing Date(s):** As defined in Section 3.

**SEC:** The Securities and Exchange Commission.

**Securities Act.** The Securities Act of 1933, as amended.

**Service Contracts:** With respect to each Property, (i) the contracts described on Schedule 4 attached hereto and made a part hereof, (ii) Terminable Service Contracts, and (iii) contracts entered into by any Property Owner in accordance with Section 16 hereof.

**Settlement Statement:** As defined in Section 17(a).

**Shaw's Plaza:** The Property located in Raynham, Massachusetts and known as "Shaw's Plaza."

**Shaw's Plaza Loan:** As defined in Section 13(a).

**Shaw's Plaza Loan Documents:** As defined in Section 13(a).

**Subject Interests:** As defined in Section 12(b).

**Subject Property:** As defined in Section 12(b).

**Subject Transaction(s):** As defined in Section 12(b).

**Substitute Property:** As defined in Section 5.

**Substitution Date:** As defined in Section 5.

**Sunset Crossing:** The Property located in Dickson, Pennsylvania and known as "Sunset Crossing Shopping Center".

**Sunset Crossing Line of Credit:** The revolving line of credit from Bank of America, N.A., as administrative agent, encumbering, inter alia, Sunset Crossing as of the date hereof.

**Sunset Crossing Loan:** As defined in Section 16(c).

**Sunset Crossing Loan Application:** As defined in Section 16(c).

**Sunset Crossing Loan Documents:** As defined in Section 16(c).

**Supplemental Due Diligence Period:** As defined in Section 8.

**Supplemental Due Diligence Termination Notice:** As defined in Section 8.

**Supplemental Testing:** Individually or collectively, as applicable, (a) in the case of Shaw's Plaza, a Phase 1 environmental assessment and an engineering review of Shaw's Plaza, and (b) in the case of Sunset Crossing, a Phase 2 environmental assessment of Sunset Crossing pursuant to the scope of work submitted by RioCan and approved by Cedar prior to the date of this Agreement.

**Tenant Estoppels:** As defined in Section 16(d).

**Tenants:** Means all Persons having a right to occupy any rentable area of any Property pursuant to a Lease.

**Terminable Service Contracts:** With respect to any Property, contracts entered into in the ordinary course of business that are cancellable on sixty (60) days notice or less without premium or penalty.

**Title Company:** A nationally recognized title company agreed upon by RioCan and Cedar acting reasonably and in good faith.

**Title Objection Deadline:** As defined in Section 25(a).

**Title Objection Letter:** As defined in Section 25(a).

**Title Objection Response:** As defined in Section 25(a).

**Title Objections:** As defined in Section 25(a).

**Title Reports:** As defined in Section 25(a).

**Transaction(s):** Individually or collectively, as applicable, the Closing of the transfer of the Interests related to one or more of the Properties to the REIT Property Subsidiary and the transfer of the Columbus Crossing Preferred Partner Loan to the New Columbus Crossing Preferred Partner Lender, all in accordance with the terms of this Agreement.

**Transfer Taxes:** As defined in Section 6(a).

**Update Certificate:** As defined in Section 17(a).

**Warranties:** The existing warranties, guarantees and indemnities for the construction and/or the existing operation of the Buildings.

## **2. Reorganizations and Consideration.**

- (a) Schedule 1 attached hereto and made a part hereof depicts the ownership structure of each of the Properties as of the date hereof. Prior to or contemporaneously with the Closing of a Transaction, Cedar shall cause to be effectuated the applicable assignments, transfers and conversions described on Schedule 2 attached hereto (the "**Reorganizations**"). Schedule 3 attached hereto and made a part hereof depicts the ownership structure following the Closing of the Transactions (assuming all of the Transactions close in accordance with the terms of this Agreement). From and after the applicable Closing Date, no Cedar Related Party shall have any continuing obligations to RioCan with respect to the Properties as transferor or seller thereof other than as expressly provided in this Agreement.

- (b) The aggregate consideration payable by RioCan to Cedar on the Closing Dates for the Interests (other than the Interests of the Indirect Owners of Blue Mountain and the Earn-Out Proceeds in respect of the Franklin Village Applebee's Space and the Franklin Village New Lease Space) shall be One Hundred Sixteen Million Five Hundred Twenty Thousand Dollars (\$116,520,000) (the "**Consideration**") as allocated to each Property (other than Blue Mountain) as set forth in the applicable pro forma price schedule attached hereto as Exhibit E (the "**Allotted Consideration**"). For purposes of this Agreement, (a) the "Consideration" for the Interests of the Indirect Owners of Blue Mountain shall be the sum of (x) the Blue Mountain Closing Earn-Out Proceeds and (y) any amounts paid to Cedar as additional Earn-Out Proceeds pursuant to Section 4(a), (b) the Blue Mountain Closing Earn-Out Proceeds shall constitute the "Allotted Consideration" payable by RioCan to Cedar on the Blue Mountain Closing Date for the Interests of the Indirect Owners of Blue Mountain, and (c) the "Consideration" for the Interests of the Indirect Owners of Franklin Village shall be the sum of (x) the Allotted Consideration for Franklin Village, less any portion of the Franklin Village Earn-Out Escrow that is not disbursed to Cedar and (y) any amounts paid to Cedar as additional Earn-Out Proceeds pursuant to Section 4(b) in respect of the Franklin Village Applebee's Space and the Franklin Village New Lease Space. Accordingly, for the avoidance of doubt, wherever this Agreement shall provide that, following the failure to close a particular Transaction that "the Consideration shall be reduced by the amount of the applicable Allotted Consideration", the parties acknowledge and agree that (A) if such Transaction is the Blue Mountain Closing, no deduction of Consideration shall be made with respect to the other Transactions since the Consideration for Blue Mountain consists entirely of Earn-Out Proceeds and (B) if such Transaction is the Franklin Village Closing, only the portion of the Consideration representing the Franklin Village Earn-Out Escrow and the Allotted Consideration for the portion of Franklin Village that is not included in the Franklin Village Earn-Out Space, shall be deducted. The Allotted Consideration shall be (i) reduced for each Transaction by eighty percent (80%) of the outstanding principal amount as of the Closing Date of the Loan applicable thereto and (ii) adjusted pursuant to the express terms of this Agreement (the Allotted Consideration, as so reduced and adjusted, the "**Net Consideration**"). Each of Cedar and RioCan (and their respective direct and indirect partners, members, owners, beneficiaries, investors, and shareholders) agree to allocate the Consideration as determined for U.S. federal income tax purposes (which shall include all capitalizable costs incurred in connection with the transactions hereunder) among the Properties for all purposes (including, without limitation, accounting, financial reporting and federal and applicable state and local income tax purposes) on the basis of Section 1060 of the Internal Revenue Code, as amended, and in a manner consistent with Exhibit E, as such allocation may be amended from time to time pursuant to the next sentence. The allocation of the Consideration shall be amended to reflect any adjustment to the Consideration. The Net Consideration shall be payable as follows:



- (i) RioCan shall pay the applicable Net Consideration to Cedar, and in consideration thereof, Cedar shall transfer or cause to be transferred the subject Interests to the REIT Property Subsidiary; and
- (ii) RioCan shall pay the Net Consideration to Cedar by wire transfer of immediately available federal funds to an account or accounts designated by Cedar.
- (c) Within two (2) Business Days after the date this Agreement is executed and delivered by Cedar and RioCan, RioCan shall deposit with the Escrow Agent, as escrowee, by wire transfer of immediately available federal funds to an account designated by the Escrow Agent, the sum of Five Hundred Thousand Dollars (\$500,000) (together with all interest thereon, the "**Deposit**"). The Deposit shall be held by the Escrow Agent pursuant to the escrow agreement attached hereto as Exhibit F. If RioCan shall fail to deposit the Deposit with the Escrow Agent within two (2) Business Days after the date this Agreement shall be executed and delivered by Cedar and RioCan, at Cedar's election exercised by delivery of written notice to RioCan following such two (2) Business Day period but prior to receipt of the Deposit, this Agreement shall be null, void ab initio and of no force or effect. The Deposit shall be applied in partial payment of the applicable Allotted Consideration required to be made by RioCan at the Closing of the Transaction with respect to the last remaining Property.

The provisions of this Section 2 shall survive the Closings.

### 3. Closing.

The closing (each a "**Closing**") of the Transactions shall occur in stages. The first Closing shall occur at 10:00 a.m. (Eastern time) on the date that is ten (10) days after the satisfaction (or waiver) of the last of all conditions precedent for one or more Transactions (the "**First Scheduled Closing Date**"). Each of the remaining Transactions with respect to which all conditions precedent thereto have been satisfied or waived by the party entitled to do so, shall occur on the date that is ten (10) days after the satisfaction (or waiver) of the last of all such conditions precedent for the applicable Transaction (each, a "**Remaining Scheduled Closing Date**"; together with the First Scheduled Closing Date, the "**Scheduled Closing Date(s)**"); provided, however, that RioCan shall have the right to adjourn a particular Scheduled Closing Date (other than the First Scheduled Closing Date) not more than two (2) times to a Business Day that is not later sixty (60) days following the applicable Scheduled Closing Date (the "**Outside RioCan Adjournment Date**") by delivery of written notice to Cedar on or prior to the original Scheduled Closing Date of the adjourned Scheduled Closing Date. Without limitation to the foregoing, the parties agree to use commercially reasonable efforts to close as many of the Transactions on the same date as practicable. Notwithstanding the foregoing but subject to the right of Cedar to adjourn the Closing of one or more Transactions pursuant to Section 12(b) or Section 25 hereof, in the event that all of the conditions precedent with respect to any Transaction shall not have been satisfied or waived by the party entitled to do so by July 26, 2010 (the "**Outside Closing Date**"), then, subject to Section 5, this Agreement shall automatically terminate on such Outside Closing Date as to such Transaction, the Deposit shall

be refunded to RioCan (if no other Closing with respect to another Property remains outstanding) and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, whereupon the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Transaction (except for any obligation expressly provided to survive a termination of this Agreement). The Closings shall occur at the offices of the Title Company through an escrow and pursuant to escrow instructions consistent with the terms of this Agreement and otherwise mutually satisfactory to Cedar and RioCan (the date on which any Closing shall occur being herein referred to as a "**Closing Date**"). Each Closing shall constitute approval by each of Cedar and RioCan of all matters to which such party has a right of approval and a waiver of all conditions precedent related to the applicable Transaction.

#### 4. Earn-Out

- (a) Blue Mountain. Notwithstanding any other provision of this Agreement, for each Blue Mountain Lease for which the following conditions have not been satisfied on or prior to the Blue Mountain Closing, additional Earn-Out Proceeds shall be paid by RioCan to Cedar on or prior to the tenth (10th) Business Day immediately following the date that all of the following conditions shall have been satisfied in respect of such lease:
- (i) The tenant thereunder shall have commenced paying regularly scheduled rent in accordance with such lease;
  - (ii) RioCan shall have received either:
    - (A) a Tenant Estoppel from the applicable tenant, which shall be in a form consistent with the form required pursuant to Section 16(d); or
    - (B) where such Tenant Estoppel is not available and the applicable tenant is not a Major Tenant, a certificate of Cedar confirming substantially the same information as would have been in a Tenant Estoppel certificate from the applicable tenant; and
  - (iii) RioCan shall have received a reasonably detailed calculation prepared by Cedar of the Earn-Out Proceeds due to Cedar, which shall be conclusive and binding absent manifest error, it being acknowledged and agreed that the calculations set forth on Schedule 9 satisfy the foregoing requirement with respect to the Blue Mountain Leases executed prior to the date hereof and are hereby deemed to have been delivered to RioCan in accordance with this subparagraph (iii);
- provided, however, that no Earn-Out Proceeds shall be payable with respect to any Blue Mountain Lease unless each of the conditions set forth in subparagraph (a) above shall have been satisfied (x) on or prior to the second (2nd) anniversary of the Blue Mountain Closing Date, with respect to any Blue Mountain Lease executed prior to the Blue Mountain Closing Date or (y) on or prior to the third (3rd) anniversary of the Blue Mountain Closing Date, with respect to any Blue

Mountain Lease executed during the period commencing on the Blue Mountain Closing Date and ending on the second (2nd) anniversary of the Blue Mountain Closing Date.

- (b) Franklin Village. Notwithstanding any other provision of this Agreement, at the Franklin Village Closing, RioCan shall deposit with the Escrow Agent, as escrowee, by wire transfer of immediately available federal funds to an account designated by the Escrow Agent, a portion of the Net Consideration for Franklin Village in the amount of Four Million Three Hundred Eighty Thousand Dollars (\$4,380,000) (together with all interest thereon, the "**Franklin Village Earn-Out Escrow**") for the purposes of funding the Earn-Out Proceeds payable to Cedar pursuant to this Section 4(b) with respect to all of the Franklin Village Renewal Lease Space. The Franklin Village Earn-Out Escrow shall be held by the Escrow Agent pursuant to an escrow agreement reasonably satisfactory to the parties. For each lease (or renewal thereof) of all or any portion of the Franklin Village Earn-Out Space for which the following conditions are satisfied, Earn-Out Proceeds shall be paid by Escrow Agent to Cedar from the Franklin Village Earn-Out Escrow (or, in the case of the Franklin Village Applebee's Space and the Franklin Village New Lease Space, by RioCan directly) (x) at the Franklin Village Closing, to the extent such conditions shall have been satisfied prior to the Franklin Village Closing or (y) to the extent such conditions shall not have been satisfied on or prior to the Franklin Village Closing with respect to any such lease (or renewal thereof), on or prior to the tenth (10th) Business Day immediately following the date that all of the following conditions shall have been satisfied in respect of such lease (or renewal thereof):
- (i) The tenant thereunder shall have commenced paying regularly scheduled rent in accordance with such lease in respect to the primary or renewal term thereof, as applicable;
  - (ii) RioCan shall have received either:
    - (A) a Tenant Estoppel from the applicable tenant, which shall be in a form consistent with the form required pursuant to Section 16(d); or
    - (B) where such Tenant Estoppel is not available within the applicable timeframe provided in this Section 4(b), a certificate of Cedar confirming substantially the same information as would have been in a Tenant Estoppel certificate from the applicable tenant;
  - (iii) RioCan shall have received a reasonably detailed calculation prepared by Cedar of the Earn-Out Proceeds due to Cedar, which shall be conclusive and binding absent manifest error, it being acknowledged and agreed that the calculations set forth on Schedule 9 satisfy the foregoing requirement with respect to the leases described thereon and are hereby deemed to have been delivered to RioCan in accordance with this subparagraph (iii);

- (iv) with respect to the Franklin Village Renewal Lease Space only, such renewal is executed with a tenant identified on Exhibit J;
- (v) with respect to the Franklin Village New Lease Space only, to the extent not executed and delivered prior to the date hereof, such lease is executed with a tenant identified on Exhibit J in substantial accordance with the terms of the applicable executed letter of intent furnished to RioCan on or prior to the date of this Agreement (or on terms that are more favorable to the applicable Property Owner); and
- (vi) with respect to the Franklin Village Applebee's Space only, such lease (A) is for the entire Franklin Village Applebee's Space, (B) is executed with a tenant that is unaffiliated with Cedar, (C) provides for a term of not less than five (5) years, (D) includes a market rental and other material terms that are market (or on terms that are more favorable to the applicable Property Owner) and (E) is with a tenant reasonably approved by RioCan (which approval shall not be unreasonably withheld, conditioned or delayed),

provided, however, that (x) no Earn-Out Proceeds shall be payable with respect to any such lease (or renewal thereof) unless the conditions set forth in subparagraph (b) above shall have been satisfied (A) within three (3) months following the expiration of the applicable lease, with respect to the existing leases demising the Franklin Village Renewal Lease Space and described on Exhibit J, (B) March 26, 2010, with respect to any new lease demising any portion of the Franklin Village New Lease Space, and (C) February 28, 2011, with respect to the new lease demising the Franklin Village Applebee's Space; and (y) in no event shall Cedar be entitled to Earn-Out Proceeds for Franklin Village in excess of the amount of the Franklin Village Earn-Out Escrow with respect to any portion of the Franklin Village Renewal Lease Space (it being understood and agreed that the remainder of the Franklin Village Earn-Out Space shall not be subject to such limitation). Any amounts remaining in the Franklin Village Earn-Out Escrow after payment to Cedar of all Earn-Out Proceeds to which it is entitled pursuant to this Section 4(b) shall be promptly returned to RioCan.

- (c) Payment. The Earn-Out Proceeds shall be paid by the Escrow Agent or RioCan, as applicable, by wire transfer of immediately available federal funds to an account designated by Cedar.
- (d) Survival. The provisions of this Section 4 shall survive the Closings.

#### **5. Substitution.**

If RioCan terminates this Agreement with respect to the acquisition of the Interests applicable to Shaw's Plaza pursuant to Section 8, or any of the conditions to RioCan's obligation to consummate a Transaction contained in Section 18(a) are not satisfied or waived on or before the Outside Closing Date, provided that no default by RioCan hereunder or under the Partnership

Agreement shall have occurred, then Cedar will co-operate with RioCan for a period of six (6) months following the Outside Closing Date to identify another property or properties owned by it that has a value which is similar to the value of the Property that was subject to such Transaction to be substituted for such Property (each a "**Substitute Property**"); provided, however, that in no event shall anything contained in this Section 5 obligate either party to consummate any such substitution, it being acknowledged and agreed that any such election shall be made by each party in its sole and absolute discretion and in writing (the date that the parties shall have acknowledged in writing the inclusion of each Substitute Property under this Agreement shall be referred to herein as a "**Substitution Date**"). If a Substitute Property or Substitute Properties are selected by the parties as aforesaid, the parties shall enter into an amendment to this Agreement on or prior to the Substitution Date acceptable to the parties in their sole and absolute discretion that will provide for all the terms and provisions applicable to such substitution, including, without limitation, modification of defined terms (e.g., "Property"), applicable deadlines (e.g., "Outside Closing Date", "Outside RioCan Adjournment Date", "Loan Approval Deadline", "Title Objection Deadline", etc.) and the Allotted Consideration. The provisions of this Section 5 shall survive until April 26, 2011.

#### **6. Closing Costs.**

Costs in connection with each of the Transactions shall be allocated as follows:

- (a) The Cedar Partners and RioCan shall pay their respective Percentage Interests of the following costs and expenses due and payable in connection with the Reorganizations and/or the Transactions: (A) any and all state and local recording charges and fees, if any; (B) all of the costs, expenses and charges in connection with the Loan Approvals, including, without limitation, all application fees, processing fees, assumption fees, attorneys' fees, consultants' fees and costs and expenses associated with survey updates, record searches, title examinations and updated mortgagee title insurance policies (including endorsements thereto), if any, required by any Lender; (C) any escrow fees charged by the Escrow Agent; (D) any and all state and local deed taxes, real property transfer taxes, controlling-interest taxes and similar taxes (collectively, "**Transfer Taxes**"); (E) all costs and expenses associated with the formation of additional Indirect Owners and the New Columbus Crossing Preferred Partner Lender and, including, without limitation, legal and filing fees and disbursements; (F) with respect to the Transaction involving Blue Mountain, all of the reasonable costs, expenses and charges incurred in connection with the release of Blue Mountain from the Blue Mountain Line of Credit; and (G) with respect to the Transaction involving Sunset Crossing, all of the reasonable costs, expenses and charges incurred in connection with the release of Sunset Crossing from the Sunset Crossing Line of Credit.
- (b) RioCan shall pay all costs and expenses associated with (A) record searches, title examinations and updated owner title insurance policies (including endorsements thereto), if any, desired by RioCan and not by any Lender; (B) any title insurance policy and/or endorsements insuring or otherwise providing coverage to, RioCan as a partner of the Partnership; (C) obtaining updates to the surveys of the Properties as and to the extent desired by RioCan and not by any Lender; (D) as

applicable, all costs and expenses associated with the formation of the REIT, including, without limitation, legal and filing fees and disbursements; (E) as applicable, all costs and expenses associated with the contemplated conversion of the Owners that are limited liability companies, including, without limitation, legal and filing fees and disbursement; and (F) all costs and expenses associated with its Investigations, including, without limitation, legal and filing fees and disbursements.

- (c) In addition, RioCan hereby agrees to pay to Cedar, in its capacity as Manager, at the applicable Closing and as more particularly set forth in the Management Agreement to be executed at such Closing, its Percentage Interest of any Leasing Commission (as defined in such Management Agreement) payable to Cedar with respect to any leases or renewals thereof entered into by and between a Tenant and the applicable Property Owner at any time during the period between the date hereof and the applicable Closing Date (as if such Management Agreement had been effective during such period), provided that such Tenant has paid its first month's rent on or prior to the applicable Closing Date and provided further that this subparagraph (c) shall not apply to any leases or renewals thereof for which Earn-Out Proceeds shall be earned by Cedar pursuant to Section 4, it being understood and agreed that this subparagraph (c) shall apply to any leases or renewals thereof for which Earn-Out Proceeds shall not be earned by Cedar pursuant to Section 4.
- (d) Except as set forth in Section 39 below, each party shall pay the cost of the fees and disbursements of its attorneys in connection with this Agreement.

The provisions of this Section 6 shall survive the Closings.

#### **7. Blue Mountain Development Parcel.**

The parties acknowledge and agree that the Blue Mountain Development Parcel is not intended to be included in the Blue Mountain Closing and no portion of the Consideration for Blue Mountain is attributable to the Blue Mountain Development Parcel. Accordingly, notwithstanding anything to the contrary contained in this Agreement, the parties covenant and agree as follows:

- (a) If Cedar shall be able to legally separate the Blue Mountain Shopping Center Parcel and the Blue Mountain Development Parcel and deed fee title to the Blue Mountain Development Parcel (the "**Blue Mountain Separation**") to its affiliate at or prior to the Blue Mountain Closing, the parties shall cause the Blue Mountain Property Owner and the owner of the Blue Mountain Development Parcel at the Blue Mountain Closing or, at Cedar's election, at any time thereafter, to enter into a development declaration and reciprocal easement agreement in a form reasonably acceptable to the parties that shall provide for, inter alia, (i) such exclusive and nonexclusive easements as shall be reasonably necessary for the siting, designing, constructing, installing, repairing, restoring, maintaining, improving, demolishing, adding to or replacing of, all or any portion of the

improvements now existing or hereinafter located on each property, and (ii) such other mutual rights and obligations as shall be reasonably necessary for the ordinary maintenance and operation of both properties, including, without limitation, customary insurance requirements and mutual indemnities from credit-worthy entities (it being acknowledged that the Partnership is a credit-worthy entity for this purpose) that are reasonably satisfactory to the parties (the "**Blue Mountain REA**").

- (b) If, for any reason, the Blue Mountain Separation shall not have occurred as of the time that Cedar satisfies all other conditions set forth herein for the Blue Mountain Closing, then (i) the same shall not constitute a default by Cedar under this Agreement or a failure of a condition precedent to either party's obligation to proceed with the Blue Mountain Closing under this Agreement, (ii) the parties shall proceed to close the Transaction for Blue Mountain as and when provided in this Agreement, and the Blue Mountain Development Parcel shall be included in such Transaction, (iii) at the Blue Mountain Closing, the parties shall cause the Blue Mountain Property Owner to enter into a ground lease (the "**Blue Mountain Ground Lease**") demising the Blue Mountain Development Parcel to an affiliate of Cedar that is not an Owner in a form reasonably acceptable to the parties that shall provide inter alia (A) a term of ninety-nine (99) years (or, at Cedar's election, any lesser term); (B) an annual fixed rent of One Hundred Dollars (\$100) for the entirety of the term thereof; (C) the lessee to pay all costs, expenses and charges of every kind and nature relating solely to the Blue Mountain Development Parcel, including, without limitation, its to be agreed upon proportionate share of real estate taxes and other impositions attributable thereto; (D) the lessor to pay all amounts payable under any financing of the Blue Mountain Shopping Center Parcel (and the improvements thereon) that may also encumber the Blue Mountain Development Parcel (except as provided in clause (iv) below); (E) the right of the lessee thereunder to cause the Blue Mountain Separation to occur or, alternatively, at the lessee's sole election, to cause the Blue Mountain Development Parcel and the Blue Mountain Shopping Center Parcel (and the improvements thereon) to be submitted to a condominium regime whereby each property shall constitute a separate condominium unit and the documents governing such a condominium regime shall provide, inter alia, for substantially the same terms and conditions as are provided in the Blue Mountain REA, in forms otherwise reasonably acceptable to the parties (the "**Blue Mountain Condo Conversion**"), in each case, pursuant to and in accordance with documentation reasonably acceptable to the parties; (F) an option in favor the lessee thereunder to purchase fee title to the Blue Mountain Development Parcel or the condominium unit comprised of the Blue Mountain Development Parcel, as the case may be, for One Hundred Dollars (\$100) at any time following the occurrence of the Blue Mountain Separation or the Blue Mountain Condo Conversion, as applicable; (G) without restriction as to use or subleasing; and (H) the right of the lessee thereunder to record a memorandum of ground lease, and (iv) the parties shall not permit the Blue Mountain Property Owner to enter into any financing unless the same shall permit the Blue Mountain Separation, the Blue Mountain Condo Conversion and the release of the Blue Mountain

Development Parcel from the lien of such financing, in each case, without the payment of any fee or expense (other than reimbursement of the applicable lender's out-of-pocket expenses). Simultaneously with the execution and delivery of the Blue Mountain Ground Lease or, at Cedar's election, at any time thereafter, the parties thereto shall execute and deliver the Blue Mountain REA.

- (c) Cedar shall pay the following costs and expenses associated with the Blue Mountain Separation, the Blue Mountain REA, the Blue Mountain Ground Lease and/or the Blue Mountain Condo Conversion: (i) any and all state and local recording charges and fees, if any; (ii) the reasonable out-of-pocket expenses of RioCan and any lender under a financing of Blue Mountain in connection with the Blue Mountain Separation, the Blue Mountain Condo Conversion, the Blue Mountain Ground Lease and/or the release of the Blue Mountain Development Parcel from the lien of such financing, including all attorneys' fees, consultants' fees and costs and expenses associated with survey updates, record searches, title examinations and updated mortgagee title insurance policies (including endorsements thereto), if any; and (iii) any and all Transfer Taxes.
- (d) The parties shall, and shall cause the Blue Mountain Property Owner and the owner or lessee of the Blue Mountain Development Parcel (as applicable) to cooperate with all reasonable requests of any party hereto in order to effectuate or otherwise accomplish the purposes of this Section 7, including, without limitation, executing and delivering such further documents and instruments as shall be reasonably required in connection therewith.
- (e) The terms and provisions of this Section 7 shall survive the Closings.

#### **8. Investigations.**

RioCan hereby acknowledges that it has been afforded full access to the Due Diligence Site and the Properties, and that it has performed and completed its due diligence examinations, reviews and inspections of all matters pertaining to the Transactions, the Owners, the Interests, the Columbus Crossing Preferred Interests, the Properties, the Loans, and the Columbus Crossing Preferred Partner Loan, including, without limitation, the Information (its "**Investigations**") prior to the date of this Agreement except for the completion of the Supplemental Testing.

RioCan shall have until 5:00 p.m. (Eastern time) on (i) November 10, 2009, with respect to the Supplemental Testing for Shaw's Plaza and (ii) November 24, 2009, with respect to the Supplemental Testing for Sunset Crossing, in each case, TIME BEING OF THE ESSENCE (the period of time commencing upon the date hereof and continuing through and including such time on such date being herein called the "**Supplemental Due Diligence Period**"), within which to complete the Supplemental Testing, which shall at all times be subject to RioCan's compliance with the provisions of this Section 8 and Section 9 hereof. Any entry upon the applicable Properties shall be made or performed during Cedar's normal business hours and at the sole risk and expense of RioCan, and shall not materially interfere with the activities on or about the applicable Properties, their respective Tenants and their employees and invitees. During the Supplemental Due Diligence Period, Cedar shall provide RioCan with reasonable access to the



applicable Properties upon reasonable advance notice for the sole purpose of performing the Supplemental Testing. In connection with the foregoing, RioCan shall:

- (a) promptly repair any damage to the applicable Properties resulting from any such Supplemental Testing and replace, refill and regrade any holes made in, or excavations of, any portion of the applicable Properties used for the Supplemental Testing so that each of the applicable Properties shall be substantially in the same condition that they existed in prior to the Supplemental Testing;
- (b) fully comply with all laws applicable to the Supplemental Testing;
- (c) permit Cedar to have a representative present during the Supplemental Testing;
- (d) take all actions and implement all protections reasonably necessary to ensure that the Supplemental Testing and the equipment, materials, and substances generated, used or brought onto the applicable Properties in connection with the Supplemental Testing, pose no threat to the safety or health of persons or the environment, and cause no damage to the applicable Properties or other property of Cedar or other persons;
- (e) furnish to Cedar, at no cost or expense to Cedar, copies of all studies and reports relating to the Supplemental Testing, which RioCan shall obtain promptly after RioCan's receipt of same;
- (f) maintain or cause to be maintained, at RioCan's expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement and with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$5,000,000, insuring RioCan, Cedar, CSCI and Cedar-Raynham, LLC, as additional insureds, against any injuries or damages to persons or property that may result from or are related to Supplemental Testing, and/or any and all other activities undertaken by RioCan and/or the RioCan Representatives, all of which insurance shall be on an "occurrence form" and otherwise in such forms acceptable to Cedar and with an insurance company acceptable to Cedar, and deliver a copy of such insurance policy to Cedar prior to the first entry on the applicable Properties; and
- (g) not permit the Supplemental Testing or any other activities undertaken by RioCan or the RioCan Representatives to result in any liens, judgments or other encumbrances being filed or recorded against any of the applicable Properties, and RioCan shall, at its sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished).

If, on or before the expiration of the Supplemental Due Diligence Period, the Supplemental Testing for either of the applicable Properties shall evidence a physical or environmental condition not previously known to RioCan that, in its reasonable opinion, can reasonably be expected to have a material adverse impact on the value or operation of the Property that is the subject of such Supplemental Testing and RioCan shall determine that it no longer intends to acquire such Property as a result thereof, then RioCan shall promptly notify Cedar of such determination in writing on or before 5:00 p.m. (Eastern time) on the date that the Supplemental Due Diligence Period shall expire (each such notice being herein called the “**Supplemental Due Diligence Termination Notice**”), which notice shall contain a reasonably detailed description of such condition and reasonable evidence supporting RioCan’s determination of material adverse impact as aforesaid, whereupon the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Transaction, except for any obligation expressly provided to survive a termination of this Agreement. In the event that RioCan shall fail to deliver the applicable Supplemental Due Diligence Termination Notice to Cedar on or before 5:00 p.m. (Eastern time) on the date that the Supplemental Due Diligence Period shall expire, TIME BEING OF THE ESSENCE, RioCan shall be deemed to have agreed that the foregoing matters are acceptable to RioCan and that it intends to proceed with the acquisition of the applicable Properties without a reduction in, or an abatement of or credit against, the applicable Allocated Consideration (and, thereafter, RioCan shall have no further right to terminate this Agreement pursuant to this Section 8).

**9. Indemnification.**

RioCan shall indemnify, defend and hold harmless the Cedar Related Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of enforcement of the indemnification obligation hereunder), suffered or incurred by Cedar or any Cedar Related Party, and arising out of or in connection with (i) the entry by RioCan and/or the RioCan Representatives upon any of the Properties (whether conducted prior to or after the date hereof), (ii) any of its Investigations or other activities conducted thereon by RioCan or the RioCan Representatives, (iii) any liens or encumbrances filed or recorded against any Property as a consequence of its Investigations and/or (iv) any and all other activities undertaken by RioCan or the RioCan Representatives with respect to the Properties. The foregoing obligation to indemnify, defend and hold harmless shall not include any claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including, without limitation, attorneys’ fees and disbursements) that result solely from the mere discovery, by RioCan or the RioCan Representatives, of existing conditions on any Property during its Investigations.

The provisions of this Section 9 shall survive the Closings and/or any termination of this Agreement.

**10. Confidentiality.**

The Confidentiality Agreement remains in full force and effect and is incorporated herein by reference as if fully set forth herein, provided that (a) RioCan shall be deemed to have all the rights and obligations of RioCan REIT set forth therein, (b) Cedar shall be deemed to have all the

rights and obligations of CSCI set forth therein, (c) a default by or breach by RioCan REIT, RioCan, any other RioCan Related Party and/or any RioCan Representative under the Confidentiality Agreement (including, but not limited to, as incorporated herein by reference) shall constitute a default by RioCan under this Agreement and (d) a default by or breach by CSCI or any Cedar Related Party under the Confidentiality Agreement (including, but not limited to, as incorporated herein by reference) shall constitute a default by Cedar under this Agreement.

**11. Undertaking.**

Cedar shall use commercially reasonable efforts to locate and deliver to RioCan the materials listed on Exhibit H attached hereto and made a part hereof.

**12. Lender Approval.**

- (a) With respect to each of the Transactions (other than the Transactions involving Blue Mountain and Sunset Crossing), Cedar shall use commercially reasonable efforts commencing promptly after the date hereof to obtain from the Lenders their respective written approval or agreement, in a form reasonably acceptable to RioCan of (i) the Reorganizations, if applicable, and the Transactions, (ii) the applicable Management Agreement, (iii) a one time transfer on or after the applicable Closing of either (A) forty-nine percent (49%) or a lesser amount of the direct or indirect interests in RioCan to a single Institutional Investor or (B) RioCan's entire partnership interest in the Partnership to a U.S. entity wholly owned and Controlled by RioCan REIT and a single Institutional Investor and at least fifty-one percent (51%) owned, directly or indirectly, by RioCan REIT and not more than forty-nine percent (49%) owned, directly or indirectly, by such Institutional Investor, and (iv) a transfer pursuant to the buy/sell provisions of the Partnership Agreement (collectively, with any other related approvals required pursuant to the applicable Loan Documents the "**Loan Approvals**"). Notwithstanding the foregoing, the refusal of a Lender to pre-approve or otherwise permit any of the following without the consent of such Lender shall not be grounds for RioCan to claim that a Loan Approval is not reasonably acceptable to RioCan (or that a condition precedent to RioCan's obligation to close the applicable Transaction has not been satisfied): (w) any transfer of a partnership interest in the Partnership from Cedar to RioCan (or any affiliate of either of the foregoing) after Closing, (x) any transfer of up to forty-nine percent (49%) of the stock in RioCan to a third party Institutional Investor on or after Closing, (y) any transfer of RioCan's entire partnership interest in the Partnership to a U.S. entity wholly owned and Controlled by RioCan REIT and a single Institutional Investor on or after Closing and/or (z) any transfer pursuant to the buy/sell and/or right of first refusal provisions of the Partnership Agreement. In addition, if any Lender shall condition its Loan Approval upon modifying the applicable organizational documents of the Owners, any other agreements to be delivered in connection herewith and/or the terms of the contemplated Reorganizations in order for the same to comply with the single purpose entity and/or bankruptcy remoteness requirements of the applicable Loan Documents

and/or other reasonable requirements of such Lender, in each case, which modifications do not materially increase the liabilities (including, without limitation, potential tax liabilities) or materially limit the rights or economic benefits of Cedar or RioCan under this Agreement or any other agreements to be delivered in connection herewith, the same shall constitute neither a default by Cedar under this Agreement nor the failure of a condition precedent to the obligation of any party to close hereunder, and the parties shall use commercially reasonable efforts to satisfy any such requirements to the satisfaction of such Lender. Cedar shall request that the documents evidencing a Loan Approval contain a statement from the Lender identifying, in writing, the outstanding principal balance and interest rate of the applicable Loan and whether, to Lender's knowledge, any default exists under the applicable Loan Documents (the "**Loan Estoppel Statement**"). Cedar and RioCan agree to use commercially reasonable efforts to cooperate with each other in connection with the foregoing (including, without limitation, promptly furnishing to the Lenders all information and documents (financial and otherwise) which may be required under the Loan Documents or otherwise reasonably requested by the Lenders). For avoidance of doubt, failure by Cedar to obtain (x) any Loan Approval in the manner provided herein shall not constitute a default by Cedar under this Agreement, but shall constitute the mere failure of a condition precedent as more particularly set forth in Section 18 below and/or (y) any Loan Estoppel Statement in the manner provided herein shall constitute neither a default by Cedar under this Agreement nor the failure of a condition precedent to the obligation of any party to close hereunder.

- (b) If, with respect to one (1) or more of the applicable Properties (each, a "**Subject Property**"), necessary Loan Approvals shall not have been obtained by Cedar and RioCan prior to 5:00 P.M. (Eastern time) on July 26, 2010 (the "**Loan Approval Deadline**"), then Cedar shall have the right, in its sole and absolute discretion, exercisable by delivery of written notice to RioCan to either (x) extend the Loan Approval Deadline with respect to the Subject Property(ies) by a period not to exceed, in the aggregate, thirty (30) days (the "**Extension Period**") and, if necessary, extend the Closing of the related Transaction(s) (the "**Subject Transaction(s)**") in connection therewith, or (y) remove the Interests associated with the Subject Property(ies) (the "**Subject Interests**") from the Interests being conveyed pursuant to this Agreement, in which case this Agreement shall terminate as to the Subject Transaction, the Deposit shall be refunded to RioCan (if no other Closing with respect to a Property that is not a Subject Property remains outstanding) and the Consideration shall be reduced by the amount of the applicable Allotted Consideration, whereupon the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Subject Interests, the Subject Property and the Subject Transaction (except for any obligation expressly provided to survive a termination of this Agreement). If Cedar shall make an election under clause (x) of this Section 12(b), then the following shall apply:

- (i) The parties shall proceed with the Closing of any other Transaction that is not a Subject Transaction in accordance with the terms of this Agreement.
- (ii) If Cedar does not obtain any or all outstanding Loan Approval(s) by the expiration of the Extension Period, then this Agreement shall automatically terminate with respect to the Subject Transaction only, in which case the Consideration shall be reduced by the amount of the applicable Allotted Consideration, the Deposit shall be refunded to RioCan (if no other Closing with respect to a Property that is not a Subject Property remains outstanding), and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the Subject Interests, the Subject Property and the Subject Transaction, except for any obligation expressly provided to survive a termination of this Agreement.

**13. Representations and Warranties of Cedar.**

- (a) Cedar hereby makes the following representations and warranties to RioCan:
  - (i) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by Cedar will be duly authorized, executed and delivered by and binding upon Cedar as of each Closing Date. As of each Closing Date, this Agreement will constitute the legal, valid and binding obligations of Cedar and shall be enforceable against Cedar in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditor's rights generally and (ii) general principles of equity. Cedar is a limited partnership, duly organized and validly existing and in good standing under the laws of the State of Delaware and, as of the Closing Date, will be duly authorized and qualified to do all things required of it under this Agreement and all agreements, instruments and documents herein provided to be executed by Cedar. Each of the Owners is, on the date of this Agreement, a limited liability company or limited partnership, duly formed and validly existing and in good standing under the laws of the State or Commonwealth of its formation and, with respect to each Property Owner, is in good standing under the laws of the State or Commonwealth in which its Property is located. On the applicable Closing Date, each of the Owners (other than Columbus Crossing Property Owner) will be a limited partnership or a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Delaware and, with respect to each Property Owner, in good standing in the State or Commonwealth in which its Property is located. On the applicable Closing Date, Columbus Crossing Property Owner will be a limited partnership, duly formed and validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

- (ii) No Options: Except as set forth in the Leases, as of the date of this Agreement, neither Cedar nor the Property Owners have entered into any agreement, option, understanding or commitment, or granted any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Person (other than RioCan), for the purchase or ground lease from Cedar and/or any Property Owner of any of the Properties or any rights or interest therein, which remains outstanding. For avoidance of doubt, the foregoing representation shall in no event be interpreted to cover any agreement, option, understanding, commitment right or privilege with respect to all or any portion of the direct or indirect interests in Cedar or CSCI.
- (iii) Pre-RioCan Owner Agreements; Assets. Annexed hereto as Exhibit C and made a part hereof is a true and complete list (in all material respects) of the Pre-RioCan Owner Agreements of each Owner as modified and/or amended through the date of this Agreement, true and correct copies (in all material respects) of which have been delivered or made available to RioCan. As of the date of this Agreement, the Pre-RioCan Owner Agreements of each Owner, as listed in Exhibit C, are in full force and effect and have not been modified, supplemented or amended. Since its inception, no Owner has owned, as applicable, assets other than the applicable Property or Owner or engaged in any business other than the ownership and operation of the applicable Property or other Owner, and the applicable Owners have no liabilities (contingent or otherwise) other than liabilities incurred in connection with the ownership and operation of the applicable Property or other Owner.
- (iv) Interests. Immediately prior to each Closing, Cedar (or its wholly-owned direct or indirect subsidiary) shall own, legally and beneficially, all of the Interests included in such Closing free of all security interests, liens, encumbrances and pledges. There are no options, subscriptions, warrants, calls, preemptive rights, rights of first refusal or other rights, commitments or arrangements, written or oral, outstanding with respect to the Interests or any unissued equity interests in the Owners or any security convertible into or exchangeable or exercisable for any equity interests in the Owners, in each case, other than with respect to the Columbus Crossing Preferred Interests and the terms and conditions of the Loan Documents, the Blue Mountain Line of Credit and the Sunset Crossing Line of Credit. Except for the Interests and the Columbus Crossing Preferred Interests, there are no other equity interests in any Owner held by any Person. Upon delivery to the REIT Property Subsidiary in accordance with Schedule 2 attached hereto, good and valid title to the Interests will pass to the REIT Property Subsidiary, free and clear of any and all security interests, liens, encumbrances and pledges.
- (v) Conflicts. Except for the Loan Approvals and other matters disclosed to RioCan, neither the entry into nor the performance of this Agreement by

Cedar will (i) violate, conflict with or result in a breach of, or constitute a default under, or an event which, with or without notice or lapse of time or both, would be a breach of or default under, or give others any rights of termination, amendment, acceleration or cancellation of, any corporate charter, certificate of incorporation, by-law, partnership agreement, operating agreement, indenture, mortgage, contract, permit, judgment, decree or order to which Cedar or any Owner is a party or by which Cedar or any Owner, or any of the Properties, is bound, or (ii) require the consent of any third party other than as has already been obtained or is otherwise specifically set forth herein. Except as disclosed in any SEC filing, neither Cedar nor any Owner is in violation of any term of or in default under its corporate charter, certificate of incorporation, by-laws, partnership agreement, operating agreement or other organizational document.

- (vi) Taxes. All tax returns that have been required to be filed with respect to the business, operations and assets of each Owner have been filed. All taxes, charges, fees, levies or other assessments, including, without limitation, income, real and personal property taxes, imposed by any Governmental Authority having jurisdiction that are due and payable as of the applicable Closing Date with respect to the business, operations and assets of the applicable Owner, have been paid or shall be paid as of the applicable Closing Date. As of the date of this Agreement, there are no pending audits with respect to taxes payable by the Owners. Immediately following the applicable Reorganization and as of the applicable Closing Date, each applicable Owner (other than the Columbus Crossing Property Owner) shall be classified as a disregarded entity for federal income tax purposes.
- (vii) Leases. Cedar has no knowledge of any leases to which any Property Owner is a party affecting any portion of the applicable Property that will be in force on the applicable Closing Date other than the Leases. As of the date of this Agreement, to the knowledge of Cedar, (x) the Leases are in full force and effect and have not been amended except as set forth in the Lease Exhibit, and (y) the Lease Exhibit is true and correct in all material respects. True and complete (in all material respects) copies of the Leases have been provided to RioCan on the Due Diligence Site. As of the date of this Agreement, except as noted on Schedule 10, Cedar has no knowledge of any material default by any party to any Lease that remains uncured (including, without limitation, violations of (A) representations that would give rise to a termination right under the applicable Lease and (B) radius restrictions). To the knowledge of Cedar, the rent rolls provided in the Due Diligence Site are true and correct in all material respects as of the date of such rent rolls. To Cedar's knowledge as of the date of this Agreement, no Major Tenant has requested in writing Cedar's consent to the assignment or surrender of such Major Tenant's lease, which consent request remains outstanding. With respect to each Blue Mountain Lease executed by a Tenant prior to the date of this Agreement,

to the knowledge of Cedar, no such Tenant has an outstanding right (if any) to terminate its Lease or receive a rent reduction by reason of the landlord's failure to complete the initial construction of Blue Mountain as and when required thereunder.

- (viii) Ground Leases: There are no ground leases pursuant to which a Property Owner, as lessee, leases all or any portion of any Property from a third party, as lessor, other than the Ground Leases. As of the date of this Agreement, to the knowledge of Cedar, the Ground Leases are in full force and effect and have not been amended. True and complete (in all material respects) copies of the Ground Leases have been provided to RioCan on the Due Diligence Site. As of the date of this Agreement, Cedar has no knowledge of any material default by any party to any Ground Lease that remains uncured.
- (ix) Environmental Claims: Except as disclosed in the environmental reports provided to RioCan on the Due Diligence Site, to the knowledge of Cedar, as of the date of this Agreement, neither Cedar nor any Property Owner has received written notice of any material Environmental Claim attributable to the period of Cedar's or such Property Owner's ownership of the applicable Property that remains uncured or unsatisfied in any material respect.
- (x) Zoning: To the knowledge of Cedar, as of the date of this Agreement, no written notice has been received by Cedar or any Property Owner of any pending or threatened change to, any zoning by-law materially affecting all or any portion of any Property, or any local improvements made by any authority and chargeable (and not paid) to all or any portion of any Property, in any event, that would have a material adverse effect on the value, use or operation of such Property.
- (xi) Leasing Agents and Commissions: To the knowledge of Cedar as of the date of this Agreement, there are no outstanding agreements with leasing agents in respect of leasing space in the Property nor are there any outstanding commissions payable to any brokers with respect to any Leases, except (x) to Cedar or its affiliate at the applicable Closing pursuant to Section 6(c) hereof, (y) such outstanding commissions that will remain the sole obligation of Cedar pursuant to Section 19(b) hereof and (z) such outstanding commissions that shall be the responsibility of the Partnership pursuant to Section 19 hereof.
- (xii) Intellectual Property: To the knowledge of Cedar as of the date of this Agreement, neither Cedar nor any Property Owner has granted any licenses, rights or interests in the Intellectual Property, none of the Intellectual Property is subject to any licenses, rights or interests, and no payments are made by or to Cedar in respect of the use of the Intellectual Property.



- (xiii) Service Contracts. Cedar has no knowledge of any service or equipment leasing contracts to which any Property Owner is a party affecting any portion of the applicable Property which will be in force on the applicable Closing Date other than the Service Contracts. As of the date of this Agreement, to the knowledge of Cedar, (x) all of the material Service Contracts are in full force and effect and (y) true and complete (in all material respects) copies of the Service Contracts listed on Schedule 4 have been delivered to RioCan on the Due Diligence Site. As of the date of this Agreement, Cedar has no knowledge of any material default by any party to any Service Contract that remains uncured.
- (xiv) Employees. As of the date of this Agreement and the applicable Closing Date, the Owners have no, and shall not have any, employees or former employees.
- (xv) Litigation. As of the date of this Agreement, except as set forth in Schedule 7 attached hereto, there is no material pending (for which any Owner has been served) or, to Cedar's knowledge, material threatened litigation, claim or proceeding against any Property or against any Owner other than claims made in the ordinary course of the business of owning and operating the Properties and the Property Owners, as applicable, which are covered by insurance maintained by Cedar and/or the applicable Owner. To Cedar's knowledge as of the date of this Agreement, there is not outstanding against Cedar, any Owner or any Property any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator which materially and adversely affects the Properties.
- (xvi) No Insolvency. Neither Cedar nor any Owner is or shall be on the applicable Closing Date, a debtor in any state or federal insolvency, bankruptcy or receivership proceeding.
- (xvii) Non-Foreign Person. Neither Cedar nor any Owner is or shall be as of the applicable Closing Date, a "foreign person" as defined in Section 1445 of the Internal Revenue Code, as amended.
- (xviii) Columbus Crossing Loan. The Property commonly known as Columbus Crossing, located in Philadelphia, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$17,000,000 made by Susquehanna Bank, a Pennsylvania banking corporation (the "**Columbus Crossing Loan**") to the applicable Property Owner. As of the date of this Agreement, (x) to Cedar's knowledge, the documents and instruments identified on Schedule 8 attached hereto constitute all of the material documents and instruments delivered in connection with the Columbus Crossing Loan (the "**Columbus Crossing Loan Documents**"), true and complete (in all material respects) copies of which have been provided to RioCan on the Due Diligence Site; (y) to Cedar's knowledge,

the Columbus Crossing Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) to Cedar's knowledge, the applicable Property Owner is not in material default of, and has not received written notice from the applicable Lender of any uncured default under, any of such Property Owner's material obligations under the Columbus Crossing Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the outstanding principal amount of the Columbus Crossing Loan set forth on the applicable Settlement Statement shall be the true and correct outstanding principal amount of the Columbus Crossing Loan as of the applicable Closing Date.

- (xix) Franklin Village Loan. The Property commonly known as Franklin Village, located in Franklin, Massachusetts is currently encumbered by a mortgage loan in the original principal amount of \$43,500,000 made by Eurohypo AG, New York Branch, a New York branch of a German banking corporation (as subsequently assigned, the "**Franklin Village Loan**") to the applicable Property Owner. As of the date of this Agreement, (x) to Cedar's knowledge, the documents and instruments identified on Schedule 8 attached hereto constitute all of the material documents and instruments delivered in connection with the Franklin Village Loan (the "**Franklin Village Loan Documents**"), true and complete (in all material respects) copies of which have been provided to RioCan on the Due Diligence Site; (y) to Cedar's knowledge, the Franklin Village Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) to Cedar's knowledge, the applicable Property Owner is not in material default of, and has not received written notice from the applicable Lender of any uncured default under, any of such Property Owner's material obligations under the Franklin Village Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the outstanding principal amount of the Franklin Village Loan set forth on the applicable Settlement Statement shall be the true and correct outstanding principal amount of the Franklin Village Loan as of the applicable Closing Date.
- (xx) Loyal Plaza Loan. The Property commonly known as Loyal Plaza, located in Williamsport, Pennsylvania is currently encumbered by a mortgage loan in the original principal amount of \$14,000,000 made by Lehman Brothers Bank, FSB and subsequently assigned to LaSalle Bank National Association, as Trustee for the Registered Holders of LB-UBS Commercial Mortgage Trust 2001-C3, Commercial Mortgage Pass-Through Certificates, Series 2001-C3 (the "**Loyal Plaza Loan**") to the applicable Property Owner. As of the date of this Agreement, (x) to Cedar's knowledge, the documents and instruments identified on Schedule 8 attached hereto constitute all of the material documents and instruments delivered in connection with the Loyal Plaza Loan (the "**Loyal Plaza Loan Documents**"), true and complete (in all material respects) copies of

which have been provided to RioCan on the Due Diligence Site; (y) to Cedar's knowledge, the Loyal Plaza Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) to Cedar's knowledge, the applicable Property Owner is not in material default of, and has not received written notice from the applicable Lender of any uncured default under, any of such Property Owner's material obligations under the Loyal Plaza Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the outstanding principal amount of the Loyal Plaza Loan set forth on the applicable Settlement Statement shall be the true and correct outstanding principal amount of the Loyal Plaza Loan as of the applicable Closing Date.

- (xxi) Bridgeport Loan. The Property commonly known as Shop N Shop Plaza, located in Bridgeport, Connecticut is currently encumbered by a mortgage loan in the original principal amount of \$7,000,000 made by Morgan Stanley Mortgage Capital Inc., a New York corporation, as subsequently assigned to LaSalle Bank National Association, as Trustee and Custodian for Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-Top 26 (the "**Bridgeport Loan**") to the applicable Property Owner. As of the date of this Agreement, (x) to Cedar's knowledge, the documents and instruments identified on Schedule 8 attached hereto constitute all of the material documents and instruments delivered in connection with the Bridgeport Loan (the "**Bridgeport Loan Documents**"), true and complete (in all material respects) copies of which have been provided to RioCan on the Due Diligence Site; (y) to Cedar's knowledge, the Bridgeport Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) to Cedar's knowledge, the applicable Property Owner is not in material default of, and has not received written notice from the applicable Lender of any uncured default under, any of such Property Owner's material obligations under the Bridgeport Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the outstanding principal amount of the Bridgeport Loan set forth on the applicable Settlement Statement shall be the true and correct outstanding principal amount of the Bridgeport Loan as of the applicable Closing Date.
- (xxii) Shaw's Plaza Loan. The Property commonly known as Shaw's Plaza, located in Raynham, Massachusetts is currently encumbered by a mortgage loan in the original principal amount of \$14,200,000 made by Bear Stearns Commercial Mortgage, Inc., a New York corporation, as subsequently assigned to LaSalle Bank National Association, as Trustee for Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-Top 14 (the "**Shaw's Plaza Loan**") to the applicable Property Owner. As of the date of this Agreement, (x) to Cedar's knowledge, the documents and instruments

identified on Schedule 8 attached hereto constitute all of the material documents and instruments delivered in connection with the Shaw's Plaza Loan (the **Shaw's Plaza Loan Documents**), true and complete (in all material respects) copies of which have been provided to RioCan on the Due Diligence Site; (y) to Cedar's knowledge, the Shaw's Plaza Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) to Cedar's knowledge, the applicable Property Owner is not in material default of, and has not received written notice from the applicable Lender of any uncured default under, any of such Property Owner's material obligations under the Shaw's Plaza Loan Documents. To the knowledge of Cedar, as of the applicable Closing Date, the outstanding principal amount of the Shaw's Plaza Loan set forth on the applicable Settlement Statement shall be the true and correct outstanding principal amount of the Shaw's Plaza Loan as of the applicable Closing Date.

- (xxiii) Columbus Crossing Preferred Partner Loan. The original principal amount of the Columbus Crossing Preferred Partner Loan is \$6,367,000, which has not been repaid. As of the date of this Agreement (x) to the knowledge of Cedar, the documents and instruments identified on Schedule 8 attached hereto constitute all of the material documents and instruments entered into in connection with the Columbus Crossing Preferred Partner Loan (the "**Columbus Crossing Preferred Partner Loan Documents**"), true and complete (in all material respects) copies of which have been provided to RioCan on the Due Diligence Site; (y) to the knowledge of Cedar, the Columbus Crossing Preferred Partner Loan Documents are in full force and effect and have not been amended except as set forth on Schedule 8 attached hereto, and (z) the Existing Columbus Crossing Preferred Partner Lender is the holder of the Columbus Crossing Preferred Partner Loan Documents. To Cedar's knowledge, as of the date of this Agreement, neither the Existing Columbus Crossing Preferred Partner Lender nor the borrower is in material default under the Columbus Crossing Preferred Partner Loan Documents.
- (xxiv) Loan Documents. No Owner has entered into any loan documents secured in whole or in part by the applicable Property or Property Owner that will be binding on such Owner after the applicable Closing Date other than the Loan Documents.
- (xxv) Notices of Condemnation, Violations. To the knowledge of Cedar, neither Cedar nor any Property Owner has received written notice from any Governmental Authority having jurisdiction of (a) any condemnation of all or any part of the Properties as of the date of this Agreement or (b) any violations by any Property Owner of any zoning ordinance, fire codes, law or other legal requirement relating to the ownership of the Properties, which have not been corrected in all material respects, which are not the

responsibility of Tenants and which have a material adverse effect on the value, use or operation of such Property.

- (xxvi) Reports: Cedar has provided to RioCan complete copies of all environmental and physical reports it has commissioned or in its possession or control in respect of the Properties.
- (xxvii) Exempt Assets: The Properties constitute exempt assets for purposes of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and Rules 802.2(h) and 802.5 thereunder.
- (xxviii) Material Title Contracts. As of the date of this Agreement, to Cedar's knowledge, (x) the Material Title Contracts are in full force and effect and (y) Cedar is not in default in any material respect with respect to any material obligation under any Material Title Contract.
- (xxix) Surveys. As of the date of this Agreement, to Cedar's knowledge, there has been no material change with respect to any material physical improvements disclosed on the Existing Surveys furnished to RioCan prior to the date of this Agreement (other than with respect to Blue Mountain), except for such matters that would not materially and adversely affect the ordinary operation of the Properties as currently operated or the value or marketability of the Properties.
- (xxx) Financial Statements. Prior to the date hereof, Cedar has delivered to RioCan: (i) the balance sheets of each applicable Property Owner as of December 31, 2007 and 2008 (collectively, the "**Balance Sheets**"); (ii) statements of operations, cash flows and owners' equity for the year ended December 31, 2008; and (iii) a balance sheet of each Property Owner as of June 30, 2009 (the foregoing financial statements, including any notes thereto and any related compilations, reviews and other reports issued by the Property Owners' accountants with respect thereto, the "**Financial Statements**"). The Financial Statements have been prepared from the books and records of each respective Property Owner in accordance with GAAP during the periods covered thereby (except as otherwise disclosed therein). To the knowledge of Cedar, the books and records of each Property Owner, all of which have been made available to RioCan before the date hereof, are true and complete in all material respects, have been maintained in accordance with sound business practices and accurately present and reflect in all material respects all of the transactions and actions therein described. To the knowledge of Cedar, no Property Owner has any material liabilities or obligations of a nature required by GAAP to be reflected on a balance sheet of such Property Owner, except (i) as disclosed, reflected or reserved against in the Balance Sheets and (ii) for liabilities and obligations incurred in the ordinary course of business since the date of the applicable Balance Sheet.

(xxx) Withholding Information. Cedar has not knowingly withheld any factual information or documentation regarding the Properties or the Interests which would make any of the representations and warranties contained herein untrue in any material respect

- (b) Knowledge of Cedar; References to "Owner". References to the "knowledge" of Cedar or words of similar import shall refer only to (i) the knowledge of Cedar of information actually and specifically set forth in written materials physically located in the files and property records maintained by Cedar at its offices and (ii) the current actual (as opposed to implied or constructive) knowledge of Leo S. Ullman and Brenda Walker and shall not be construed, by imputation or otherwise, to refer to the knowledge of Cedar or any parent, subsidiary or affiliate of Cedar or to any other officer, agent, manager, representative or employee of Cedar or to impose upon Leo S. Ullman or Brenda Walker any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains other than the duty of either Leo S. Ullman or Brenda Walker to cause inquiry, verbal or in writing, of the regional asset managers for the applicable Properties, with respect to Property specific representations contained in Section 13(a). Notwithstanding anything to the contrary contained in this Agreement, neither Leo S. Ullman nor Brenda Walker shall have any personal liability hereunder. Notwithstanding anything to the contrary contained in this Agreement, references to "Owner" or "Owners" in the representations and warranties made in this Section 13(a) as of the date of this Agreement shall refer to the Owner or Owners as and to the extent the same has or have been formed as of the date of this Agreement.
- (c) Knowledge of RioCan. Notwithstanding anything to the contrary contained in this Agreement, with respect to each Transaction, (i) if any of the representations or warranties of Cedar contained in this Agreement or in any document or instrument delivered in connection herewith are materially false or inaccurate, or Cedar is in material breach or default of any of its obligations under this Agreement that survive a Closing, and RioCan nonetheless closes such Transaction hereunder, then none of the Cedar Partners shall have any liability or obligation respecting such false or inaccurate representations or warranties or other breach or default (and any cause of action resulting therefrom shall terminate upon such Closing) in the event that either (x) on or prior to the applicable Closing, RioCan shall have had actual knowledge of the false or inaccurate representations or warranties or other breach or default, or (y) the accurate state of facts pertinent to such false or inaccurate representations or warranties or other breach or default was contained in any of the Information and (ii) to the extent the copies of the Leases, the Service Contracts, any estoppel certificates or any other such Information furnished to or otherwise obtained by RioCan prior to the applicable Closing contain provisions or information that are inconsistent with the foregoing representations and warranties, none of the Cedar Partners shall have any liability or obligation respecting such inconsistent representations or warranties (and RioCan shall have no cause of action with respect thereto), and such representations and warranties shall be deemed

modified to the extent necessary to eliminate such inconsistency and to conform such representations and warranties to such Leases, Service Contracts and other Information.

- (d) DISCLAIMER OF REPRESENTATIONS EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE TRANSFER OF THE INTERESTS AND THE PROPERTIES HEREUNDER IS AND WILL BE MADE ON AN "AS IS", "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE INTERESTS, PROPERTIES, THE PHYSICAL CONDITION OF THE PROPERTIES (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE PROPERTIES (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTIES OR THE OWNERS WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTIES), THE FINANCIAL CONDITION OF THE PROPERTIES, THE OWNERS OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTIES, THE OWNERS, THE INTERESTS OR ANY PART THEREOF. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 25 OF THIS AGREEMENT, RIOCAN ACKNOWLEDGES THAT PRIOR TO THE DATE OF THIS AGREEMENT RIOCAN HAS EXAMINED, REVIEWED AND INSPECTED ALL MATTERS WHICH IN THE JUDGMENT OF RIOCAN BEAR UPON THE PROPERTIES, THE INTERESTS AND THEIR VALUE AND SUITABILITY EXCEPT FOR THE COMPLETION OF THE SUPPLEMENTAL TESTING (WHICH RIOCAN ACKNOWLEDGES SHALL BE COMPLETED BY THE EXPIRATION OF THE SUPPLEMENTAL DUE DILIGENCE PERIOD). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS AGREEMENT: (A) RIOCAN WILL ACQUIRE THE INTERESTS (INCLUDING AN INDIRECT INTEREST IN THE PROPERTIES) SOLELY ON THE BASIS OF ITS OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS AND (B) WITHOUT LIMITING THE FOREGOING, RIOCAN WAIVES ANY RIGHT IT OTHERWISE MAY HAVE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK DAMAGES FROM CEDAR IN CONNECTION WITH THE CONDITION OF THE PROPERTIES AND THE INTERESTS, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT. THE PROVISIONS OF THIS SECTION 13(d) SHALL SURVIVE THE CLOSINGS.

- (e) Survival of Representations and Warranties of Cedar. Notwithstanding anything to the contrary contained in this Agreement, all representations and warranties of Cedar contained in this Section 13 with respect to each Transaction and the related Property, Owner(s), and Interests shall survive the Closing of such Transaction for a period of one (1) year (except that the representations and warranties of Cedar contained in Section 13(a)(i), (iii), (iv) and (v) shall survive the Closing of the applicable Transaction for a period of two (2) years and the representations and warranties of Cedar contained in Section 13(a)(vi) shall survive the Closing until the expiration of the applicable statute of limitations). This Section 13(e) shall survive the Closings.

#### 14. Representations and Warranties of RioCan.

- (a) RioCan does hereby make the following representations and warranties to Cedar:
- (i) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by RioCan have been or by Closing will be, duly authorized, executed and delivered by and are binding upon RioCan. As of the Closing Date, this Agreement will constitute the legal, valid and binding obligations of RioCan and shall be enforceable against RioCan in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditor's rights generally and (ii) general principles of equity. RioCan is a corporation validly existing and in good standing under the laws of the Delaware, and is duly authorized and qualified to do all things required of it under this Agreement and all agreements, instruments and documents herein provided to be executed by RioCan.
  - (ii) Litigation. To the knowledge of RioCan, there is no material pending or threatened litigation, claim or proceeding against RioCan.
  - (iii) No Insolvency. RioCan is not and as of the applicable Closing Date, RioCan will not be, a debtor in any state, federal or foreign insolvency, bankruptcy, receivership proceeding.
  - (iv) OFAC. Neither RioCan nor any member, partner or shareholder of RioCan, nor to the knowledge of RioCan, any Person with actual authority to direct the actions of RioCan nor, to the knowledge of RioCan any other Persons holding any legal or beneficial interest whatsoever in RioCan (A) are named on any list of Persons and governments issued by OFAC pursuant to Executive Order 13224, as in effect on the date hereof, or any similar list known to RioCan or publicly issued by OFAC or any other department or agency of the United States of America (collectively, the "**OFAC Lists**"), (B) are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the Persons referred to or described in the OFAC Lists, or (C)



has knowingly conducted business with or knowingly engaged in any transaction with any Person named on any of the OFAC Lists or any Person included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or, to the knowledge of RioCan, otherwise associated with any of the Persons referred to or described in the OFAC Lists.

- (v) Conflicts. Neither the entry into nor the performance of this Agreement by RioCan will (i) violate or result in a breach under, or constitute a default under, any corporate charter, certificate of incorporation, by-law, partnership agreement, indenture, contract, permit, judgment, decree or order to which RioCan is a party or by which RioCan is bound, or (ii) except with respect to the Loan Approvals, require the consent of any third party other than as has already been obtained or is otherwise specifically set forth herein.
- (b) Notwithstanding anything to the contrary contained in this Agreement, all representations and warranties of RioCan contained in this Section 14 shall survive the Closings for a period of one (1) year (except that the representations and warranties of RioCan contained in Section 14(a)(i) and (v) shall survive the Closings for a period of two (2) years and the representations and warranties of Cedar contained in Section 14(a)(iv) shall survive the Closing until the expiration of the applicable statute of limitations, or if there is no applicable statute of limitations, then forever). This Section 14(b) shall survive the Closings.

**15. Investment Representations, Etc.**

- (a) Cedar, for itself and for each Cedar Partner, and RioCan, each represents and warrants to the other and each Owner, that (i) it is an “accredited investor” as that term is defined in the Securities Act and was not formed solely for the purpose of purchasing partnership interests in the Partnership (the “**Partnership Interests**”); (ii) as applicable, the Partnership Interests have been or are being acquired by it, directly or indirectly, pursuant to the Partnership Agreement as an investment for its own account with no intention of distributing or reselling such Partnership Interests in any transaction that would be in violation of the securities laws of the United States or of any state, subject however, to the rights of such purchasers at all times to sell or otherwise dispose of all or any part of the Partnership Interests under an effective registration statement under the Securities Act, or under an exemption from such registration available under the Securities Act and, subject, nevertheless, to the disposition of such purchaser’s property being at all times within its control; (iii) it (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Partnership Interests, (B) has had the opportunity to ask questions of and receive answers concerning such Owner and its investment in the Partnership Interests and to obtain any information necessary to verify the information obtained by it, and (C) is able to bear the economic risks of such investment; and (iv) it has full power and authority to own or acquire the

Partnership Interests to be acquired by it directly or indirectly as set forth herein or in the Partnership Agreement.

- (b) Cedar, for itself and for each Cedar Partner, and RioCan each acknowledges that: (i) the offering of the Partnership Interests has not been, and will not be, registered with the Commission under and pursuant to the Securities Act; (ii) the Partnership Interests have not been qualified for sale in any state under applicable state securities or Blue Sky Laws; (iii) in purchasing the Partnership Interests directly or indirectly it must bear the economic risks of the investment for an indefinite period of time because the Partnership Interests cannot be sold unless the offering of such Partnership Interests is subsequently registered under that Securities Act or an exemption from such registration is available; (iv) with respect to the tax and other legal consequences of an investment in the Partnership Interests, it is relying solely upon advice of its own tax and legal advisors; and (v) the Partnership Agreement and any other evidence of ownership of Partnership Interests will bear a legend reflecting the unregistered and restricted nature of the Partnership Interests; provided, however the foregoing Sections 15(a) and 15(b) are subject to and do not derogate from the reliance by each of RioCan and Cedar on the truth and accuracy of the express representations, warranties and covenants of the other in this Agreement or any of the closing documents executed and delivered by the other in connection with a Closing.
- (c) Cedar and RioCan each agrees that: (i) it will not, directly or indirectly, dispose of any of the Partnership Interests without registration under the Securities Act unless and until the proposed sale or transfer of the Partnership Interests is exempt from the registration requirements of the Securities Act, as evidenced (if desired by such Owner) by a written opinion of counsel of recognized standing in Securities Law.
- (d) The provisions of this Section 15 shall survive the Closings.

**16. Interim Covenants of Cedar.**

- (a) With respect to each of the Properties, Cedar shall cause each of the Property Owners to operate its Property in substantially the same manner as prior hereto pursuant to its normal course of business, including the maintenance of insurance and the making of claims thereunder, until the applicable Closing Date or prior termination of this Agreement with respect to such Property as provided herein; provided, however, that, without the prior consent of RioCan, Cedar shall not (except to the extent expressly provided herein) prior to the applicable Closing Date or prior termination of this Agreement with respect to such Property as provided herein:
  - (i) refinance any of the Loans or, except as contemplated by Section 12(a) hereof, amend, modify or terminate in any material respect any of the Loan Documents;

- (ii) except as required pursuant to the terms of a Lease, enter into, terminate (including evict), accept a surrender, modify or amend, in any material respect, or waive in writing or otherwise any material covenant or obligation of a Tenant under, any Lease for an area in excess of 10,000 rentable square feet;
- (iii) enter into any lease of less than 10,000 rentable square feet if (y) the net effective rent is less than ninety-seven percent (97%) of the proforma net effective rent shown for the applicable portion of a Property shown on Schedule 15 or (z) if such lease is neither substantially in the standard form of lease for the applicable Property (with commercially reasonable changes thereto) nor is otherwise on commercially reasonable terms;
- (iv) terminate, modify or amend, in any material respect, or waive in writing or otherwise any material covenant or obligation of a Ground Lessor under, any Ground Lease; or
- (v) except for leases (or terminations, surrenders, modifications or amendments thereof) which would not require RioCan's consent pursuant to the foregoing clauses of this Section 16(a), grant any person or entity the right to acquire any fee or leasehold interest in any Property (or any portion thereof).

The provisions of this Section 16(a) shall survive the Closings.

- (b) Cedar shall use commercially reasonable efforts as soon as practicable following the date of this Agreement to cause the release of Blue Mountain from the Blue Mountain Line of Credit. Prior to the Closing of the Transaction involving Blue Mountain, following the release of Blue Mountain from the Blue Mountain Line of Credit, Cedar may, subject to the terms of this Section 16(b), cause the applicable Property Owner to finance Blue Mountain with a mortgage loan secured by such Property on such commercially reasonable terms as Cedar shall determine (the "**Blue Mountain Loan**"). Promptly upon receipt thereof, Cedar agrees to deliver a copy of either the loan application or commitment received from the applicable lender in connection with the Blue Mountain Loan (the "**Blue Mountain Loan Application**") to RioCan for its review and approval, not to be unreasonably withheld or conditioned. Likewise, prior to entering into the loan documents and instruments evidencing the Blue Mountain Loan (the "**Blue Mountain Loan Documents**"), Cedar agrees to deliver copies of the same to RioCan for its review and approval, not to be unreasonably withheld or conditioned; provided, however, that RioCan shall have no right to disapprove the Blue Mountain Loan Documents unless the same materially and adversely conflict with the terms of the Blue Mountain Loan Application. In the event that RioCan shall fail to deliver written approval or disapproval of the terms of either the Blue Mountain Loan Application or the Blue Mountain Loan Documents within five (5) Business Days after receipt thereof, RioCan shall be deemed to have approved the same. If, in accordance with the terms of this Section 16(b),

RioCan shall disapprove of the terms of either the Blue Mountain Loan Application or the Blue Mountain Loan Documents, Cedar shall have the option, in its sole direction, to either (i) cause the Blue Mountain Loan Application or the Blue Mountain Loan Documents, as applicable, to be modified until RioCan shall approve the same (which approval shall not be unreasonably withheld, conditioned or delayed) or (ii) cease pursuit of such Blue Mountain Loan. If the Blue Mountain Loan shall close prior to the Closing of the Transaction involving Blue Mountain as contemplated herein, the Allotted Consideration payable by RioCan at such Closing shall be adjusted (x) to account for the outstanding principal amount of the Blue Mountain Loan and (y) such that RioCan shall be responsible for its respective Percentage Interests of all third party transaction costs and closing costs incurred in obtaining the Blue Mountain Loan. In addition, if the Blue Mountain Loan shall have closed prior to the Closing of the Transaction involving Blue Mountain, RioCan shall pay to Cedar at the Closing of such Transaction, its Percentage Interest of a financing fee equal to one-quarter of one percent (0.25%) of the original principal amount of the Blue Mountain Loan; provided, however, that fifty percent (50%) of such financing fee shall be paid to RioCan if RioCan or RioCan REIT was the sole procuring party with respect to such financing or refinancing, and provided further that any such financing fee payable hereunder shall not exceed \$50,000. In the event the Blue Mountain Loan shall close on or after the Closing of the Transaction involving Blue Mountain, the financing fee payable to Cedar in connection therewith shall be governed by the terms of the applicable Management Agreement. The provisions of this Section 16(b) shall survive the Closings.

- (c) Cedar shall use commercially reasonable efforts as soon as practicable following the date of this Agreement to cause the release of Sunset Crossing from the Sunset Crossing Line of Credit. Prior to the Closing of the Transaction involving Sunset Crossing, following the release of Sunset Crossing from the Sunset Crossing Line of Credit, Cedar may, subject to the terms of this Section 16(b), cause the applicable Property Owner to finance Sunset Crossing with a mortgage loan secured by such Property on such commercially reasonable terms as Cedar shall determine (the "**Sunset Crossing Loan**"). Promptly upon receipt thereof, Cedar agrees to deliver a copy of either the loan application or commitment received from the applicable lender in connection with the Sunset Crossing Loan (the "**Sunset Crossing Loan Application**") to RioCan for its review and approval, not to be unreasonably withheld or conditioned. Likewise, prior to entering into the loan documents and instruments evidencing the Sunset Crossing Loan (the "**Sunset Crossing Loan Documents**"), Cedar agrees to deliver copies of the same to RioCan for its review and approval, not to be unreasonably withheld or conditioned; provided, however, that RioCan shall have no right to disapprove the Sunset Crossing Loan Documents unless the same materially and adversely conflict with the terms of the Sunset Crossing Loan Application. In the event that RioCan shall fail to deliver written approval or disapproval of the terms of either the Sunset Crossing Loan Application or the Sunset Crossing Loan Documents within five (5) Business Days after receipt thereof, RioCan shall be deemed to have approved the same. If, in accordance with the terms of this Section 16(c),

RioCan shall disapprove of the terms of either the Sunset Crossing Loan Application or the Sunset Crossing Loan Documents, Cedar shall have the option, in its sole direction, to either (i) cause the Sunset Crossing Loan Application or the Sunset Crossing Loan Documents, as applicable, to be modified until RioCan shall approve the same (which approval shall not be unreasonably withheld, conditioned or delayed) or (ii) cease pursuit of such Sunset Crossing Loan. If the Sunset Crossing Loan shall close prior to the Closing of the Transaction involving Sunset Crossing as contemplated herein, the Allotted Consideration payable by RioCan at such Closing shall be adjusted (x) to account for the outstanding principal amount of the Sunset Crossing Loan and (y) such that RioCan shall be responsible for its respective Percentage Interests of all third party transaction costs and closing costs incurred in obtaining the Sunset Crossing Loan. In addition, if the Sunset Crossing Loan shall have closed prior to the Closing of the Transaction involving Sunset Crossing, RioCan shall pay to Cedar at the Closing of such Transaction, its Percentage Interest of a financing fee equal to one-quarter of one percent (0.25%) of the original principal amount of the Sunset Crossing Loan; provided, however, that fifty percent (50%) of such financing fee shall be paid to RioCan if RioCan or RioCan REIT was the sole procuring party with respect to such financing or refinancing, and provided further that any such financing fee payable hereunder shall not exceed \$50,000. In the event the Sunset Crossing Loan shall close on or after the Closing of the Transaction involving Sunset Crossing, the financing fee payable to Cedar in connection therewith shall be governed by the terms of the applicable Management Agreement. The provisions of this Section 16(c) shall survive the Closings.

- (d) Cedar shall use commercially reasonable efforts to deliver to RioCan before the applicable Closing Date, (i) tenant estoppel certificates (**Tenant Estoppels**) from each Major Tenant for the applicable Property and a sufficient number of other Tenants occupying space at the Property such that estoppel certificates have been received with respect to not less than seventy-five percent (75%) of the aggregate occupied rentable square footage of each Property (collectively, **Required Tenants**), in each case dated not more than forty-five (45) days prior to the applicable Closing Date and on the agreed to form prescribed by its Lease (or the substantive equivalent), or on the form previously executed by such Tenant (or the substantive equivalent), a copy of which was furnished to and accepted by RioCan on or prior to the date hereof, or on any other form approved by RioCan in writing (such approval not to be unreasonably withheld), in each case, disclosing no materially adverse matters, and (ii) an estoppel certificate (the **Ground Lessor Estoppel**) from each Ground Lessor, dated not more than forty-five (45) days prior to the applicable Closing Date and on the agreed to form prescribed by the applicable Ground Lease (or the substantive equivalent), or on the form previously obtained by Cedar with respect to such Ground Lessor (or the substantive equivalent), a copy of which was furnished to and accepted by RioCan on or prior to the date hereof, or on any other form approved by RioCan in writing (such approval not to be unreasonably withheld), and disclosing no materially adverse matters. Cedar shall deliver to RioCan (or RioCan's lawyers) the initial draft of each Tenant Estoppel and Ground Lessor Estoppel at least two

(2) Business Days prior to delivery of such estoppels to the recipients. Cedar shall deliver to RioCan copies of all executed Tenant Estoppels and the Ground Lessor Estoppel promptly following receipt thereof by Cedar. For avoidance of doubt, failure by Cedar to obtain any Tenant Estoppel or Ground Lessor Estoppel in the manner provided herein shall not constitute a default by Cedar under this Agreement, but shall constitute the mere failure of a condition precedent as more particularly set forth in Section 18 below.

- (e) Except for any matters disclosed in the documents included in the Due Diligence Site or otherwise made available to RioCan and/or RioCan's Representatives on or prior to the date of this Agreement, Cedar covenants that, if after the date of this Agreement it obtains knowledge or information prior to Closing of matters then existing which make any representation or warranty of Cedar hereunder materially and adversely inaccurate, Cedar will promptly communicate such information to RioCan.
- (f) Cedar will provide to RioCan draft budgets and leasing plans for the Properties for the 2010 calendar year on or prior to December 8, 2009 and the parties shall use commercially reasonable efforts to approve same prior to the applicable Closings.

**17. Deliveries to be made on the Closing Date.**

- (a) Cedar Deliveries: Cedar shall deliver or cause to be delivered to the Owners, RioCan or the Title Company, as the case may be, on the applicable Closing Date the following documents:
  - (i) with respect to the first Closing to occur pursuant to the terms of this Agreement, the Partnership Agreement and any formation or similar certificates required by the laws of the State of Delaware, executed by the Cedar Partners;
  - (ii) assignment and assumption agreements in the form attached hereto as Exhibit G required in accordance with the steps outlined on Schedule 2 attached hereto, between the applicable Cedar Partner, as assignor, and REIT Property Subsidiary, as assignee, of the applicable Interests, executed by all parties thereto;
  - (iii) with respect to Transaction involving Columbus Crossing only, an operating agreement for the New Columbus Crossing Preferred Partner Lender in a form consistent with the terms of the Partnership Agreement in all material respects and otherwise reasonably acceptable to the parties, executed by REIT Property Subsidiary, as the sole member, together with a copy of the certificate of formation of the New Columbus Crossing Preferred Partner Lender;
  - (iv) with respect to Transaction involving Columbus Crossing only, conveyance documents mutually acceptable to the parties by which all

right, title and interest of Existing Columbus Crossing Preferred Partner Lender in, to and under the Columbus Crossing Preferred Partner Loan and the Columbus Crossing Preferred Partner Loan Documents shall be transferred to New Columbus Crossing Preferred Partner Lender, executed by Existing Columbus Crossing Preferred Partner Lender and New Columbus Crossing Preferred Partner Lender;

- (v) with respect to Transaction involving Columbus Crossing only, a reimbursement agreement in a form reasonably acceptable to the parties whereby Cedar and RioCan REIT shall share liability under the Columbus Crossing Loan Guaranty in accordance with the Percentage Interests of the Cedar Partners and RioCan, respectively (the "**Columbus Crossing Reimbursement Agreement**"), executed by Cedar;
- (vi) with respect to each Property, the Management Agreement, executed by the applicable Property Owner and the Manager;
- (vii) all applicable transfer tax forms, if any;
- (viii) the affidavit referred to in Section 1445 of the Internal Revenue Code, as amended, with all pertinent information confirming that Cedar is not a foreign person, trust, estate, corporation or partnership;
- (ix) evidence reasonably satisfactory to the Title Company respecting the due organization of the Cedar Partners and the due authorization and execution by the applicable Cedar Partners of this Agreement and the documents required to be delivered hereunder;
- (x) to the extent reasonably required by the Title Company, an affidavit of title in form and substance reasonably acceptable to Cedar and the Title Company;
- (xi) a certificate (the "**Update Certificate**") of Cedar dated as of the applicable Closing Date certifying that the representations and warranties of Cedar set forth in Section 13(a) of this Agreement, other than the representations and warranties set forth in Section 13(a) of this Agreement which are made as of the date of this Agreement (such representations and warranties of Cedar set forth in Section 13(a) of this Agreement (other than as aforesaid) are hereafter referred to as "**Closing Date Representations**") with respect to the applicable Closing remain true and correct in all material respects as of the applicable Closing Date, it being agreed that if any Closing Date Representation with respect to a particular Closing shall no longer be true and correct in any material respect due to a change in the facts or circumstances which do not otherwise constitute a default of Cedar pursuant to the express terms of this Agreement and Cedar is unable to deliver the Update Certificate, the failure of Cedar to deliver the Update Certificate shall constitute a failure of a condition to

such Closing and shall not constitute a default by Cedar under this Agreement (or the failure of a condition to any other Closing), and the sole remedy of RioCan in connection therewith shall be to terminate this Agreement with respect to the applicable Transaction by written notice to Cedar in which event the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding) and no party hereto shall have any further obligations under this Agreement with respect to such Transaction, except under those provisions of this Agreement that expressly survive a termination of this Agreement);

- (xii) a settlement statement prepared by the Title Company and approved by Cedar and RioCan (the "**Settlement Statement**");
  - (xiii) evidence of the Lender Approval (if applicable);
  - (xiv) copies of the Tenant Estoppels;
  - (xv) a copy of the Ground Lessor Estoppel (if applicable);
  - (xvi) documents with respect to the Blue Mountain Development Parcel in accordance with the terms of Section 7; and
  - (xvii) all such other documents which are required or reasonably necessary to give effect to the Agreement and which have been reasonably requested by RioCan on or before the applicable Closing Date.
- (b) RioCan Deliveries: RioCan shall deliver or cause to be delivered to Cedar, the Owners or the Title Company, as the case may be, on the applicable Closing Date the following:
- (i) the applicable Net Consideration required to be paid by RioCan to Cedar pursuant to Section 2 hereof;
  - (ii) with respect to the first Closing to occur pursuant to the terms of this Agreement, the Partnership Agreement and any formation or similar certificates required by the laws of the State of Delaware, executed by RioCan;
  - (iii) with respect to Transaction involving Columbus Crossing only, the Columbus Crossing Reimbursement Agreement, executed by RioCan REIT;
  - (iv) all applicable transfer tax forms, if any;
  - (v) evidence reasonably satisfactory to the Title Company respecting the due organization of RioCan and the due authorization and execution by RioCan of this Agreement and the documents required to be delivered hereunder;



- (vi) the Settlement Statement;
  - (vii) documents with respect to the Blue Mountain Development Parcel in accordance with the terms of Section 7; and
  - (viii) all such other documents which are required or reasonably necessary to give effect to the Agreement and which have been reasonably requested by Cedar on or before the applicable Closing Date.
- (c) All Closing Documents, the forms of which are not attached to this Agreement, shall be in form and content acceptable to the parties acting reasonably and in good faith.

**18. Conditions to the Closings.**

- (a) Conditions Precedent to Obligations of RioCan. The obligation of RioCan to consummate each Transaction contemplated by this Agreement shall be subject to the following, as applicable:
- (i) performance and observance in all material respects, by Cedar of all covenants, warranties and agreements of this Agreement to be performed or observed by Cedar with respect to such Transaction prior to or on the applicable Closing Date;
  - (ii) receipt of any Loan Approval applicable to such Transaction;
  - (iii) the Reorganizations applicable to such Transaction shall have occurred;
  - (iv) with respect to the Transaction involving Blue Mountain only, such Property shall have been released from the lien of the Blue Mountain Line of Credit;
  - (v) with respect to the Transaction involving Sunset Crossing only, such Property shall have been released from the lien of the Sunset Crossing Line of Credit;
  - (vi) the representations and warranties of Cedar set forth in Section 13(a) (other than the Closing Date Representations) being true and correct in all material respects as of the date of this Agreement;
  - (vii) the Closing Date Representations and the representations and warranties of Cedar set forth in Section 15 hereof being true and correct in all material respects as of the applicable Closing Date;
  - (viii) RioCan shall have received Tenant Estoppels from all the Required Tenants of the applicable Property(ies) (other than Blue Mountain) in the forms consistent with the forms required pursuant to Section 16(d);

- (ix) no Required Operating Tenant of the applicable Property(ies) shall have ceased conducting its business and paying rent, as provided in its Lease, or shall be a debtor in any state or federal insolvency or bankruptcy proceeding;
- (x) as of the Closing Date, the applicable Property Owner shall not be in material default of, and shall not have received written notice from the applicable Lender of any uncured material default under, any of such Property Owner's material obligations under the applicable Loan Documents;
- (xi) as of the Closing Date, the applicable Property Owner shall not be in material default of, and shall not have received written notice from the applicable Major Tenant or Ground Lessor of any uncured material default under, any of such Property Owner's material obligations under a Lease with a Major Tenant or a Ground Lease;
- (xii) with respect to the Transaction involving the Property located in Bridgeport, Connecticut only, RioCan shall have received the Ground Lessor Estoppel and the Bridgeport Ground Lease shall be in full force and effect;
- (xiii) with respect to the Transaction involving the Property located in Williamsport, Pennsylvania only, the Loyal Plaza Ground Lease shall be in full force and effect; and
- (xiv) the fulfillment on or before the applicable Closing Date of all other conditions precedent to Closing benefiting RioCan specifically enumerated in this Agreement respecting the subject Transaction.

The conditions set forth in this Section 18(a) are for the sole benefit of RioCan and may be waived in writing in whole or in part by notice to Cedar on or before Closing of the applicable Transaction, without prejudice to the right to terminate this Agreement in the event of the non-fulfillment of any other condition or conditions with respect to such Transaction not so waived.

- (b) Conditions Precedent to Obligations of Cedar: The obligation of Cedar to consummate each Transaction contemplated by this Agreement shall be subject to the following, as applicable:
  - (i) performance and observance by RioCan in all material respects, of all covenants and agreements of this Agreement to be performed or observed by RioCan with respect to such Transaction prior to or on the applicable Closing Date;
  - (ii) receipt of any Loan Approval applicable to such Transaction;

- (iii) with respect to the Transaction involving Blue Mountain only, such Property shall have been released from the lien of the Blue Mountain Line of Credit and all of the conditions to the payment of Earn-Out Proceeds set forth in Section 4(a) shall have been satisfied with respect to the requisite number of Blue Mountain Leases that would entitle Cedar to receive Blue Mountain Closing Earn-Out Proceeds of not less than Twenty-Four Million Dollars (\$24,000,000);
- (iv) with respect to the Transaction involving Sunset Crossing only, such Property shall have been released from the lien of the Sunset Crossing Line of Credit;
- (v) the representations and warranties of RioCan set forth in Section 14(a) and Section 15 hereof being true and correct in all material respects; and
- (vi) the fulfillment on or before the Closing Date of all other conditions precedent to Closing benefiting Cedar specifically set forth in this Agreement respecting the subject Transaction.

The conditions set forth in this Section 18(b) are for the sole benefit of Cedar and may be waived in writing in whole or in part by notice to RioCan on or before Closing of the applicable Transaction, without prejudice to the right to terminate this Agreement in the event of the non-fulfillment of any other condition or conditions with respect to such Transaction not so waived.

- (c) Reasonable Commercial Efforts to Satisfy Conditions Each of the parties shall act in good faith and use reasonable commercial efforts in the circumstances to satisfy or cause to be satisfied (at its sole cost, except as expressly provided in Section 6 hereof) the conditions set forth in subparagraphs (a) and (b), respectively, provided that no party shall be required to spend money or incur additional obligations to obtain the necessary assistance or co-operation of any third party to satisfy any condition, other than expenditure of reasonable legal fees and provided further that the foregoing shall not limit or prejudice the rights of any party hereto (or its board of directors) to be satisfied in its sole and unfettered discretion as to the fulfillment of a condition in its respective favor if such right is provided pursuant to the terms of such condition. Each party will cooperate in support of all things necessary to give effect to this Agreement.
- (d) If one or more of the conditions set forth in subparagraph (a) is not satisfied or waived as therein provided on or before the applicable Scheduled Closing Date (as such date may be extended by written agreement of the parties or as otherwise expressly provided herein) with respect to a particular Property, this Agreement shall be automatically terminated with respect to such Property, the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by the amount of the applicable Allotted Consideration and, in such event, Cedar shall be released from all obligations hereunder with respect to such Property (except for any obligation

expressly provided to survive a termination of this Agreement) and, subject to claims for breach of obligations pursuant to subparagraph (c) hereof, RioCan shall also be released from all obligations hereunder with respect to such Property (except for any obligation expressly provided to survive a termination of this Agreement); it being acknowledged and agreed that the consummation of the Closing with respect to any Property shall constitute the waiver of any such conditions that were not waived or satisfied with respect to such Property.

- (e) If one or more of the conditions set forth in subparagraph (b) is not satisfied or waived as therein provided on or before the applicable Scheduled Closing Date (as such date may be extended by written agreement of the parties or as otherwise expressly provided herein) with respect to a particular Property, this Agreement shall be automatically terminated with respect to such Property, the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by the amount of the applicable Allotted Consideration and, in such event, RioCan shall be released from all obligations hereunder with respect to such Property (except for any obligation expressly provided to survive a termination of this Agreement) and, subject to claims for breach of obligations pursuant to subparagraph (c) hereof, Cedar shall also be released from all obligations hereunder with respect to such Property (except for any obligation expressly provided to survive a termination of this Agreement); it being acknowledged and agreed that the consummation of the Closing with respect to any Property shall constitute the waiver of any such conditions that were not waived or satisfied with respect to such Property.
- (f) The parties agree that all conditions herein are conditions of the obligations of the party named in the relevant section to complete the applicable Transaction and are not conditions precedent to the existence or enforceability of this Agreement.

#### **19. Apportionments.**

- (a) With respect to each Property, the following shall be prorated between the applicable Property Owner as constituted immediately prior to the Closing (assuming that Cedar owned 100% of the Interests in such Property Owner), and the applicable Property Owner as constituted immediately following the Closing (assuming that Cedar owned 20% of the Interests in such Property Owner and the remaining 80% of such Interests were owned by RioCan), as of 11:59 p.m. on the day preceding the Closing Date (the "**Adjustment Date**") (on the basis of the actual number of days elapsed over the applicable period):
  - (i) Fixed rents, additional rents, percentage rent and all other sums and credits due or payable under the applicable Leases and any other items of income, as and when collected (it being acknowledged that all such amounts received after the applicable Closing shall be applied as provided in Section 19(i));

- (ii) All real estate taxes, water charges, sewer rents, vault charges and assessments on the Property on the basis of the fiscal year for which assessed (except to the extent required to be paid by Tenants in good standing pursuant to Leases);
  - (iii) All operating expenses, including, without limitation, all amounts payable by the applicable Property Owners pursuant to the Ground Leases (except to the extent required to be paid by Tenants in good standing pursuant to Leases);
  - (iv) Any prepaid items, including, without limitation, fees for licenses and annual permit and inspection fees;
  - (v) Utilities, including, without limitation, telephone, steam, electricity and gas, on the basis of the most recently issued bills therefor (except to the extent required to be paid by Tenants pursuant to Leases);
  - (vi) Deposits with telephone and other utility companies;
  - (vii) Payments of principal and interest and other costs payable under any Loan Documents;
  - (viii) Cash and cash equivalents (e.g., U.S. Treasuries) held by or for the account of any of the Owners;
  - (ix) Deposits, reserves or escrows made by or on behalf of any of the Owners with respect to loans and other obligations that will remain in effect on and after the applicable Closing; and
  - (x) Such other items as are customarily apportioned between sellers and purchasers of real properties (and interests therein) of a type similar to the Properties and located in the State or Commonwealth in which each such Property is located, including, without limitation, any items not expressly included in the items that are the responsibility of Cedar pursuant to Section 19(b) through (d) below).
- (b) Items to be Paid by Cedar. Subject to the provisions of Section 6(c) hereof, the parties hereby acknowledge and agree that Cedar shall be responsible and liable to pay and shall pay when due the following (collectively, "**Leasing Costs**") for each Property (other than Blue Mountain and the Franklin Village Earn-Out Space, which is provided for in clause (c) below) and the Partnership shall be responsible for payment for all leasing costs not the responsibility of Cedar pursuant to this clause 19(b):
- (i) any real estate or leasing commission in respect of the Leases (or any modification or amendment thereof) executed prior to the date of this Agreement;

- (ii) any tenant inducements or tenant allowances payable under the Leases (or any modification or amendment thereof) executed prior to the date of this Agreement;
  - (iii) any costs and expenses of any lease take-over, assignment, assumption or other commitments required pursuant to the Leases (or any modification or amendment thereof) executed prior to the date of this Agreement; and
  - (iv) the costs and expenses of any initial tenant build-out work or improvements to rentable or rental space in the Building required to be performed by the landlord thereunder and arising pursuant to the Leases (or any modification or amendment thereof) executed prior to the date of this Agreement.
- (c) Blue Mountain and Franklin Village. With respect to Blue Mountain only, Cedar shall be responsible and liable to pay, and shall pay when due, (i) the cost of completion of the initial construction of the Blue Mountain Property (including, without limitation, penalties incurred in connection therewith) and (ii) all Leasing Costs for which Earn-Out Proceeds shall be earned by Cedar pursuant to Section 4(a) of this Agreement, but excluding all related tenant build-out work or improvements and other Leasing Costs with respect to Leases for which Earn-Out Proceeds shall not be earned by Cedar pursuant to Section 4(a) of this Agreement. With respect to Franklin Village only, Cedar shall be responsible and liable to pay, and shall pay when due, all Leasing Costs for which Earn-Out Proceeds shall be earned by Cedar pursuant to Section 4(b) of this Agreement, but excluding all related tenant build-out work or improvements and other Leasing Costs with respect to leases for the Franklin Village Earn-Out Space for which Earn-Out Proceeds shall not be earned by Cedar pursuant to Section 4(b) of this Agreement.
- (d) Deferred Costs. There will be no adjustment (other than current year adjustments) for deferred amortized common area costs, if any, that are recoverable from Tenants after any Closing nor will any adjustments (other than current year adjustments) be made with respect thereto after any Closing regardless of any amounts received from Tenants relating thereto.
- (e) Statement of Adjustments. A statement of adjustments shall be prepared by Cedar for approval of RioCan, acting reasonably, at least five (5) Business Days before each Closing Date.
- (f) Readjustments. If, on the Closing Date, any items of additional rent or percentage rent under the Leases or other income or expense of the Properties shall not have been ascertained, then such items shall be adjusted retroactively as and when the same are ascertained. If the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by Cedar, acting reasonably, as of the Adjustment Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. A final

adjustment shall be made no later than the date being one (1) year after the Closing Date for such Property (each, an **“Outside Adjustment Date”**) other than Blue Mountain. For the case at Blue Mountain the Outside Adjustment Date shall be the third (3rd) anniversary of the Blue Mountain Closing Date. Except as may otherwise be permitted pursuant to this Agreement, no re-adjustment may be claimed by any party with respect to any Property later than the Outside Adjustment Date.

- (g) If, with respect to any Property, the Closing shall occur before the applicable real estate tax rate is fixed, the apportionment of real estate taxes for such Property at the Closing shall be based upon the tax rate for the next preceding year applied to the latest assessed valuation. Promptly after the new tax rate or assessment is fixed, the apportionment of taxes or assessments shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected and the proper party reimbursed.
- (h) All apportionments made under this Agreement shall be calculated (1) as between the Property Owners, as constituted prior to the applicable Closing as the prior owners of the Properties (assuming that Cedar owned 100% of the Interests in such Property Owner), and such Property Owners, as constituted following the applicable Closing as the new owners of the Properties (assuming that Cedar owned 20% of the Interests in such Property Owner and the remaining 80% of such Interests were owned by RioCan) and then (2) the applicable Allotted Consideration shall be adjusted at the applicable Closing such that Cedar and RioCan shall share in the credits and debits of the Property Owners in proportion to their respective interests in such Property Owners immediately following the Closing.
- (i) If any tenant at a Property is in arrears in the payment of rent or any other receivables on the Closing Date, any and all rents and receivables received from such tenant after the Closing shall be applied in the following order of priority: (i) first to the month in which the Closing occurred; (ii) then to any month or months following the month in which the Closing occurred; and (iii) then to the months preceding the month in which the Closing occurred. If rents or other receivables or any portion thereof received after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys’ fees, costs and expenses of collection thereof, shall be promptly paid to the other party.
- (j) Notwithstanding anything to the contrary contained in this Agreement, with respect to the Properties, Cedar shall remain liable for actual damages (including out-of-pocket expenses actually incurred by the Owners) resulting from (x) any uninsured third party tort claims arising and accruing prior to the applicable Closing Date and which are both unrelated to the environmental condition of any Property or any physical condition known by or disclosed to RioCan or any RioCan Representatives and based solely on the actions or omissions of any

Owner prior to the applicable Closing Date (the parties acknowledge that third party tort claims shall not be deemed “uninsured” if the applicable insurance policy provides for a deductible), (y) any breach by any Property Owner of its obligations under any of the Service Contracts and Leases arising prior to the applicable Closing Date, except (A) with respect to any Lease, if the Tenant shall have delivered a Tenant Estoppel prior to the applicable Closing confirming that no such breach exists, (B) if such breach shall have been disclosed to or known by RioCan prior to the applicable Closing Date or (C) if the applicable Allotted Consideration shall have been adjusted to reflect such monetary obligation or breach, or (z) any tax liability of any Owner allocable to periods prior to the applicable Closing Date. RioCan acknowledges and agrees that its sole and exclusive remedy against Cedar in connection with the foregoing responsibilities shall be either an action for specific performance or a claim for direct damages (excluding special, indirect, consequential and punitive damages), RioCan hereby waiving any other right or remedy it may otherwise have at law or equity. The provisions of this Section 19 notwithstanding, nothing contained herein shall limit or in any way be deemed to modify the “as is, where is” nature of the Transactions as more particularly set forth in Section 13(d) of this Agreement and RioCan hereby confirms its agreement to waive any right it may have at law or in equity, including, without limitation, the right to seek damages or contribution from Cedar in connection with the physical (including, without limitation, environmental) condition of the Properties (except in connection with any breach of applicable representations and warranties of Cedar contained in Section 13(a) in accordance with the terms and conditions of this Agreement).

The provisions of this Section 19 shall survive the Closings.

**20. Condemnation or Destruction of the Properties.**

- (a) In the event that, after the date hereof but prior to the applicable Closing Date with respect to any Property then owned by Cedar or any affiliate, either any portion of such Property is taken (or so threatened by written notice delivered to the applicable Property Owner by a Governmental Authority having jurisdiction) pursuant to eminent domain proceedings or condemnation or any of the improvements on such Property are damaged or destroyed by fire or other casualty, Cedar shall, promptly upon becoming aware of the same, deliver or cause to be delivered to RioCan, notice of any such eminent domain proceedings or casualty. Except as otherwise expressly provided herein, neither Cedar nor any Owner shall have the obligation to restore, repair or replace any portion of any Property or any such damage or destruction. If, with respect to any Property, the amount of the damage (as determined by an independent third party contractor or engineer selected by Cedar and reasonably approved by RioCan) or the amount of condemnation award shall exceed an amount equal to ten percent (10%) of the applicable Allotted Consideration, RioCan shall have the right to elect to terminate this Agreement as to the applicable Transaction only by written notice to Cedar given within ten (10) days after notification to RioCan of the estimated amount of damages or the determination of the amount of any condemnation



award, whereupon the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by an amount equal to the applicable Allotted Consideration and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to such Transaction (except for any obligation expressly provided to survive a termination of this Agreement).

- (b) In the event of any condemnation or casualty as aforesaid, the applicable Closing Date shall be extended as and to the extent necessary to permit the determination of the damage amount or condemnation award in the manner herein provided, to a Business Day selected by Cedar and reasonably approved by RioCan. The parties hereby waive the provisions of any statute which provides for a different outcome or treatment in the event of a casualty or a condemnation or eminent domain proceeding.
- (c) RioCan shall not have any right to terminate this Agreement with respect to any Transaction on account of any condemnation or casualty except as expressly provided in this Section 20. In the event that the parties shall proceed to close a Transaction notwithstanding the occurrence of any condemnation or casualty as aforesaid, the corresponding condemnation awards or proceeds of insurance shall be adjusted, settled, collected and/or applied by the applicable Property Owner or Lender in accordance with the applicable Loan Documents provided that in no event shall any condemnation awards or proceeds of insurance received prior to the applicable Closing Date be distributed to Cedar and the same shall be held by or for the benefit of the applicable Property Owner or applied to the costs and expenses of the applicable Property and provided further that Cedar shall be solely responsible for the payment of the deductible under any insurance policy with respect to any casualty occurring prior to the applicable Closing Date.

**21. Release.**

- (a) EFFECTIVE AS OF THE CLOSING OF EACH TRANSACTION, RIOCAN SHALL BE DEEMED TO HAVE RELEASED CEDAR AND ALL CEDAR RELATED PARTIES FROM ALL CLAIMS WHICH RIOCAN OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SERVANT, SHAREHOLDER OR OTHER PERSON OR ENTITY ACTING ON BEHALF OF OR OTHERWISE RELATED TO OR AFFILIATED WITH, RIOCAN (EACH, A “**RIOCAN RELATED PARTY**”) HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE APPLICABLE PROPERTY AND THE APPLICABLE INTERESTS (INCLUDING, AT THE CLOSING OF COLUMBUS CROSSING, THE COLUMBUS CROSSING PREFERRED INTERESTS AND THE COLUMBUS CROSSING PREFERRED PARTNER LOAN) INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, THE LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR

CONSTRUCTION OF ALL OR ANY PORTION OF THE APPLICABLE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS, AND RIOCAN SHALL NOT LOOK TO CEDAR OR ANY CEDAR RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION; PROVIDED, HOWEVER, THAT THIS RELEASE SHALL NOT BE APPLICABLE TO ANY CLAIMS ARISING OUT OF THE EXPRESS COVENANTS, REPRESENTATIONS, OR WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY CLOSING DELIVERY THAT SHALL EXPRESSLY SURVIVE THE CLOSING OF A TRANSACTION.

- (b) The provisions of this Section 21 shall survive the Closings or a termination of this Agreement.

**22. Brokers.**

- (a) Cedar represents and warrants to RioCan, and RioCan represents and warrants to Cedar, that no broker or finder except Goldman, Sachs & Co. and RBC Dominion Securities Inc. (whose fees and commissions will be paid in accordance with subparagraphs (b) and (c) below) has been engaged by it, respectively, in connection with the Transactions contemplated under this Agreement. In the event of a claim for broker's or finder's fee or commissions in connection with the sale contemplated by this Agreement (other than as provided in subparagraphs (b) and (c) below), then Cedar shall indemnify, defend and hold harmless RioCan from the same if it shall be based upon any statement or agreement alleged to have been made by Cedar, and RioCan shall indemnify, defend and hold harmless Cedar from the same if it shall be based upon any statement or agreement alleged to have been made by RioCan.
- (b) Cedar will pay whatever commission is payable to Goldman, Sachs & Co. by reason of the Transactions and will indemnify and save RioCan harmless in respect of any claim or action against RioCan on account thereof.
- (c) RioCan will pay whatever commission is payable to RBC Dominion Securities Inc. by reason of the Transactions and will indemnify and save Cedar harmless in respect of any claim or action against Cedar on account thereof.
- (d) The provisions of this Section 22 shall survive the Closings and/or a termination of this Agreement.

**23. Limitation of Liability.**

- (a) Notwithstanding anything to the contrary contained in this Agreement or any documents executed in connection herewith, if one or more of the Transactions shall have closed hereunder, Cedar shall have not have any liability arising

pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Cedar under this Agreement (or any document or certificate executed or delivered in connection herewith) unless claims made by RioCan shall collectively equal or exceed One Hundred Thousand Dollars (\$100,000) in the aggregate for all the Properties; provided, however, in no event shall the aggregate liability of Cedar exceed five percent (5%) of the aggregate amount of the Consideration received from all of the Transactions that have closed pursuant to and in accordance with this Agreement (whether paid at Closing or as Earn-Out Proceeds). Notwithstanding the foregoing, the obligations of Cedar contained in Section 19 hereof shall not be subject to the limitations on liability contained in this Section 23(a).

- (b) No partner, member, shareholder, officer, director, employee or agent of Cedar, nor any Cedar Related Parties, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and RioCan, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.
- (c) This Agreement and any agreement made or entered into under or pursuant to the provisions of this Agreement, any amendment or amendments to any of the foregoing made at any time or times, shall be conclusively taken to have been executed by, or by officers of RioCan on behalf of, the trustees of RioCan only in their capacity as trustees of RioCan. Cedar hereby disavows any liability upon and waives any claim against holders of units of RioCan and annuitants under plans of which holders of units of RioCan act as trustee or carrier and the obligations created hereunder are not personally binding upon, nor shall resort be had to, nor shall recourse or satisfaction be sought from, the private property of any trustee or officer of RioCan or any holder of units of RioCan or annuitant, but the property of RioCan from time to time or a specific portion thereof only shall be bound. It is agreed that the benefit of this provision is restricted to the trustees and officers of RioCan, each holder of units issued by RioCan and annuitants and, solely for that purpose, the undersigned signing officers of RioCan have entered into this Agreement and any agreement made or entered into under or pursuant to the provisions of this Agreement, any amendment or amendments to any of the foregoing made at any time or times, as agent and trustee for and on behalf of the trustees of RioCan, each holder of units of RioCan and each annuitant.
- (d) The provisions of this Section 23 shall survive the Closings and/or a termination of this Agreement.

#### **24. Remedies For Default.**

- (a) CEDAR DEFAULTS. IF ANY TRANSACTION SHALL NOT BE CLOSED SOLELY BY REASON OF CEDAR'S BREACH OR DEFAULT UNDER THIS

AGREEMENT, THEN RIOCAN SHALL HAVE AS ITS EXCLUSIVE REMEDY THE RIGHT TO (A) SUBJECT TO THE LAST SENTENCE OF THIS CLAUSE 24(a), TERMINATE THIS AGREEMENT WITH RESPECT TO ALL TRANSACTIONS NOT YET CLOSED (IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO RIOCAN AND NO PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE A CLOSING OR TERMINATION OF THIS AGREEMENT), RIOCAN HEREBY WAIVING ANY RIGHT OR CLAIM TO DAMAGES FOR CEDAR'S BREACH; OR (B) SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED); PROVIDED THAT ANY ACTION BY RIOCAN FOR SPECIFIC PERFORMANCE MUST BE FILED, IF AT ALL, WITHIN FORTY-FIVE (45) DAYS OF CEDAR'S BREACH OR DEFAULT, AND THE FAILURE TO FILE WITHIN SUCH PERIOD SHALL CONSTITUTE A WAIVER BY RIOCAN OF SUCH RIGHT AND REMEDY. NOTWITHSTANDING THE FOREGOING, IF A BREACH OF A REPRESENTATION, WARRANTY OR COVENANT IS SPECIFIC TO A PARTICULAR PROPERTY, RIOCAN'S EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT AS TO SUCH PROPERTY IN WHICH EVENT THE CONSIDERATION SHALL BE REDUCED BY THE AMOUNT OF THE APPLICABLE ALLOTTED CONSIDERATION, THE DEPOSIT SHALL BE REFUNDED TO RIOCAN (IF NO OTHER CLOSING WITH RESPECT TO ANOTHER PROPERTY REMAINS OUTSTANDING) AND THE PARTIES HERETO SHALL BE RELIEVED OF ALL FURTHER LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT WITH RESPECT TO THE APPLICABLE TRANSACTION, EXCEPT FOR ANY OBLIGATION EXPRESSLY PROVIDED TO SURVIVE A TERMINATION OF THIS AGREEMENT OR, IF APPLICABLE, ANY CLOSING THAT MAY HAVE ALREADY OCCURRED HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND PROVISIONS OF THIS SECTION 24 ARE NOT INTENDED TO LIMIT RIOCAN'S RIGHTS AND REMEDIES IN THE EVENT OF A BREACH OF CEDAR'S POST-CLOSING OBLIGATIONS UNDER THIS AGREEMENT NOTWITHSTANDING THE FACT THAT ONE OR MORE TRANSACTIONS MAY NOT HAVE CLOSED.

- (b) RIOCAN DEFAULTS. IN THE EVENT ANY TRANSACTION SHALL NOT CLOSE SOLELY ON ACCOUNT OF RIOCAN'S BREACH OR DEFAULT, THEN, AT CEDAR'S ELECTION, THIS AGREEMENT SHALL TERMINATE WITH RESPECT TO ALL TRANSACTIONS NOT YET CLOSED, AND THE RETENTION OF THE DEPOSIT SHALL BE CEDAR'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE SUCH TERMINATION. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT CEDAR WILL INCUR EXPENSE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS

AGREEMENT AND THAT THE INTERESTS (AND RELATED PROPERTIES) WILL BE REMOVED FROM THE MARKET; FURTHER, THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO CEDAR CAUSED BY THE BREACH BY RIOCAN UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION CEDAR SHOULD RECEIVE AS A RESULT OF RIOCAN'S BREACH OR DEFAULT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND PROVISIONS OF THIS SECTION 24 ARE NOT INTENDED TO LIMIT CEDAR'S RIGHTS AND REMEDIES IN THE EVENT OF A BREACH OF RIOCAN'S POST-CLOSING OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PAY EARN-OUT PROCEEDS AS AND WHEN DUE HEREUNDER) NOTWITHSTANDING THE FACT THAT ONE OR MORE TRANSACTIONS MAY NOT HAVE CLOSED.

- (c) Prior to the exercise by Cedar or RioCan of any right or remedy afforded to it pursuant to Section 24(a) or Section 24(b) herein, as applicable, such party (the **Non-Defaulting Party**) shall deliver written notice (a **Default Notice**) to the other party hereunder (the **Defaulting Party**) identifying the applicable breach or default and the Defaulting Party shall have ten (10) days after delivery such Default Notice to cure such breach or default. If a Defaulting Party fails to cure any default or breach that is the subject of a Default Notice within such ten (10) day period, the Non-Defaulting Party may exercise all rights and remedies afforded to it pursuant to Section 24(a) or Section 24(b) above, as applicable.
- (d) The provisions of this Section 24 shall survive the Closings and/or a termination of this Agreement.

#### 25. Title Reviews.

- (a) RioCan has obtained, or shall promptly after the date hereof obtain, current title reports for each of the Properties from the Title Company or Stewart Title Insurance Company (the **Title Reports**). If any exceptions(s) to title to any Property should appear in the Title Reports that are not Permitted Exceptions, then, no later than November 5, 2009 (the **Title Objection Deadline**), RioCan shall promptly deliver copies thereof to Cedar, together with copies of the applicable exception documentation and written notice of disapproval of said exceptions (a **Title Objection Letter**). Any such title exceptions so objected to by RioCan pursuant to this Section 25(a) shall be deemed to be **Title Objections**. Subject to Section 25(c) below, within ten (10) days following receipt of the Title Objection Letter, Cedar shall deliver written notice to RioCan of any Title Objections with respect to which Cedar, in its sole and absolute discretion, elects to undertake the removal prior to or at the applicable Closing (the **Title Objection Response**); provided, however, that if Cedar shall fail to deliver any Title Objection Response by the expiration of such ten (10) day

period, Cedar shall be deemed to have elected not to undertake the removal of the subject Title Objections. Subject to Section 25(c) below, if Cedar elects or is deemed to have elected not to cure any Title Objection, RioCan's only options in response thereto shall be waive the Title Objections or to terminate this Agreement within ten (10) days following its receipt or deemed receipt of the Title Objection Response as it relates to the applicable Property or Properties (it being acknowledged and agreed that RioCan's failure to so terminate with the aforementioned ten (10) day period shall constitute an election to waive such Title Objections), whereupon the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Transaction, except for any obligation expressly provided to survive a termination of this Agreement or, if applicable, any Closing that may have already occurred hereunder. Subject to Section 25(c) below, if Cedar shall have elected to undertake the removal of a Title Objection but does not cause the removal thereof by the applicable Scheduled Closing Date, RioCan shall have the option, to be exercised by RioCan by written notice to Cedar on or before the applicable Scheduled Closing Date, to either (A) accept the Property "as is" with respect to such Title Objections and consummate the Closings in accordance with the terms of this Agreement or (B) terminate this Agreement as it relates to the applicable Property or Properties by written notice thereof to Cedar, whereupon the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Transaction, except for any obligation expressly provided to survive a termination of this Agreement or, if applicable, any Closing that may have already occurred hereunder. Should RioCan fail to elect an option in writing by the applicable Scheduled Closing Date, RioCan shall be deemed to have elected option (A) above. For avoidance of doubt, Cedar shall not under any circumstance be required or obligated to cause the cure or removal of any Title Objection (other than Mandatory Cure Items) including, without limitation, to bring any action or proceeding, to make any payments or otherwise to incur any expense in order to eliminate any Title Objection or to arrange for title insurance insuring against enforcement of such Title Objection against, or collection of the same out of, the applicable Property, notwithstanding that Cedar may have attempted to do so.

- (b) If RioCan shall object to any exceptions(s) to title to the Property, other than the Permitted Exceptions, of which RioCan is first made aware in any update made to any Title Report or in any updated survey received after the earlier of the date of the Title Objection Letter delivered pursuant to Section 25(a) above or the Title Objection Deadline, RioCan shall deliver copies thereof to Cedar, together with copies of the applicable exception documentation(s) or updated survey, if applicable, and written notice of disapproval of said exceptions no later than the earlier of (i) the applicable Scheduled Closing Date and (ii) ten (10) days after

receipt by RioCan of the applicable updated Title Report. Any such title exceptions so objected to by RioCan pursuant to this Section 25(b) shall be deemed to be **Additional Title Objections.**” Subject to Section 25(c) below, no later than the earlier of (i) the applicable Scheduled Closing Date and (ii) ten (10) days after receipt by Cedar of written notice from RioCan of any Additional Title Objections, Cedar shall deliver a Title Objection Response to RioCan of any Additional Title Objections with respect to which Cedar, in its sole and absolute discretion, elects to undertake the removal prior to or at the applicable Closing; provided, however, that if Cedar shall fail to deliver any Title Objection Response by the applicable Scheduled Closing Date, Cedar shall be deemed to have elected not to cause the removal of the subject Additional Title Objections. Notwithstanding the foregoing, in the event Cedar shall elect to undertake the removal of any Additional Title Objections hereunder, Cedar shall have the right in its sole and absolute discretion upon delivery of prior written notice to RioCan, to extend the applicable Scheduled Closing Date by up to thirty (30) days in the aggregate, to cause the removal thereof. Subject to Section 25(c) below, if Cedar indicates or is deemed to have indicated that it will not cure any Additional Title Objection or, if Cedar shall have elected to undertake the removal of an Additional Title Objection but does not cause the removal thereof by the applicable Scheduled Closing Date, RioCan shall have the option, by (I) if Cedar shall have elected (or is deemed to have elected) not to cause the removal of the Additional Title Objection, the earlier of the Scheduled Closing Date and third (3rd) Business Day after receipt of the Title Objection Response (or the date such Title Objection Response shall have been due, as applicable) or (II) if Cedar shall have elected to undertake the removal of an Additional Title Objection but does not cause the removal thereof by the applicable Scheduled Closing Date, the Scheduled Closing Date, to either (A) accept the applicable Property “as is” with respect to such Additional Title Objections and consummate applicable the Closings in accordance with the terms of this Agreement or (B) terminate this Agreement as it relates to the applicable Property or Properties by written notice thereof to Cedar, whereupon the Deposit shall be refunded to RioCan (if no other Closing with respect to another Property remains outstanding), the Consideration shall be reduced by the amount of the applicable Allotted Consideration, and the parties hereto shall be relieved of all further liability and responsibility under this Agreement with respect to the applicable Transaction, except for any obligation expressly provided to survive a termination of this Agreement or, if applicable, any Closing that may have already occurred hereunder. Should RioCan fail to elect an option in writing within said three (3) Business Day period, RioCan shall be deemed to have elected option (A) above. For avoidance of doubt, Cedar shall not under any circumstance be required or obligated to cause the cure or removal of any Additional Title Objection (other than Mandatory Cure Items) including, without limitation, to bring any action or proceeding, to make any payments or otherwise to incur any expense in order to eliminate any Additional Title Objection or to arrange for title insurance insuring against enforcement of such Additional Title Objection against, or collection of the same out of, the applicable Property, notwithstanding that Cedar may have attempted to do so.

- (c) Notwithstanding anything to the contrary contained herein, Cedar shall cause the removal (by bonding or otherwise) prior to the applicable Scheduled Closing Date of any monetary liens encumbering any Property (that is not a Permitted Exception hereunder) objected to by RioCan in accordance with Section 25(a) or Section 25(b) above, if the placing of such lien was solely the direct result of the actions of Cedar (including, without limitation, resulting from the initial construction of Blue Mountain) and not otherwise caused by any tenant at, or prior owner of, the Property or any other third party (each, a "**Mandatory Cure Item**").

**26. Notices.**

All notices, demands, consents, reports and other communications provided for in this Agreement shall be in writing, shall be given by a method prescribed in this Section and shall be given to the party to whom it is addressed at the address set forth below.

To Cedar:

c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

With a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Steven P. Moskowitz, Esq.  
Facsimile: (212) 806-6006

To RioCan (prior to December 20, 2009):

c/o RioCan Holdings USA Inc.  
Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Rags Davloor  
Facsimile: (416) 866-3020



With a copy to:

c/o RioCan Holdings USA Inc.  
Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Jonathan Gitlin  
Facsimile: (416) 866-3020

With a copy to (if prior to December 20, 2009):

Goodmans LLP  
250 Yonge Street, Suite 2400  
Toronto, Ontario M5B 2M6  
Attention: Juli Morrow  
Facsimile: (416) 979-1234

With a copy to (if on or after December 20, 2009):

Goodmans LLP  
333 Bay Street, Suite 3400  
Bay Adelaide Centre, West Tower  
Toronto, Ontario M5H 2S7  
Attention: Juli Morrow  
Facsimile: (416) 979-1234

Any party hereto may change the address to which notice may be delivered hereunder by the giving of written notice thereof to the other Parties as provided herein below. Any notice or other communication delivered pursuant to this Section may be mailed by United States or Canadian certified air mail, return receipt requested, postage prepaid, deposited in a United States or Canadian Post Office or a depository for the receipt of mail regularly maintained by the United States Post Office or the Canadian Post Office, as applicable. Such notices, demands, consents and reports may also be delivered (i) by hand or reputable international courier service which maintains evidence of receipt or (ii) by facsimile with a confirmation copy delivery by hand or reputable international courier service which maintains evidence of receipt. Any notices, demands, consents or other communications shall be deemed given and effective when delivered by hand or courier or facsimile if sent before 5:00 p.m. on a Business Day, and otherwise, the Business Day next following the day of transmittal, or if mailed only, five (5) Business Days after mailing. Notwithstanding the foregoing, no notice or other communication shall be deemed ineffective because of refusal of delivery to the address specified for the giving of such notice in accordance herewith. The provisions of this Section 26 shall survive the Closings and/or a termination of this Agreement.

**27. Amendments.**

Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. The provisions of this Section 27 shall survive the Closings and/or a termination of this Agreement.

**28. Governing Law; Jurisdiction; Construction.**

- (a) This Agreement (i) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law and (ii) shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto and without regard to, or aid of, any rules of construction requiring construction against any party drafting this Agreement.
- (b) The parties agree that this Agreement has been made in New York, New York and that exclusive jurisdiction for matters arising under this Agreement shall be in the State courts in New York County, New York. Each party by signing this Agreement irrevocably consents to and shall submit to such jurisdiction.
- (c) Each party hereto acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation hereof. Each party has been represented by independent counsel in connection with this Agreement.
- (d) Words importing the singular include the plural and vice versa. Words importing gender include all genders. If anything herein is to be done or held on a day that is not a Business Day, the same will be done or held either on the next succeeding Business Day or as otherwise expressly provided in this Agreement.
- (e) The provisions of this Section 28 shall survive the Closings and/or a termination of this Agreement.

**29. Partial Invalidity.**

If any provision of this Agreement is held to be invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The provisions of this Section 29 shall survive the Closings and/or a termination of this Agreement.

**30. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument. This Agreement may be executed by facsimile, which shall be deemed an original for all purposes. In the event this Agreement is executed by the exchange of facsimile copies, the

parties agree to exchange ink-signed counterparts promptly after the execution and delivery of this Agreement. The provisions of this Section 30 shall survive the Closings and/or a termination of this Agreement.

**31. No Third Party Beneficiaries.**

The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any Person or entity other than the parties hereto and the Cedar Related Parties, except as otherwise expressly set forth in Section 33 hereof. The provisions of this Section 31 shall survive the Closings and/or a termination of this Agreement.

**32. Waiver.**

No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be waiver of any other or any subsequent breach hereof. The provisions of this Section 32 shall survive the Closings and/or a termination of this Agreement.

**33. Assignment.**

Without the prior written consent of the other parties hereunder, no party hereto may assign this Agreement or any of its rights or obligations hereunder, and any purported unpermitted assignment shall be null and void. Notwithstanding the foregoing, (a) Cedar shall be permitted to assign this Agreement without the consent of any other party to any entity Controlled, directly or indirectly, by Cedar, provided that any such assignment by Cedar shall not release Cedar of its obligations under this Agreement and (b) RioCan shall have the right to designate either (i) a wholly-owned subsidiary of RioCan or (ii) an entity wholly-owned and Controlled by RioCan and an Institutional Investor and at least fifty-one percent (51%) owned, directly or indirectly, by RioCan and not more than forty-nine percent (49%) owned, directly or indirectly, by such Institutional Investor, to be the RioCan affiliated limited partner in the Partnership, in which case such subsidiary or other entity shall be entitled to the rights and benefits of RioCan under this Agreement and shall be deemed a third party beneficiary of the representations, warranties, certifications, covenants, agreements and indemnities made by Cedar for the benefit of RioCan pursuant to this Agreement, in any event under this clause (b), however, subject to any and all restrictions set forth in the Partnership Agreement and provided that (i) all of the Lenders shall have delivered Loan Approvals expressly permitting such a subsidiary or entity to be a limited partner in the Partnership, (ii) any such designation by RioCan shall not release RioCan of its obligations under this Agreement, and (iii) such designee shall assume all of the obligations of RioCan under this Agreement (including, without limitation, the obligation to pay the Earn-Out Proceeds as and when required hereunder) pursuant to an assumption agreement reasonably satisfactory to Cedar. The provisions of this Section 33 shall survive the Closings and/or a termination of this Agreement.

**34. Binding Effect.**

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns pursuant to the terms and conditions of this Agreement. The provisions of this Section 34 shall survive the Closings and/or a termination of this Agreement.

**35. Entire Agreement.**

This Agreement and the documents herein contemplated to be entered into by the parties sets forth the entire agreement between the parties pertaining to the subject matter hereof and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. The provisions of this Section 35 shall survive the Closings and/or a termination of this Agreement.

**36. Further Assurances.**

After the Closings, the parties hereunder shall from time to time execute and deliver each to the other such documents and instruments and take such further actions as may be reasonably necessary or required to consummate the Transactions contemplated by this Agreement or more effectually implement and carry out the true intent and meaning of this Agreement. The provisions of this Section 36 shall survive the Closings and/or a termination of this Agreement.

**37. Paragraph Headings/Schedules.**

The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement. The provisions of this Section 37 shall survive the Closings and/or a termination of this Agreement. The Schedules referred to in this Agreement are attached to and form part of it.

**38. Waiver of Trial by Jury.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 38 SHALL SURVIVE THE CLOSINGS AND/OR A TERMINATION OF THIS AGREEMENT.

**39. Litigation Costs.**

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, the terms of Section 5), in the event of any litigation arising in connection with this Agreement, the substantially prevailing party shall be entitled to recover from the substantially

non-prevailing party its reasonable legal fees and expenses at trial and all appellate levels. The provisions of this Section 39 shall survive the Closings and/or a termination of this Agreement.

**40. Currency.**

Any and all amounts owing by any party hereto pursuant to this Agreement, shall be paid in lawful currency of the United States of America (i.e. U.S. Dollars). The provisions of this Section 40 shall survive the Closings and/or a termination of this Agreement.

**41. Time of the Essence**

Time shall be of the essence of this Agreement, provided that the time for doing or completing any matter may be extended or abridged by an agreement in writing between the parties hereto or their respective solicitors.

**42. Press Releases.**

Cedar and RioCan agree to consult with each other before issuing any press releases with respect to this Agreement or the Transactions and shall endeavor to agree as to the content of such press releases (which agreement shall not be unreasonably withheld, conditioned or delayed); provided, however, that nothing herein shall be deemed to prevent either party, or their respective affiliates, from issuing any press release if such parties shall believe, in the exercise of its reasonable judgment, that such press release is required to be made by applicable law. The provisions of this Section 42 shall survive the Closings.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**CEDAR:**

**CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, a Delaware limited partnership

By: **Cedar Shopping Centers, Inc.**,  
a Maryland corporation, its general partner

By: \_\_\_\_\_  
Leo S. Ullman  
President

**RIOCAN:**

**RIOCAN HOLDINGS USA INC.**,  
a Delaware corporation

By: \_\_\_\_\_  
Rags Davloor  
Chief Financial Officer

EXHIBIT A

LAND

(see attached)

Property	Exhibit #
Columbus Crossing	A-1
Franklin Village	A-2
Loyal Plaza	A-3
Stop & Shop — Bridgeport	A-4
Blue Mountain Commons	A-5
Sunset Crossing	A-6
Shaw's Plaza	A-7

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**Exhibit "A"**

**File No.: LA03-28577**

**BLOCK 13 S 3 LOT 17, BLOCK 13 S 2 LOT 17  
BLOCK 14 S 1 LOT 61, BLOCK 14 S 2 LOT 76**

ALL THAT CERTAIN real property as shown on a Subdivision Confirmation Plan, prepared by ToDiCroce and Leapson Engineers and Surveyors, dated June 20, 2002, last revised \_\_\_\_\_, 2003, fully described

~~De l e t e r m i n e .~~

Beginning at a point on the Northeastly side of Christopher Columbus Boulevard (200 feet wide), said point being measured North 21 degrees 52 minutes 52 seconds West 1,105.52 feet along the Northeastly side of Christopher Columbus Boulevard from the Northernly side of Snyder Avenue (75 feet wide); thence from said point of beginning the following courses and distances (1) extending North 68 degrees 07 minutes 08 seconds East 70.74 feet to a point; thence (2) on the arc of a circle curving to the left with a radius of 39.00 feet, a delta of 53 degrees 21 minutes 44 seconds and an arc distance of 36.32 feet to a point; thence (3) extending North 14 degrees 45 minutes 24 seconds East 255.41 feet to a point; thence (4) on the arc of a circle curving to the left with a radius of 24.00 feet, a delta of 126 degrees 38 minutes 16 seconds and an arc distance of 53.05 feet to a point; thence (5) extending North 68 degrees 07 minutes 08 seconds East 136.57 feet to a point; thence (6) on the arc of a circle curving to the right with a radius of 199.00 feet, a delta of 16 degrees 51 minutes 43 seconds and a distance of 58.56 feet to a point; thence (7) extending North 84 degrees 58 minutes 53 seconds East 50.45 feet to a point; thence (8) on the arc of a circle curving to the right with a radius of 149.00 feet a delta of 19 degrees 46 minutes 31 seconds and an arc distance of 51.43 feet to a point; thence (9) extending South 75 degrees 14 minutes 36 seconds East 72.37 feet to a point; thence (10) on the arc of a circle curving to the left with a radius of 151.00 feet a delta of 26 degrees 30 minutes 39 seconds and an arc distance of 69.87 feet to a point; thence (11) extending South 78 degrees 14 minutes 00 seconds East 4.48 feet to a point; thence (12) extending North 73 degrees 00 minutes 23 seconds East 95.35 feet to a point; thence (13) extending North 74 degrees 08 minutes 10 seconds East 4.14 feet to a point; thence (14) extending North 78 degrees 14 minutes 00 seconds East 40.11 feet to a point; thence (15) extending South 11 degrees 46 minutes 01 seconds East 73.12 feet to a point; thence (16) extending South 75 degrees 14 minutes 36 seconds East 213.00 feet to a point; thence (17) extending South 84 degrees 04 minutes 34 seconds East 45.03 feet to a point; thence (18) extending North 78 degrees 13 minutes 59 seconds East 16.51 feet to a point; thence (19) extending South 11 degrees 46 minutes 01 seconds East 495.18 feet to a point; thence (20) extending South 14 degrees 45 minutes 24 seconds West 108.95 feet to a point; thence (21) extending North 75 degrees 13 minutes 21 seconds West 1,067.34 feet to a point; thence (22) extending North 21 degrees 52 minutes 52 seconds West 36.00 feet to a point and place of beginning.

CONTAINING 11.31 acres.

- TOGETHER with the benefits of a certain basement Agreement, between Delaware Associates, a Pennsylvania Limited Partnership and The Delaware River Port Authority, dated 4/14/1993 and recorded 7/6/1993 in Deed Book VCS 336 page 318.

TOMBER with the benefits of the Declaration of Reciprocal Basements and Restrictions recorded 4/16/1993 in Deed Book VCS 283 page 292, as amended in First Amendment to Declaration of Reciprocal Basements and Restrictions recorded 7/22/1994 in Deed Book VCS 632 page 376.

MING known as 1851 South Christopher Columbus Boulevard,

BEING Registry 13 S3-17 and 13 S 14 51-2 4 g

BEING the same premises which Wal-Mart Stores, Inc, a Delaware Corporation, by Deed dated 4/27/1999 and recorded 5/10/1999, in Philadelphia County, in First Bank 71713 1033 page 330, granted and conveyed unto Delaware 1851 Associates, L.P. Pennsylvania Limited Partnership, in fee,

12/14  
J



EXHIBIT A

A certain parcel of land located on the southerly side of West Central Street and the easterly side of Interstate Route 495 in the Town of Franklin, Norfolk County, Commonwealth of Massachusetts, said described parcel of land is more particularly shown and described as 1.01-61 on a plan entitled: "Plan of Land in the Town of Franklin, Norfolk County, Massachusetts" prepared by: Guerriere and Halton, Inc, Civil Engineers and Land Survey Consultants Dated: 27 September 2004, recorded in the • Norfolk County District Registry of Deeds on October 26, 2004, at Plan Book 528, Plan no. 84 of 2004, bounded and described as follows:

Beginning at a point on the southerly sideline of said West Central Street, at land (formerly of Eva A. Goldberg) now or formerly of Renaissance Development Corp.; thence running

500°00'04"W a distance of 1086.71 feet by land now or formerly of Renaissance Development Corp., crossing a railroad right of way, to a point on the Centerline of Mine Brook; thence running

Southwesterly by the centerline of said Mine Brook a distance of 1032 feet, more or less (with a tie-line bearing 574°53'31"W a distance of 825.44 feet) to a point on the easterly sideline of said Route 495; thence running

Northwesterly along the arc of a non-tangent curve to the left having a radius of 8125.00 feet an arc length of 206.00 feet (with chord of 205.99 feet bearing N25°24'07"W) along the easterly sideline of said Route 495 to a point at land of Consolidated Rail Corporation; thence running

383°26'26"B a distance of 69.63 feet to a point; thence running

N01°09'16"W a distance of 83.26 feet to a point; thence running

N83°26'26"W a distance of 112.10 feet, the previous three (3) courses being by land now or formerly of said Consolidated Rail Corporation to a point on the easterly sideline of said Route 495; thence running

Northwesterly along the arc of a non-tangent curve to the left having a radius of 8125.00 feet an arc length of 308.95 feet (with a chord of 308.93 feet bearing N27°54'41"W), to a Massachusetts Highway Bound on the easterly sideline of said Route 495; thence running

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N 1 6°25'12"W	a distance of 564.18-feet the previous two courses being along the easterly sideline of said Route 495 to a point at land now or formerly of Setrak O. & Agnes Yergatlan; thence running . '
NO1°53'56"W	a distance of 57.37 feet by land now or formerly of said Setrak O. & Agnes Yergatian to a point at land now or formerly of Henry R. & Doris B. Man; thence running
NO3°50'04"W	a distance of 66.38 feet to a point; thence running
1400°28'56"W	a distance of 59.14 feet the previous two courses by land now or formerly of said Henry R. & Doris B. Mellin to a point on the easterly sideline of said Route 495; thence running
Northeasterly	along the arc of a non-tangent curve to the right having a <i>radius</i> of 160.00 feet an arc length of 48.70 feet (with a chord of 48.51 feet bearing N36°23'43"E) to a point on the southerly sideline of said <i>West</i> Central Street; thence running
N69°46'54"E	a distance of 162.42 feet to a point on the southerly sideline of <i>said West</i> Central Street at land now or formerly of Mobil Oil Corporation; thence running a distance of 130.54 feet to a point; thence running a distance of 165,00 feet to
S0734'50"B	a point; thence running a distance of 75.51 feet to a
1482°25'1 0"E	point; thence running •
NO3°52'42"B	a distance of 64.60 feet the previous four (4) courses being by land now or formerly of said Mobil Oil Corporation to a point on a curve on the southerly sideline of said West Central Street; thence running
N07°34'50"W	Northeasterly along the arc of a curve to the right having a radius of 3564.00 feet an arc length of 127.32 feet (with a chord of 127.31 feet bearing N82°33'48" E) to a point of tangency; thence running
S87°02'11"B	a distance of 108.03 feet to a point; thence running
N85°41'54"E	a distance of 48.28 feet to a point of curvature; thence running
Northeasterly	along the arc of a curve to the right n having a radius of 1148.00 feet an arc length of 73.34 feet (with a chord of 73,33 feet bearing N87°22'06"E) to a point of compound curvature; thence running
Southeasterly	along the are of a curve to the right having a radius of 54.00 feet an arc length of 82,60 feet (with a chord of 74.78 feet bearing 846°25'51 "B) to a point of compound <b>curvature; thence running</b>

- Southeasterly along the arc of a curve to the right having a radius of 74.00 feet an arc length of 6.17 feet (with a chord of 5.85 feet bearing  $SO4^{\circ}14'12''13$ ) to a point; thence running
- S78°01'00E a distance of 109.19 feet to a point on a curve; thence running
- Northeasterly • along the arc of a curve to the left having a radius of 54.00 feet a length of 98.09 feet (with a chord of 85.15 feet bearing  $N45^{\circ}31'48''E$ ) to a point of compound curvature; thence running
- Southeasterly along the arc of a curve to the left having a radius of 954.00 feet an arc length of 255.90 feet (with a chord of 2,255.4 feet bearing  $S74^{\circ}44'149''E$ ) to a point of compound curvature; thence running
- .Southeasterly along the arc of a curve to the left having a radius of 2494.00 feet an arc length of 63.40 feet (with a chord of 63.39 feet bearing  $S66^{\circ}20'03''E$ ) the previous ten (10) courses being along the southerly sideline of said West Central Street to a point on a curve on southerly sideline of said West Central Street at the point of beginning.

The above described land contains 33.664 acres, more or less; excepting the Rail Road Right-of-Way from the above described parcel of land, Lot 81-61 contains an area of 32.066 acres more or less,



OWNER'S TITLE POLICY  
EXHIBIT "A", Legal Description

PARCEL I — Fee Simple:

Loyal Plaza, for The Glimcher Company, Pa. State Highway, State Route No. 2014, (also known as 1915 East Third Street), Loyalsock Township, Lycoming County, Pa.

Beginning at a Drill Hole, at the intersection of the Northern Right-of-way line of Pa. State Highway, State Route No. 2014, (also known as East Third Street), and the Southeastern corner of land of Thomas H. & Virginia MoComiell, said beginning point being South 68 Degrees 00 Minutes 00 Seconds East — 133.00 feet from a point, at the intersection of the Northern Right-of-way line of said Pa. State Highway, State Route No. 2014, (also known as East Third Street), and the Eastern line of Tinsman Avenue.

Thence from the said place of beginning and along the Eastern line of land of said Thomas H. & Virginia McConnell, and along the Eastern line of other Lots facing Tinsman Avenue, the Eastern end. of Homewood Avenue, and the Eastern line of other Lots facing Tinsman Avenue, North 22 Degrees 00 Minutes 00 Seconds East -1000.00 feet to a point, at the intersection of the Eastern line of land of Paul G. Brian, and the Southwestern corner of Parcel No. 2, on the Plan of Loyal Plaza. Thence along the Southern line of said Parcel No. 2, on the Plan of Loyal Plaza, South 68 Degrees 00 Minutes 00 Seconds East — 359.61 feet to a point, at the intersection of the Southeastern corner of said Parcel No. 2, on the Plan. of Loyal Plaza, and the Western line of Litton Industries, Inc. Thence along the Western line of land of said Litton Industries, Inc., South 22 :Degrees 00 Minutes 00 Seconds West — 297.75 feet to a Railroad Spike. Thence along the Southern line of land of said Litton Industries, Inc., the Southern line of land. of Cresticone Inc., Litton Precision Products, Inc., and along the Southern line of land. of Litton Precision Products, Inc., South 68 Degrees 00 Minutes 00 Seconds East — 948 .53 feet to an Iron Pin, at the intersection of the Southeastern corner of land. of said Litton Precision Products, Inc., and the Western line of land of Daniel J. & Karen S. Eiswerth. Thence along the Western line of land • of said Daniel J. & Karen S. Eiswerth, the Western line of land. of Global Space Developing, Inc. the Western end of

Continued—.

OWNER'S TITLE POLICY  
EXHIBIT "A", Legal Description, Continued..

PARCEL I — Fee Simple, Continued.,

Nottingham Road, and the Western line of other Lots facing Westminster Drive, South 02 Degrees 24 Minutes 45 Seconds West — 639.26 feet to an Iron Pin, at the intersection of the Western-line of land. of Williamsport Colonial Motor Lodge, and the Northeastern corner of Parcel No, 3, on the Plan of Loyal Plaza, Thence along the lines of said Parcel No. 3, on the Plan of Loyal Plaza, by the Four (4) following Courses and Distances. First: North 68 Degrees 00 Minutes 00 Seconds West 87.76 feet to a point. Second: South 17 Degrees 24 Minutes 07 Seconds West -26.50 feet to a point; Third: South 68 Degrees 00 Minutes 00 Seconds East — 5.00 feet to a point. Fourth: South 15 Degrees 58 Minutes 10 Seconds West — 168.72 feet to a point, at the intersection of the Southwestern corner of said Parcel No. 3, on the Plan of Loyal Plaza, and the Northern Right-of-way line of the aforesaid. Pa. State Highway, State Route No. 2014, (also known as East Third Street). Thence along the Northern Right-of-way line of said Pa. State Highway, State Route No. 2014, (also known as East Third. Street), North 68 Degrees 00 Minutes 00 Seconds West -1267.06 feet to a Drill Hole, Thence along the lines of land of The Commonwealth of Pennsylvania, Department of Transportation, by the Five (5) following Courses and Distances. First: North 22 Degrees 00 Minutes 00 Seconds East — 8.00 feet to an Iron Pin. Second.: North 68 Degrees 00 Minutes 00 Seconds West — X0.00 feet to an Iron Pin. Third: North 55 Degrees 54 Minutes 19 Seconds West — 42.95 feet to an iron Pin. Fourth: North 68 Degrees 00 Minutes 00 Seconds West - 82.00 feet to an Iron Pin. Fifth: South 22 Degrees 00 Minutes 00 Seconds West — 17.00 feet to a Drill Hole, on The Northern Right-of-way line of the aforesaid Pa. State Highway, State Route No. 2014, (also known as East Thixd.Street). Thence along the Northern Right-of-way line of said Pa. State Highway, State Route No. 2014, (also known as East Third Street), North 68 Degrees 00 Minutes 00 Seconds West — 25.06 feet to the place of beginning. Containing 26,083 Acres.

(Note: Any reference to acreage or square footage is for informational purposes only)

Continued.,



Commonwealth Land Title Insurance Company -  
Date June 28, 2002  
Policy No.: H187868RP  
Escrow No.: 68987

Loyal Plaza.

OWNER'S TITLE POLICY  
Exhibit "A", Legal Description, Continued...

PARCEL II — Fee Simple:

Loyal Plaza, for the Glimcher Company Pa. State Highway, State Route No. 2014 (also known as East Third Street) Loyalsock Township, Lycoming County, Pa.

Beginning at a point, at the intersection of the Eastern line of land of Paul G. 'Chian, and the Northwestern corner of Parcel No. 1, on the Plan of Loyal Plaza, said beginning point being referenced from a point, at the intersection of the Northern line of said Pa. State Highway, State Route No. 2014, (also known as East Third Street), and the Eastern line of Tinsman Avenue, by the Two (2) following Courses and Distances. First: Along the Northern line of Pa, State Highway, State Route No. 2014, (also known as East Third Street), South 68 Degrees 00 Minutes 00 Seconds East 183.00 feet to a Drill Hole, at the intersection of the Northern line of said Pa. State Highway, State Route No. 2014, (also known as East Third Street), and the Southeastern corner of land of Thomas H. & Virginia McConnell. Second: Along the Eastern line of land of said Thomas H. & Virginia McConnell, and along the Eastern line of other Lots facing Tinsman Avenue, the Eastern end of Homewood. Avenue, and the Eastern. line of other Lots facing Tinsman. Avenue, North 22 Degrees 00 Minutes 00 Seconds East .1000.00 feet to the place of beginning. Thence continuing along the Eastern line of land of said Paul G. Urian, and along the Eastern line of other Lots facing Tinsman Avenue, North 22 Degrees 00 minutes 00 Seconds East — 391.60 feet to an **Iron** Pin, at the intersection. of the Northeastern corner of land of James R. & Patricia Wehr, and the Southern line of Catalpa Lane, (unopened). Thence along the Southern line of said Catalpa Lane, (unopened), South 79 Degrees 53 Minutes SO Seconds East — 367,50 feet to an Existing iron Pipe, at the intersection of the Southern line of said Catalpa Lane, (unopened.), and the Northwestern corner of land of Cresticone, Inc., Litton Precision Products, Inc., Thence along the Western line of said Cresticone, Inc., Litton Precision Products, Inc., and along the Western line of Litton Industries, Inc., South 22 Degrees 00 Minutes 00 Seconds West 467.83 feet to a point, at the intersection of the Western line of land of

Continued...

(Page 15 of 17 Pages)

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OWNER'S TITLE POLICY  
EXHIBIT "A", Legal Description, Continued-

PARCELL II — Fee Simple, Continued...:

said Litton Industries, Inc., and the Northeastern corner of the aforesaid Parcel No. 1, on the Plan of Loyal Plaza, Thence along the Northern line of Parcel No. 1, on the Plan of Loyal Plaza, North 68 Degrees 00 Minutes 00 Seconds West — 359,61 feet to the place of beginning. Containing 3.545 Acres.

(Note; Any reference to acreage or square footage is for informational purposes only)

Parcel I and Parcel II BEING the same premises which Williamsport Plaza Associates, L.P. , by Deed dated. January 17, 1994 and recorded February 26, 1994, in Record. Book 2216 Page 172 {See Tab 41}, at Lycoming County, Pennsylvania, granted and conveyed. unto Glinicher Centers Limited Partnership, in fee.

PARCEL III — Leasehold:

ALL THAT CERTAIN messuage or tenement and tract of land, situate in the Township of Loyalsock, County of Lycoming and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Northerly right of way line of Pennsylvania Highway Traffic Route Number 220, also known as East Third Street, said beginning point being measured South 68 degrees East 1559.11 from the intersection of the Northerly right of way line of Tinsman Avenue; thence along lands of M. M. Goodman and Company the following four courses and distances: (1) North 15 degrees 56 minutes 10 seconds East 168.72 feet to an iron pin; (2) North 68 degrees 00 minutes 00 seconds West 5.00 feet to an iron pin; (8) North 17 degrees 24 minutes 07 seconds East 26.50 feet to an iron pin; (4) South 68 degrees 00 minutes 00 seconds East 87.76 feet to an iron pin; thence along other lands of R. M. Zaner South 2 degrees 24 minutes 46 seconds West 206.12 feet to an iron pin in the aforementioned North legal right of way line of Pennsylvania Highway Traffic Route No, 220; thence along said North legal right of way line North 68 degrees 00 minutes 00 seconds West 131.92 feet to the place of beginning.

Continued...

OWNER'S TITLE POLICY  
EXHIBIT "A", Legal Description, Continued,.

PARCEL III — Leasehold and Sub Leasehold, Continued...;

CONTAINS 21,038 square feet of land more or less or 0A83 acre.

(Note: Any reference to acreage or square footage is for informational purposes only)

Note: Fee Simple Title as to Parcel III only *is* vested in First Union Bank successor to Meridian Trust Company, successor Executor to Commonwealth Bank and Trust Company, N.A., under the will of Robert M. Zaner, deceased, Said fee estate is not encumbered by any mortgages of public record, as of the effective date herein.

PARCEL IV — Easement

Together with those rights and easements constituting rights in real property created defined and limited by that certain Lease from Robert M. Zaner and Ruth S., his wife, Lessor to Murray H. Goodman, Lessee, dated jemmy 15, 1963, a Memorandum of which is recorded February 21, 1963 in Deed Book 492, Page 1142 (See Tab 8), and described as follows:

BEGINNING at an iron pin, said iron pin being South 68 degrees 00 minutes 00 seconds East 1198.39 feet from a concrete monument at the Southwest corner of lands of M. H. Goodman and Company and in the North legal right of way line of U.S Route 220, also know as East Third Street; thence along land of R. M. Zaner the following three courses and. distances (1) North 2 degrees 24 minutes 45 seconds East 150.00 feet to a point; (2) South 47 degrees 35 minutes 15 seconds East at 20,00 feet to a point; (8) South 2 degrees 24 minutes 45 seconds West 156.70 feet to a point; thence along the aforementioned North legal right of way line North 68 degrees 00 minutes 00 seconds West 21.28 feet to the place of beginning.

CONTAINS 3.037 square feet of land more or less.

(Note: Any reference to acreage or square footage is for informational purposes only)



**Exhibit A continued**

**Policy Number:** C300117937

**46-56 Albion Avenue (Fee interest held by Bridgeport Housing Authority)**

**ROLO PARCEL (Right of Last Offer Parcel)**

**THE AMOUNT OF INSURANCE ALLOCATED TO THIS PARCEL IS LIMITED TO \$25,000.00**

That certain piece or parcel of land, together with the buildings and improvements thereon, situated on Andover Street and Albion Street in the City of Bridgeport, County of Fairfield and State of Connecticut, being shown on a map entitled "Plan prepared for Evergreen Apartments The Housing Preservation Association 45 56, 25 109 Albion Street Bridgeport, Conn. Boundary Survey Scale 1" = 40' Date 2 26 87 Revised to 11 17 87 File no. 870055 Sheet 1 of 1 Meehan Associates Consulting Engineers Land Surveyors, P.C., 387 North Main Street Manchester, CT, 06040" which map is to be filed in the Bridgeport City Clerk's Office and reference to which is hereby made.

Said Premises are more particularly bounded and described as follows:

Commencing at a point on the westerly street line of Andover Street said point being 427.47 feet southerly of the intersection of the westerly street line of said Andover Street and the southerly street line of Fairfield Avenue and which point marks the southeasterly corner of land now or formerly of Rev. John H. Griffin and the northeasterly corner of the herein described parcel; the line runs thence S 37° 08' 25" E along said Andover Street a distance of 130.75 feet to a point; thence running N 52° 51' 35" E along said Andover Street a distance of 25.00 feet to land now or formerly of Hardy and Penkoff; thence running S 37° 08' 25" E along said Hardy, et al. a distance of 109.25 feet to a point; thence running S 52° 51' 35" W along said Hardy, et al. a distance of 225.00 feet to the easterly street line of Albion Street; thence N 37° 08' 25" W along said easterly street line of Albion Street a distance of 240.00 feet to land now or formerly of Alfred Bowes, Jr.; thence running N 52° 51' 35" E along said Bowes and land of said Rev. John H. Griffin, partly by each, a distance of 200.00 feet to the point and place of commencement,

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**EXHIBIT "A"**

Legal Description of Property

**TRACT I**

BEGINNING at an iron pin in the centerline of Old Linglestown Road at the dividing line of land now or formerly of Victor Yori and the subject premises, said pin also being located on the western side of a 30 foot wide access right-of-way through the subject premises: Thence by line of land now or formerly of Victor Yori and land now or formerly of Edward W. Major and land of Deer Path Woods Development North 09 degrees 34 minutes 45 seconds West 570.71 feet to an iron pin; Thence continuing by land of Deer Path Woods Development North 09 degrees 13 minutes 37 seconds East 622.45 feet to a point; Thence by land of Latsha Improvement Company North 88 degrees 18 minutes 20 seconds East 430.00 feet to a point; Thence by same North 09 degrees 13 minutes 37 seconds East 330.00 feet to a point; Thence by line of land now or formerly of Harrisburg Motorcycle Club, and land now or formerly of the Harrisburg Police Association North 88 degrees 18 minutes 20 seconds East 760.10 feet to an iron pin on line of land now or formerly of Mervin E. Resnick, said pin also being located on the eastern edge of a stream; Thence by line of land now or formerly of Mervin W. Resnick South 10 degrees 2.1 minutes 52 seconds West 53.35 feet to an iron pin in a stream; Thence by land of Norman B. Leventhal (Pheasant Ridge Estates, Phase II Recorded in Plan Book A, Volume 3, Page 53), and being formerly part of this tract and along and through a stream South 04 degrees 36 minutes 50 seconds West 149.53 feet to a point; Thence continuing by same and along a stream South 65 degrees 21 minutes 16 seconds East 52.68 feet to a point; Thence by same South 37 degrees 03 minutes 14 seconds West 264.01 feet to a point; Thence by same South 33 degrees 20 minutes 44 seconds West 128.80 feet to a point; Thence by same South 03 degrees 35 minutes 44 seconds West 54.59 feet to a point; Thence by same South 36 degrees 15 minutes 44 seconds West 146.14 feet to a point; Thence by same and by land of Pheasant Hill Estates Associates (Pheasant Hill Estates, Phase I Recorded in Plan Book A, Volume 3, page 52) and continuing along and through a stream South 14 degrees 29 minutes 14 seconds West 80.69 feet to an iron pin; Thence by same South 64 degrees 55 minutes 44 seconds West 70.43 feet to an iron pin; Thence by same South 15 degrees 28 minutes 11 seconds West 94.25 feet to an iron pin; Thence by same North 83 degrees 26 minutes 33 seconds West 54.93 feet to an iron pin; Thence by same South 07 degrees 48 minutes 37 seconds West 229.58 feet to an iron pin; Thence by same South 23 degrees 50 minutes 31 seconds West 63.79 feet to an iron pin; Thence by same South 10 degrees 21 minutes 59 seconds East 64.69 feet to an iron pin; Thence by same South 15 degrees 58 minutes 56 seconds West 122.10 feet to an iron pipe; Thence by land now or formerly of Stephan G. Kanoff and continuing through said stream South 28 degrees 56 minutes 09 seconds West 126.84 feet to a P.K. nail in the centerline of Old Linglestown Road at the center of a bridge; Thence by the centerline of Old Linglestown Road North 84 degrees, 24 minutes, 14 seconds West 69.33 feet to a P.K. nail; Thence continuing by said centerline South 89 degrees 36 minutes 37 seconds West 123.44 feet to a P.K. nail; Thence continuing through said centerline South 82 degrees 34 minutes 56 seconds West 461.25 feet to an iron pin, the place of beginning.

CONTAINING 30.0990 acres and having thereon erected a single story concrete building known and numbered as 2300 Linglestown Road.

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The above described premises is pursuant to a boundary survey performed by ACT ONE Consultants, Inc., dated November 21, 1994.

SUBJECT to a 30 foot wide access right-of-way containing a 12 foot wide gravel road for ingress and egress in favor of the Harrisburg Motorcycle Club and the Harrisburg Police Associates, their heirs and assigns,

SUBJECT ALSO to certain Maintenance Agreement considerations for the above mentioned access road as set forth in Deed Book "U", Vol. 33, page 263, and Deed Book "Q", Vol. 34, page 475,

SUBJECT ALSO to a Pennsylvania Power & Light Company overhead electric line right-of-way as set forth in Misc, Book "P", Vol. 7, page 51 and shown on plan recorded in Plan Book "Q", page 30.

SUBJECT ALSO TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

BEING THE REMAINING LAND of the same premises which John Phillip Felty and Zelma M. Felty, his wife by their deed dated April 29, 1953 and recorded in the Office of the Recorder of Deeds in Dauphin County in Deed Book "E", Vol. 37, page 127 granted and conveyed unto Earl D. Latsha.

ALSO BEING the property which Earl. D. Latsha, joined by his spouse, Belle H. Latsha, by their Deed dated September 7, 1995 and recorded in the Office of the Recorder of Deeds for the County of Dauphin on September 11, 1995, in Record Book 2474, Page 565 granted and conveyed unto The Ainjar Trust.

ALSO BEING the property to which 3.1986 acres of vacant land was consolidated into 2300 Linglestown Road (Tax Parcel #62-013-010) by Deed on January 23, 1996 and recorded in the Office of the Recorder of Deeds for the County of Dauphin in Book 2548, Page 456.

ALSO BEING the property that was transferred by The Ainjar Trust, Grantor, to The Lorenzo Trust, Grantee, by Deed dated December 13, 2004 and recorded in the Office of the Recorder of Deeds for the County of Dauphin in Book 5802, Page 146, Grantor herein,

*TRACT 2*

BEGINNING at a point at the dividing line of land of Earl D. Latsha and land of Latsha Improvement Company at the western side of a gravel lane; Said point also being located 1193.16 feet north of an iron pin located on the north side of Linglestown Road (Rt. 39); Thence by land of Deer Path Woods Development North 09 degrees 13 minutes 37 seconds East 330.00 feet to an iron pin at a rotted cherry stump, Thence by land now or formerly of Harrisburg Motorcycle Club North 88 degrees 18 minutes 20 seconds East 430.00 feet to a point; Thence by land of Earl D. Latsha South 09 degrees 13 minutes 37 seconds West 330.00 feet to a point;

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Thence by same South 88 degrees, 18 minutes, 20 seconds West 430.00 feet to a point, the place of beginning.

Containing 3.1986 acres of vacant land.

The above described premises is pursuant to a boundary survey performed' by ACT ONE Consultants, Inc., dated November 21, 1994.

SUBJECT to a 30 foot wide access right-of-way containing a 12 foot wide gravel road for ingress and egress in favor of the Harrisburg Motorcycle Club and the Harrisburg Police Associates, their heirs and assigns.

SUBJECT ALSO to certain Maintenance Agreement 'considerations for the above mentioned access road as set forth in Deed Book "U", Vol. 33, page 263, and Deed Book "Q", Vol. 34, page 475,

SUBJECT ALSO to a Pennsylvania Power & Light Company overhead electric line right-of-way as set forth in Misc. Book 'P', Vol. 7, page 51 and shown on plan recorded in Plan Book "Q", page 30.

SUBJECT ALSO TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

BEING the same premises which John Phillip Felty and Zelma M. Felty, his wife by their deed dated June 2, 1958 and recorded in the Office of the Recorder of Deeds in Dauphin County in Deed Book "H", Vol. 43, page 277 granted and conveyed unto Latsha Improvement Company.

ALSO BEING the property which Earl Latsha Lumber Co., successor to the interest of Latsha Improvement Company, by its Deed dated September 7, 1995 and recorded in the Office of the Recorder of Deeds for the County of Dauphin on September 11, 1995, in Record Book 2474, Page 561 granted and conveyed unto The Ainjar Trust.

ALSO BEING the 3.1986 acres of vacant land that was consolidated into 2300 Linglestown Road (Tax Parcel #62-013-010) by Deed on January 23, 1996 and recorded in the Office of the Recorder of Deeds for the County of Dauphin in Book 2548, Page 456.

ALSO BEING the property that was transferred by The Ainjar Trust, Grantor, to The Lorenzo Trust, Grantee, by Deed dated December 13, 2004 and recorded in the Office of the Recorder of Deeds for the County of Dauphin in Book 5802, Page 146, Grantor herein,

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**Exhibit A**

Policy Number:165-78633

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being in the Borough of Dickson City, 'agility of Lackawanna and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Main Street, said point also being at the division line between the lands, now or formerly of SADG-11 Associated, L.P. and the lands, now or formerly of Gerard and Sophia Fives;

THENCE, along said southeasterly right-of-way of Main Street, North 61 degrees 18 minutes 00 seconds East, 142.00 feet, to a point at the division line between said lands, now or formerly of SADG-11 Associates, L.P. and the lands, now or formerly of Carrier Coal Enterprises, L.P.;

THENCE, along said division line between the lands, now or formerly of SADG-11 Associates, L.P., and the lands, now or formerly of Carrier Coal Enterprises, L.P., South 22degrees 37 minutes 52 seconds East, 107.35 feet, to a point;

THENCE, through said lands, now or formerly of Carrier Coal Enterprises, L.P., Carrier Coal Company, Inc., and others, the following 7 courses and distances:

1. South 33 degrees 01 minutes 00 seconds East, 66.00 feet, to a point; thence
2. South 56 degrees 50 minutes 00 seconds West, 15.28 feet, to a point; thence
3. South 33 degrees 01 minutes 00 seconds East, 320.34 feet to the point of curvature; thence
4. Along a curve to the right having a radius of 295.00 feet, and a length of 213.76 feet, to the point of tangency; thence
5. South 8 degrees 30 minutes 05 seconds West, 149.30 feet, to a point; thence
6. South 56 degrees 59 minutes 00 seconds West, 439.60 feet, to a point; thence
7. North 33 degrees 01 minutes 00 seconds West, 893.00 feet, to a point, at the original northwesterly division line between the lands, now or formerly of Mid-Valley Fuel Sales, inc. and other; thence

ALONG said original northwesterly division line between the lands, now or formerly of Mid-Valley Fuel Sales, Inc., and other, the following 2 courses and distances:

1. North 56 degrees 59 minutes 00 seconds East, 354.93 feet, to a point; thence
2. North 56 degrees 50 minutes 00 seconds East, 140.86 feet, to a point at the division line between the lands, now or formerly of SADG-11 Associates, L.P. and the lands, now or formerly of Gerard and Sophia Fives; thence,

Along said division line between the lands, now or formerly of SADG-11 Associates, L.P. and the lands, now or formerly of Gerard and Sophia Fives, North 28 degrees 14 minutes 08 seconds West, 117.03 feet, to the point of beginning.

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EXHIBIT "A"

Parcel One:

New Lot 1 and New Lot 3 as shown on a plan entitled "ANR-Form A Lot Line Change, Nos 266, 270 and 300 Route 44 In Raynham, Mass.", dated October 4, 2001 by Norwood Engineering Co., Inc., Consulting Engineers — Land Surveyors, recorded with said Deeds in Plan Book 403, Page 45.

Parcel Two:

New Lot 2 as shown on a plan entitled "ANR-Form A Lot Line Change, Nos 266, 270 and 300 Route 44 in Raynham, Mass.", dated October 4, 2001 by Norwood Engineering Co., Inc., Consulting Engineers — Land Surveyors, recorded with said Deeds in Plan Book 403, Page 45.

Together with the benefits of appurtenant easements as set forth in Cross Easement, Development and Operating Agreement dated June 18, 1985, by and between Ames Opp Stores, Inc., and David Aitschuler, Trustee, recorded with said Deeds in Book 2733, Page 87, as affected by First Amendment to Cross Easement, Development & Operating Agreement, dated July 1, 1998, recorded with said Deeds in Book 6388, Page 133, in accordance with the terms thereof.

Together with the benefits of appurtenant easements as set forth in Cross Easement Agreement dated June 18, 1985, by and between Ames Opp Stores, Inc., and David Aitschuler, Trustee, recorded with said Deeds in Book 2733, Page 87, in accordance with the terms thereof.

PROHIBITED

**EXHIBIT B**

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**AGREEMENT OF LIMITED PARTNERSHIP  
OF  
[CR] L.P.**

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Dated as of \_\_\_\_, 2009

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THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS

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AMENDED, OR UNDER THE DELAWARE SECURITIES ACT, OR OTHER SIMILAR FEDERAL OR STATE STATUTES OR AGENCIES IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AS PROVIDED IN THOSE STATUTES. THE SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION OF ANY PARTNERSHIP INTEREST IS RESTRICTED IN ACCORDANCE WITH THE PROVISIONS OF THIS LIMITED PARTNERSHIP AGREEMENT, AND THE EFFECTIVENESS OF ANY SUCH SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION MAY BE CONDITIONED UPON, AMONG OTHER THINGS, RECEIPT BY THE GENERAL PARTNER OF THE PARTNERSHIP OF AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE, ACQUISITION, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT AND OTHER APPLICABLE FEDERAL OR STATE STATUTES. BY ACQUIRING THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT, EACH PARTNER REPRESENTS THAT IT WILL NOT SELL, ACQUIRE, ASSIGN, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHERWISE DISPOSE OF A PARTNERSHIP INTEREST WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID STATUTES AND RULES AND REGULATIONS THEREUNDER AND THE TERMS AND PROVISIONS OF THIS LIMITED PARTNERSHIP AGREEMENT.

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**Exhibits**

**EXHIBIT A PROPERTY MANAGEMENT AGREEMENT**

**EXHIBIT B PROPERTY INFORMATION**

**EXHIBIT C EXCLUDED PARTIES**

**AGREEMENT OF LIMITED PARTNERSHIP OF [CR] L.P.**, dated as of \_\_, 2009, by and among \_\_\_\_ LLC, a Delaware limited liability company having an office at 44 South Bayles Avenue, Port Washington, New York, 11050, as the initial General Partner (as hereinafter defined), and LLC, a Delaware limited liability company having an office at 44 South Bayles Avenue, Port Washington, New York 11050, and **RIOCAN HOLDINGS USA INC.**, a Delaware corporation, having an office at c/o RioCan Real Estate Investment Trust, RioCan Yonge Eglinton Centre, 2300 Yonge St., Suite 500, P.O. Box 2386, Toronto, Ontario, M4P 1E4, as the initial Limited Partners (as hereinafter defined), pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, Title 6 of the Delaware Code, Section 17-101 *et. seq.* (as amended from time to time, including any successor thereto, the "**Delaware Act**"). Capitalized terms used herein are defined in Section 1.8 below or as elsewhere provided herein.

**WHEREAS**, the Partners desire to form a limited partnership pursuant to the provisions of the Delaware Act and to constitute themselves a limited partnership for the purposes set forth in Section 1.6 of this Agreement; and

**WHEREAS**, each Partner desires to make its respective capital contributions to the Partnership as described in this Agreement and to be a Partner of the Partnership.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I GENERAL  
PROVISIONS**

**1.1 Formation.**

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- (a) The General Partner has caused the Partnership to be formed pursuant to the provisions of the Delaware Act and on the terms and conditions set forth in the Certificate. The rights and liabilities of all Partners shall be as provided under the Delaware Act, the Certificate and this Agreement. To the extent permitted by applicable law, the provisions of this Agreement shall override the provisions of the Delaware Act in the event of any inconsistency or contradiction between them.
- (b) In order to maintain the Partnership as a limited partnership under the laws of the State of Delaware, the Partnership shall, from time to time, take appropriate action, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by or desirable under law, including, without limitation, action to reflect:
  - (i) any change in the Partnership name; or
  - (ii) any correction of false or erroneous statements in the Certificate or the desire of the Partners to make a change in any statement therein in order that it shall accurately represent the agreement among the Partners.
- (c) Each necessary Partner shall further execute, and the Partnership shall file and record (or cause to be filed and recorded) and shall publish, if required by law, such other and further certificates, statements or other instruments as may be necessary or desirable under the laws of the State of Delaware or the state in which any of the Portfolio Investments is located in connection with the Partnership carrying on of its business. The General Partner shall be an authorized person of the Partnership for purposes of any filings under the Delaware Act and shall be authorized to execute and deliver on behalf of the Partnership any of the foregoing certificates.

#### **1.2 Name.**

The name of the Partnership is "[CR] L.P." All business of the Partnership shall be conducted under the name of the Partnership and title to all property, real, personal, or mixed, owned by or leased to the Partnership shall be held in such name.

#### **1.3 Principal Office.**

The principal place of business and office of the Partnership shall be located at 44 South Bayles Avenue, Port Washington, New York 11050 or at such other place or places in the United States as the General Partner may from time to time designate. The Partnership may have such additional offices and places of business as may be established at such other locations as may be determined from time to time by the Partners. The Partnership shall keep its books and records at its principal office. The General Partner shall give prompt notice to each Limited Partner of any change in the location of the Partnership's principal office.

#### **1.4 Registered Office and Registered Agent.**

The street address of the registered office of the Partnership in the State of Delaware is at 1209 Orange Street, Wilmington, Delaware 19801, or such other place in the State of Delaware as may from time to time be designated by the General Partner in accordance with the Delaware Act, and the Partnership's registered agent at such address is Corporation Trust Company. The General Partner shall promptly notify the Limited Partners of any change in the registered office or registered agent of the Partnership.

#### **1.5 Qualification.**

The General Partner shall qualify the Partnership to do business or become licensed in each jurisdiction where the activities of the Partnership make such qualification or licensing necessary or where failure to so qualify or become licensed would have an adverse effect on the limited liability of the Limited Partners.

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#### 1.6 Purpose.

- (a) The purpose and business of the Partnership shall be to (i) directly or indirectly, through one or more Property Owners, acquire, own and hold the Initial Properties and other Portfolio Investments, and in connection therewith, finance, own, operate, lease, develop, construct, redevelop, manage, dispose of (in whole or in part) and otherwise deal with the Initial Properties and any Partnership Assets acquired, directly or indirectly, by the Partnership in accordance with the terms hereof, (ii) engage in activities incidental or ancillary thereto; and (iii) engage in any other lawful acts or activities consistent with the terms of this Agreement and the foregoing for which limited partnerships may be organized under the Delaware Act.
- (b) The Partnership shall not engage in any other business or activity without the prior written consent of all the Partners.

#### 1.7 Term.

The term of the Partnership (the “**Term**”) commenced on the filing of the Certificate with the Secretary of State of the State of Delaware and shall continue until December 31, 2059, unless sooner terminated pursuant to the provisions hereof. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate in the manner required by the Delaware Act.

#### 1.8 Definitions.

For the purpose of this Agreement, the following terms shall have the following meanings:

“**\$**” or “**U.S. Dollars**” shall mean the official currency of the United States of America.

“**Accountant**” shall have the meaning ascribed thereto in Section 8.4.

“**Adjusted Capital Account**” means, with respect to any Partner, the balance, if any, in such Partner’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the adjustments set forth herein and the following adjustments:

- (a) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) Debit to such Capital Account the items described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations to the extent relevant thereto and shall be interpreted consistently therewith.

“**Advisory Board**” shall mean the advisory board of the Partnership established pursuant to Section 6.2(a).

“**Advisory Board Member**” shall have the meaning ascribed thereto in Section 6.2(a).

“**Affiliate**” shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person. No Limited Partner shall be deemed to be an “Affiliate” of the Partnership or the General Partner solely by reason of being a Limited Partner of the Partnership.

“**Agreement**” shall mean this Agreement of Limited Partnership, as amended from time to time in accordance with the terms hereof.

“**Applicable Contributions**” shall have the meaning ascribed thereto in Section 2.2(d)(vii).

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“**Approved Budget**” shall mean the annual budget for each Portfolio Investment for the applicable Fiscal Year prepared by the applicable Property Manager pursuant to and in accordance with its Property Management Agreement that has been approved by the Advisory Board.

“**Approved Investment Structure**” shall mean the acquisition of Portfolio Investments, directly or indirectly, through REIT Property Subsidiary pursuant to the terms of this Agreement and/or the Purchase and Sale Agreement, as applicable.

“**Approved Leasing Plan**” shall mean the leasing plan for each Portfolio Investment for the applicable Fiscal Year prepared by the applicable Property Manager pursuant to and in accordance with its Property Management Agreement that has been approved by the Advisory Board.

“**Bankruptcy Event**” means, with respect to any Person, the occurrence of any of the following events: (i) the filing by it of a voluntary petition in bankruptcy, (ii) an adjudication that it is bankrupt or insolvent unless such adjudication is stayed or dismissed within sixty (60) days, or the entry against it of an order for relief of debtors in any bankruptcy or insolvency proceeding unless such order is stayed or dismissed within ninety (90) days, (iii) the filing by it of a petition or an answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (iv) the filing by it of an answer or other pleading admitting or failing to contest the material allegations of the petition filed against it in any proceeding of the nature described in the preceding clause (iii), (v) its seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets, or (vi) the failure within ninety (90) days after the commencement of any proceeding against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, to have the proceeding stayed or dismissed, or the failure within one hundred twenty (120) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of it or of all or any substantial part of its assets to have such the appointment vacated or stayed, or the failure within ninety (90) days after the expiration of any such stay to have the proceeding dismissed or the appointment vacated, or (vii) such party generally shall be unable to pay, or shall admit in writing its inability to pay, its debts as they become due.

“**Bonus Percentage**” shall have the meaning ascribed thereto in Section 2.2(d)(vii).

“**Business Day**” means any day other than Saturday, Sunday or any other day on which banks or savings and loan associations in New York, New York are not open for business.

“**Buy Sell Applicable Purchase Price**” shall have the meaning ascribed thereto in Section 9.4(a).

“**Buy Sell Deposit**” shall have the meaning ascribed thereto in Section 9.4(c).

“**Buy Sell Election Date**” shall have the meaning ascribed thereto in Section 9.4(b).

“**Buy Sell Exercise Period**” means (a) with respect to the Cedar Partners, any time on or after (i) the third (3<sup>rd</sup>) anniversary of the date of this Agreement, or (ii) a Change of Control with respect to RioCan, or (iii) the removal of Cedar GP as the General Partner pursuant to Section 9.10 hereof or (iv) the removal of Cedar Operating Partnership (or its Affiliate) as a Property Manager by reason of a Cause Event (as defined in the applicable Property Management Agreement), and (b) with respect to RioCan, any time on or after (i) the third (3<sup>rd</sup>) anniversary of the date of this Agreement, or (ii) a Change of Control with respect to the Cedar Partners, or (iii) the removal of Cedar GP as the General Partner pursuant to Section 9.10 hereof or (iv) the removal of Cedar Operating Partnership (or its Affiliate) as a Property Manager by reason of a Cause Event (as defined in the applicable Property Management Agreement).

“**Buy Sell Interests**” shall have the meaning ascribed thereto in Section 9.4(a).

“**Buy Sell Notice**” shall have the meaning ascribed thereto in Section 9.4(a).

“**Buy Sell Offeree**” shall have the meaning ascribed thereto in Section 9.4(a).

“**Buy Sell Offeror**” shall have the meaning ascribed thereto in Section 9.4(a).

“**Call Amounts**” shall have the meaning ascribed thereto in Section 2.2(c)(i).

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“**Call Notice**” shall have the meaning ascribed thereto in Section 2.2(c)(i).

“**Capital Account**” shall mean, with respect to each Partner, an account to be maintained by the Partnership in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) and Section 3.2 of this Agreement.

“**Capital Contribution**” shall mean, with respect to any Partner, the amount of money and the Gross Asset Value of any property (other than money) contributed or deemed contributed by such Partner to the capital of the Partnership (for Portfolio Investments or otherwise, in each case, in accordance with this Agreement) (net of any liabilities secured by such property or to which such property is otherwise subject, or otherwise assumed by the Partnership in connection with the acquisition of such property).

“**Capital Expenditures**” means for any period, the amount expended for items capitalized under GAAP.

“**Capital Transaction**” means any of the following: (a) a sale, transfer or other disposition of all or a portion of any Partnership Asset (other than tangible personal property that (i) is not sold, transferred or otherwise disposed in connection with the sale, transfer or other disposition of a fee interest or leasehold interest in real property and (ii) is otherwise sold, transferred or disposed in the ordinary course of business); (b) any condemnation or deeding in lieu of condemnation of all or a portion of any Partnership Asset; (c) any financing or refinancing of any Partnership Asset or other financing obtained by the Partnership or any of its Subsidiaries; (d) the receipt of proceeds due to any fire or other casualty to any Portfolio Investment or any other Partnership Asset; and (e) any other transaction involving Partnership Assets, in each case the proceeds of which, in accordance with GAAP, are considered to be capital in nature.

“**Cause Event**” means, with respect to any Partner, the occurrence of any of the following events: (a) such Partner committed fraud, willful misconduct or gross negligence in the performance of its duties and obligations under this Agreement; (b) such Partner is in material default in the performance or observance of any of its covenants or obligations under this Agreement, which default continues uncured for a period of sixty (60) days after written notice to such Partner, provided, that if such default is not reasonably susceptible of being cured with such sixty (60) day period and such Partner shall have commenced a cure of such default within such sixty (60) day period and is diligently pursuing a cure of such default, such Partner shall have such additional time as is reasonably necessary to cure such default; (c) in the case of either Cedar Partner only, the Cedar Partners shall not be under common Control; (d) in the case of either Cedar Partner only, if the Property Manager is under common Control with the Cedar Partners, the removal of the Property Manager by reason of a “Cause Event” pursuant to the terms of a Property Management Agreement; or (e) any Bankruptcy Event with respect to such Partner. Notwithstanding the foregoing, in no event shall any default under Section 2.2 (including, without limitation, a Default), 9.4 or 9.5 of this Agreement constitute or give rise to a Cause Event.

“**Cedar Direct Contribution**” shall have the meaning ascribed thereto in Section 2.2(e).

“**Cedar GP**” means \_\_\_\_ LLC, a Delaware limited liability company, and its permitted successors and assigns hereunder.

“**Cedar LP**” means \_\_\_\_ LLC, a Delaware limited liability company, and its permitted successors and assigns hereunder.

“**Cedar Operating Partnership**” means Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership.

“**Cedar Partners**” means Cedar GP and Cedar LP.

“**Certificate**” means the Certificate of Limited Partnership for the Partnership that complies with Section 17-201 of the Delaware Act dated [\_\_\_\_\_] filed with the Secretary of State of the State of Delaware pursuant to Section 17-206 of the Delaware Act, as the same may be amended and restated.

“**Change of Control**” shall mean, (a) with respect to the Cedar Partners, if (i) either of the Cedar Partners shall no longer be Controlled or at least fifty-one percent (51%) owned, directly or indirectly, by CSCI; (ii) there shall be consummated (x) any consolidation or merger of CSCI in which CSCI is not the continuing or surviving corporation or pursuant to which the stock of CSCI would be converted into cash, securities or other

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property, other than a merger or consolidation of CSCI in which the holders of CSCI's stock immediately prior to the merger or consolidation hold more than fifty percent (50%) of the stock or other forms of equity of the surviving corporation immediately after the merger or (y) any sale, lease, exchange or other transfer (in one transaction or series of related transactions) of all, or substantially all, the assets of CSCI; (iii) the board of directors of CSCI approves any plan or proposal for liquidation or dissolution of CSCI; or (iv) any Person acquires more than twenty-five percent (25%) of the issued and outstanding common stock of CSCI; and (b) with respect to RioCan, if (i) RioCan shall no longer be Controlled and at least fifty-one percent owned, directly or indirectly, by RioCan REIT; (ii) any direct or indirect interests in RioCan (other than direct or indirect interests in RioCan REIT) are held by any Person that is not an Institutional Investor; (iii) there shall be consummated (x) any consolidation or merger of RioCan REIT in which RioCan REIT is not the continuing or surviving corporation or pursuant to which the units of RioCan REIT would be converted into cash, securities or other property, other than a merger or consolidation of RioCan REIT in which the holders of RioCan REIT's units immediately prior to the merger or consolidation hold more than fifty percent (50%) of the units or other forms of equity of the surviving corporation immediately after the merger or (y) any sale, lease, exchange or other transfer (in one transaction or series of related transactions) of all, or substantially all, the assets of RioCan REIT; (iv) the board of directors of RioCan REIT approves any plan or proposal for liquidation or dissolution of RioCan REIT; or (v) any Person acquires more than twenty-five percent (25%) of the issued and outstanding units of RioCan REIT.

“**Closing**” shall mean the execution and delivery of this Agreement by the General Partner and the Limited Partners.

“**Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“**Confidential Information**” shall have the meaning ascribed thereto in Section 12.2(b).

“**Consent Notice**” shall have the meaning ascribed thereto as defined in Section 6.3(c).

“**Control**” means with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms “**Controlling**” and “**Controlled**” have the meanings correlative to the foregoing.

“**CSCI**” means Cedar Shopping Centers, Inc., a Maryland corporation.

“**Default**” shall have the meaning ascribed thereto in Section 2.2(d)(i).

“**Default Contribution**” shall have the meaning ascribed thereto in Section 2.2(d)(v).

“**Default Contribution Notice**” shall have the meaning ascribed thereto in Section 2.2(d)(v).

“**Default Loan**” shall have the meaning ascribed thereto in Section 2.2(d)(ii).

“**Default Loan Maturity Date**” shall have the meaning ascribed thereto in Section 2.2(d)(iii).

“**Default Loan Rate**” means eighteen percent (18%) per annum, compounded monthly.

“**Defaulting Partner**” shall have the meaning ascribed thereto in Section 2.2(d)(i).

“**Defaulting Partner Contribution**” shall have the meaning ascribed thereto in Section 2.2(d)(ii).

“**Delaware Act**” shall have the meaning ascribed thereto in the Preamble.

“**Depreciation**” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis. If any asset shall have a zero adjusted basis for federal income tax purposes, Depreciation shall be determined utilizing

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any reasonable method selected by the Partners.

“**Dissolution Event**” shall have the meaning ascribed thereto in 10.1.

“**Economic Risk of Loss**” shall have the meaning ascribed thereto in Regulations Section 1.752-2.

“**Escrow Agent**” shall mean any reputable, nationally recognized and financially solvent title insurance company designated by the Partner purchasing an Interest, an Indirect Owner, a Property Owner or a Portfolio Investment.

“**Executive Order 13224**” shall mean Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued by OFAC.

“**Fair Market Value**” shall mean the value of the particular asset or interest in question determined on the basis of an arm’s length transaction for cash between an informed and willing seller (under no compulsion to sell) and an informed and willing purchaser (under no compulsion to purchase), taking into account, among other things, the anticipated cash flow, taxable income and taxable loss attributable to the asset or interest in question. Except as otherwise expressly set forth herein, in the case of any asset other than a marketable security, the Fair Market Value shall be determined in good faith by the General Partner provided, that if the General Partner determines Fair Market Value other than by engaging an independent third-party appraiser, the Advisory Board shall have the right to object in its reasonable discretion to any determination of Fair Market Value made by the General Partner, in which case the Fair Market Value of the asset(s) in question shall be re-determined at the expense of the Partners (based on their respective Percentage Interests in the applicable Portfolio Investment) by an independent third-party appraiser selected mutually by the General Partner and the Advisory Board. In determining the value of any asset other than a marketable security, the General Partner may, but shall not be under any obligation to, engage an independent appraiser having recognized qualifications necessary in order to make such determination and the fees and expenses of such appraiser shall be borne by the Partnership. Except as otherwise expressly set forth herein, in the case of any marketable security at any date, the Fair Market Value of such security shall equal the closing sale price of such security on the Business Day (on which any national securities exchange is open for the normal transaction of business) next preceding such date, as appearing in any published list of any national securities exchange (other than NASDAQ Stock Market, Inc.) or in the Global Market List of NASDAQ Stock Market, Inc., or, if there is no such closing sale price of such security, the final price of such security at face value quoted on such Business Day by a financial institution of recognized standing which regularly deals in securities of such type.

“**Financing**” means any indebtedness, financing or refinancing by debt, bonds, sale and leaseback, derivatives (e.g., hedging instruments) or other form of financing with respect to any Portfolio Investment or any of the direct or indirect interests in the Partnership’s Subsidiaries or any debt or other similar monetary obligation of the Partnership or any of its Subsidiaries (but excluding trade payables incurred in the ordinary course of business).

“**Financing Document**” shall mean any loan agreement, security agreement, mortgage, deed of trust, indenture, bond, note, debenture or other instrument or agreement relating to a Financing.

“**Fiscal Year**” shall mean, except as otherwise required by law, the calendar year, except that the first Fiscal Year of the Partnership shall have commenced on the date of commencement of the Partnership and end on the next succeeding December 31, and the last Fiscal Year of the Partnership shall end on the date on which the Partnership shall terminate and commence on the January 1 immediately preceding such date of termination.

“**GAAP**” shall mean generally accepted accounting principles of the United States, consistently applied.

“**General Partner**” shall mean the general partner or general partners, from time to time, of the Partnership authorized to carry out the management of the business and affairs of the Partnership pursuant to Article VI hereof. As of the date of this Agreement, the General Partner is Cedar GP.

“**Governing Agreements**” means, with respect to each Subsidiary of the Partnership or any joint venture in which the Partnership owns a direct or indirect interest, its operating agreement, partnership agreement, shareholder agreement or similar governing agreement.

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“**Governmental Authority**” shall mean: (i) any government or political subdivision thereof, whether foreign or domestic, national, state, county, municipal or regional; (ii) any agency or instrumentality of any such government, political subdivision or other government entity (including any central bank or comparable agency); and (iii) any court.

“**Gross Asset Value**” shall mean, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

- (a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross Fair Market Value of such asset, as determined by the Partners (as evidenced by this Agreement or an amendment hereto);
- (b) The Gross Asset Values of all Partnership Assets shall be adjusted to equal their respective gross Fair Market Values, (taking Section 7701(g) of the Code into account), as of the following times: (i) the acquisition of an interest or an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution or other consideration; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property or money as consideration for an Interest in the Partnership; (iii) a more than *de minimis* change in the Interests of the Partners; and (iv) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner, acting reasonably and in good faith, determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners;
- (c) The Gross Asset Value of any Partnership Asset distributed to a Partner shall be the gross Fair Market Value (taking Section 7701(g) of the Code into account) of such asset on the date of distribution;
- (d) The Gross Asset Values of Partnership Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), clause (f) of the definition of Profits and Losses and Section 5.2(a)(vii); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent the General Partner determines that an adjustment pursuant to paragraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and
- (e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses;

“**IFRS**” shall mean International Financial Reporting Standards.

“**Impositions**” shall mean all taxes (including sales and use taxes), assessments (including all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, of every character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority having jurisdiction over the Partnership, any of its Subsidiaries or any Portfolio Investment, as applicable, on or in respect of or be a lien upon (i) such Portfolio Investment or any estate or interest therein, (ii) any occupancy, use or possession of, or activity conducted on, such Portfolio Investment, or (iii) the rents from such Portfolio Investment or the use or occupancy thereof.

“**Indemnified Losses**” shall have the meaning ascribed thereto in Section 6.6(a)(iii).

“**Indirect Owner**” shall mean any entity that is a Subsidiary of REIT Property Subsidiary and is an indirect owner of assets constituting a Portfolio Investment.

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“**Initial Properties**” means the Portfolio Investments acquired pursuant to the Purchase and Sale Agreement.

“**Initial Real Property Costs**” means with respect to any Portfolio Investment, as of the date of determination thereof, without duplication, the aggregate of:

- (a) the aggregate acquisition cost of such Portfolio Investment including, without any limitations or duplications, deposits paid on account of options for the purchase or leasing of such real property, net of interest earned, whether or not credited to the purchase price; cash payments made on account of the purchase price of such real property, whether paid before, at, or after acquisition of such real property; principal payments made as prepaid rentals or in lieu of rentals to acquire a leasehold interest in real property; and principal payments made upon mortgages, charges and encumbrances upon real property, paid at or in connection with the acquisition of such real property; and
- (b) the aggregate of all third party expenses ancillary to the acquisition of such real property, including, without any limitation or duplication, due diligence expenses, and subject to, clause (a) above, (y) any travel, lodging or meal expenses of the Partners or their Affiliates, real estate commissions, fees and expenses relating to obtaining financing, legal fees, consultants fees, land transfer taxes, survey expenses, registration fees, inspection fees, title premiums, insurance premiums, and all other acquisition expenses relating to such acquisition;

Notwithstanding the foregoing, Initial Real Property Costs shall not include the Net Consideration payable for any Initial Property.

“**Institutional Investor**” means any of the following types of entities (or any entity that is directly or indirectly wholly-owned (except de minimis interests) and Controlled by any of the following types of entities), whether domestic or Canadian: (a) a commercial bank, trust company (whether acting individually or in a fiduciary capacity for another entity that constitutes an Institutional Investor), savings and loan association, savings bank, financing company or similar institution; (b) an insurance company; (c) an investment bank; or (d) an employee’s welfare, benefit, profit-sharing, pension or retirement trust, fund or system (whether federal, state, municipal, private or otherwise); in each case on the condition that such Institutional Investor (i) is regularly engaged in the business of owning or operating commercial real estate properties, (ii) is recognized as a reputable investor, (iii) has net assets (in name or under management) in excess of One Billion Dollars (\$1,000,000,000), (iv) is not one of Persons described in Section 9.3(a) hereof, (v) is neither one of the Persons listed on Exhibit C nor Controlled by any such Persons, and (vi) is otherwise reasonably acceptable to the Cedar Partners, it being acknowledged that CPP Investment Board, a Canadian corporation, is acceptable to the Cedar Partners.

“**Interest**” means, with respect to each Partner at a given time, the interest of such Partner in the Partnership at such time, including the rights and obligations of such Partner as provided in the Agreement and under applicable law and any economic interest of such Partner in the Partnership.

“**Investment Period**” shall mean the period ending on the second anniversary of the Closing.

“**Joint Venture Investment**” means a Portfolio Investment that is not 100% owned, directly or indirectly, by the Partnership or any of its Subsidiaries.

“**Lending Eligible Partner**” shall have the meaning ascribed thereto in Section 2.2(d)(i).

“**Lending Partner**” shall have the meaning ascribed thereto in Section 2.2(d)(iii).

“**Limited Partner**” means, at any time, any Person admitted and remaining as a limited partner of the Partnership pursuant to the terms of this Agreement, including any substituted limited partners admitted to the Partnership pursuant to Article IX. As of the date of this Agreement, the Limited Partners of the Partnership are Cedar LP and RioCan.

“**Liquidating Partner**” shall have the meaning ascribed thereto in Section 10.3(a).

“**Litigation**” shall have the meaning ascribed thereto in Section 6.3(b)(vii).

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“**Majority Decision**” shall have the meaning ascribed thereto in Section 6.3(b).

“**Maximum Rate**” means the highest lawful rate of interest allowable under applicable law.

“**Necessary Expenses**” shall mean expenses incurred or required to be incurred (without duplication) for (a) compliance with legal requirements, (b) Impositions, (c) amounts payable by the Partnership under Section 6.6, (d) obligations under any (i) ground lease existing as of the date hereof or entered into in accordance with the Purchase and Sale Agreement or this Agreement, pursuant to which the Partnership or any of its Subsidiaries is the lessee, to the extent the expenses thereunder (or the amounts thereof) are non-discretionary, (ii) other leases and contracts with third parties existing as of the date hereof or entered into in accordance with the Purchase and Sale Agreement or this Agreement, to the extent the expenses thereunder (or the amounts thereof) are non-discretionary, (iii) Financing Documents existing as of the date hereof or entered into in accordance with the Purchase and Sale Agreement or this Agreement, other than amounts due upon maturity of the applicable Financing unless the payment of such amounts has been unanimously approved by the Advisory Board, and (iv) Governing Agreements with respect to Joint Venture Investments existing as of the date hereof or entered into in accordance with the Purchase and Sale Agreement or this Agreement, to the extent the expenses thereunder (or the amounts thereof) are non-discretionary, (e) utility charges, (f) amounts payable to or reimbursable to a Property Manager under its Property Management Agreement, (g) amounts payable to or reimbursable to the General Partner under this Agreement, (h) insurance, and (i) protecting against (or deemed necessary or prudent in the good faith judgment of the General Partner to protect against) injury to persons or damage to property, including, without limitation, in respect of security and life safety.

“**Net Cash Flow**” means, with respect to the Partnership, with respect to any period, the sum of all money available to the Partnership at the end of that period for distribution to its Partners after (1) payment of all debt service and other expenses (including, without limitation, payments due on or with respect to operating and maintenance expenses, general and administrative expenses, insurance costs, Impositions and other expenses paid or required to be paid) by the Partnership or any of its Subsidiaries; (2) satisfaction of the Partnership’s and each of its Subsidiaries’ liabilities as they come due; and (3) establishment of (and contributions to) such reserves as are required under any Financing Documents or additional reasonable reserves required to operate the Partnership and/or any of its Subsidiaries (including the Portfolio Investments) established in accordance with Section 6.3; provided, however, that Net Cash Flow shall not include Net Proceeds of a Capital Transaction, Capital Contributions, loans, tenant security deposits or earnest money deposits or any interest thereon so long as the Partnership or one of its Subsidiaries has a contingent obligation to return the same.

“**Net Proceeds of a Capital Transaction**” means the net cash proceeds (other than insurance proceeds for lost rental incomes) from a Capital Transaction less any portion thereof used to (i) establish (and contribute to) such reserves as are required under any Financing Documents or additional reasonable reserves required to operate the applicable Portfolio Investment and established in accordance with Section 6.3, (ii) repay any debts or other obligations of the Partnership and/or its applicable Subsidiaries in connection with such Capital Transaction, (iii) restore a Portfolio Investment following a casualty or condemnation, (iv) pay costs reasonably and actually incurred in connection with the Capital Transaction, or (v) pay creditors in the event of a liquidation. “Net Proceeds of a Capital Transaction” shall include all principal, interest and other payments as and when received with respect to any note or other obligation received by the Partnership and/or any of its Subsidiaries in connection with a Capital Transaction.

“**Nonrecourse Deductions**” shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Fiscal Year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year, over the aggregate amount of any distributions during that Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

“**Nonrecourse Liability**” shall have the meaning ascribed thereto in Treasury Regulations Section 1.704-2(b)(3).

“**Notices**” shall have the meaning ascribed thereto in Section 15.2.

“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**OFAC Lists**” shall have the meaning ascribed thereto in Section 9.3(a).

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“**Open Call Amount**” shall have the meaning ascribed thereto in Section 2.2(d)(i).

“**Partner**” means, at any time, any person or entity admitted and remaining as a partner of the Partnership pursuant to the terms of this Agreement. As of the date of this Agreement, the Partners of the Partnership are Cedar GP, Cedar LP and RioCan.

“**Partner Nonrecourse Debt**” means “partner non-recourse debt” as set forth in Treasury Regulations Section 1.704-2(b)(4).

“**Partner Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(2) and (3).

“**Partner Nonrecourse Deductions**” means “partner nonrecourse deductions” as set forth in Treasury Regulations Section 1.704-2(i)(2). For any Fiscal Year, the amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt equals the excess, if any, of the net increase, if any, in the amount of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt over the aggregate amount of any distributions during such Year to the Partner that bears the Economic Risk of Loss for such Partner Nonrecourse Debt to the extent such distributions are from proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Nonrecourse Debt Minimum Gain, determined according to the provisions of Treasury Regulations Section 1.704-2(i)(2).

“**Partnership**” shall mean [CR] L.P., a Delaware limited partnership.

“**Partnership Assets**” means the assets and property, whether tangible or intangible and whether real, personal, or mixed, at any time owned by or held for the benefit of the Partnership and all direct or indirect interests in the Partnership’s Subsidiaries and the Portfolio Investments.

“**Partnership Asset Price**” shall have the meaning ascribed thereto in Section 9.4(a)

“**Partnership Counsel**” shall have the meaning ascribed thereto in Section 6.5.

“**Partnership Decision**” means a Majority Decision or a Unanimous Decision, as applicable.

“**Partnership Minimum Gain**” shall mean the amount of “partnership minimum gain” determined in accordance with the principles of Treasury Regulations Section 1.704-2(d).

“**Partnership Subsidiary GP**” shall mean \_\_\_\_\_, a Delaware limited liability company wholly owned by the Partnership that is the general partner of REIT.

“**Percentage Interest**” means, as to any Partner, the percentage interest of such Partner specified in Section 3.1, as the same may be increased or decreased pursuant to Section 2.2(d)(vii) or 2.2(e).

“**Person**” shall mean an individual, a corporation, a company, a voluntary association, a partnership, a joint venture, a limited liability company, a trust, an estate, an unincorporated organization, a Governmental Authority or other entity.

“**Portfolio Investment**” shall mean all real property (including, without limitation, leasehold interests) now owned or hereafter acquired by the Partnership or any of its Subsidiaries pursuant to and in accordance with this Agreement, and all improvements, fixtures, tangible and intangible personal property, appurtenances, rights and interests in connection therewith, including, without limitation, the Initial Properties, and any equity interest now owned or hereafter acquired by the Partnership or any Subsidiary thereof in or relating to such real property.

“**Profits**” and “**Losses**” means for each Fiscal Year or other period, an amount equal to the Partnership’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

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- (a) Any income of the Partnership that is exempt from federal income tax, and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be added to such taxable income or loss;
- (b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;
- (c) In the event the Gross Asset Value of any Partnership Asset is adjusted pursuant to paragraph (b) or (c) under the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Partnership Asset for purposes of computing Profits or Losses;
- (d) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition thereof;
- (f) In the event of an adjustment of the Gross Asset Value of any Partnership Asset which requires that the Capital Accounts of the Partnership be adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e),(f) and (m), the amount of such adjustment shall be taken into account as additional Profit or Loss; and
- (g) Notwithstanding any other provision of this definitional Section, any items which are specially allocated under this Agreement shall not be taken into account in computing Profits or Losses.

**"Property Management Agreement"** means any property management agreement between a Property Owner and a Property Manager respecting the management of a Portfolio Investment entered into in accordance with this Agreement, as the same may be amended, restated, replaced, supplemented or modified from time to time in accordance with this Agreement.

**"Property Manager"** means any property manager engaged by a Property Owner to manage a Portfolio Investment in accordance with this Agreement.

**"Property Owner"** shall mean any entity that is the direct owner of real property assets (including, without limitation, leasehold interests) constituting a Portfolio Investment.

**"Proposed Transfer"** shall have the meaning ascribed thereto in Section 12.2(a)(ii).

**"Protected Person"** shall have the meaning ascribed thereto in Section 6.6(d).

**"Purchase and Sale Agreement"** means that certain Agreement Regarding Purchase of Partnership Interests, dated October 26, 2009, between Cedar Operating Partnership and RioCan.

**"Purchasing Partner"** shall have the meaning ascribed thereto in Section 9.4(c).

**"Receiving Party"** shall have the meaning ascribed thereto in Section 7.1(c).

**"Referring Party"** shall have the meaning ascribed thereto in Section 7.1(b).

**"Regulations"** or **"Treasury Regulations"** means the Income Tax Regulations promulgated under the Code as such regulations may be amended from time to time (including Temporary Regulations).

**"Regulatory Allocations"** shall have the meaning ascribed thereto in Section 5.2(a)(viii).

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“**REIT**” shall mean \_\_\_\_, a Delaware limited partnership that has elected to be treated as a real estate investment trust for United States income tax purposes.

“**REIT Property Subsidiary**” shall mean \_\_\_\_, a Delaware limited partnership that is owned 99.9% by REIT, as the limited partner, and 0.1% by REIT Subsidiary GP, as the general partner.

“**REIT Subsidiary GP**” shall mean \_\_\_\_, a Delaware limited liability company wholly owned by REIT that is the general partner of REIT Property Subsidiary.

“**Related Party**” shall have the meaning ascribed thereto in Section 6.8(b).

“**Related Party Transaction**” shall have the meaning ascribed thereto in Section 6.8(a).

“**Representatives**” shall have the meaning ascribed thereto in Section 12.2(a).

“**Restricted Party**” shall have the meaning ascribed thereto in Section 7.1(a).

“**RioCan**” means RioCan Holdings USA Inc., a Delaware corporation, and its permitted successors and assigns hereunder.

“**RioCan REIT**” mean RioCan Real Estate Investment Trust, an Ontario trust.

“**ROFR Interest**” shall have the meaning ascribed thereto in Section 9.5(a).

“**ROFR Offer Notice**” shall have the meaning ascribed thereto in Section 9.5(a).

“**ROFR Offeree**” shall have the meaning ascribed thereto in Section 9.5(a).

“**ROFR Offeror**” shall have the meaning ascribed thereto in Section 9.5(a).

“**ROFR Response Notice**” shall have the meaning ascribed thereto in Section 9.5(b).

“**ROFR Sale**” shall have the meaning ascribed thereto in Section 9.5(a).

“**ROFR Third Party Offer**” shall have the meaning ascribed thereto in Section 9.5(c).

“**Selling Partner**” shall have the meaning ascribed thereto in Section 9.4(c).

“**Shortfall**” means that the gross receipts of the Partnership, its applicable Subsidiary or the applicable Portfolio Investment (including, without limitation, proceeds under any applicable Financings) together with the proceeds of any accessible reserve account maintained by or on behalf of the Partnership or its applicable Subsidiary, are reasonably anticipated to be insufficient to pay when due (a) all expenses incurred or reasonably anticipated to be incurred by the Partnership or any of its Subsidiaries to own, operate, lease, develop, construct, redevelop, manage, dispose of (in whole or in part) or otherwise deal with such Portfolio Investment pursuant to the applicable Approved Budget, and (b) all Necessary Expenses, irrespective of whether the same shall have been included in the applicable Approved Budget.

“**Subsidiary**” of any Person shall mean (i) a corporation all or any portion of the outstanding voting stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof, or (ii) any other Person (other than a corporation) in which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, has an ownership interest and/or the power to Control such other Person. The Subsidiaries of the Partnership include, without limitation, REIT, Partnership Subsidiary GP, REIT Property Subsidiary, REIT Subsidiary GP, the Indirect Owners and the Property Owners.

“**Target Investment**” shall have the meaning ascribed thereto in Section 7.1(a).

“**Tax Matters Partner**” shall have the meaning ascribed thereto in Section 6.11(a).

“**Tax Payments**” shall have the meaning ascribed thereto in Section 4.4.

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“**Taxed Partner**” shall have the meaning ascribed thereto in Section 4.4.

“**Term**” shall have the meaning ascribed thereto in Section 1.7.

“**Termination**” shall mean the date of the cancellation or withdrawal of the Certificate by the filing of a Certificate of Cancellation of the Partnership in the Office of the Secretary of State of the State of Delaware pursuant to Section 17-203 of the Delaware Act.

“**Transaction Documents**” shall have the meaning ascribed thereto in Section 15.14(a)(ii).

“**Transfer**” shall have the meaning ascribed thereto in Section 9.1.

“**Unanimous Decision**” shall have the meaning ascribed thereto in Section 6.3(a).

“**United States**” or “**U.S.**” shall mean the United States of America, its territories and possessions, any State of the United States and the District of Columbia, as the context requires.

“**Withdrawal Event**” shall have the meaning ascribed thereto in Section 9.6.

“**Withdrawn Partner**” shall have the meaning ascribed thereto in Section 9.6.

**ARTICLE II  
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS;  
DISTRIBUTIONS; ALLOCATIONS**

**2.1 Initial Capital Contributions.**

- (a) As of the date of this Agreement, the Partners shall be deemed to have made Capital Contributions, and the Capital Accounts of the Partners shall be, as follows:

	<u>Capital Contribution</u>
Cedar GP:	\$ 1
Cedar LP:	\$ 19
RioCan:	\$ 80

- (b) Except with the prior written consent of all of the Partners or as otherwise provided in this Agreement, no Partner shall be required or permitted to make any further Capital Contribution to the Partnership.

**2.2 Additional Capital Contributions.**

- (a) Additional Capital Contribution Obligations. Each Partner shall be required to make additional Capital Contributions from time to time in accordance with this Section 2.2 to fund its Percentage Interest of (i) any Initial Real Property Costs for a Portfolio Investment approved for acquisition in accordance with Section 7.1 and (ii) any Shortfall; provided, that if any capital call to the Cedar Partners for Capital Expenditures in any single Fiscal Year, when aggregated with all prior capital calls for Capital Expenditures funded by the Cedar Partners in such Fiscal Year with respect to all of the Portfolio Investments, exceeds Five Million Dollars (\$5,000,000), such capital call shall require the unanimous approval of the Advisory Board. No Partner shall be entitled to interest on its Capital Contributions. All payments by the Partners to the Partnership pursuant to this Section 2.2 shall be made in U.S. Dollars and in immediately available funds.
- (b) Net Consideration for the Initial Properties. On each Closing Date (as defined in the Purchase and Sale Agreement) RioCan shall contribute to the Partnership as a Capital Contribution, the Net Consideration (as defined in the Purchase and Sale Agreement) related to the applicable Closing (as defined in the Purchase and Sale Agreement) in exchange for the transfer by Cedar Operating Partnership (or its Subsidiaries) of all of the ownership interests in the
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related Indirect Owners and/or Property Owners, as applicable, to REIT Property Subsidiary, all in accordance with the Purchase and Sale Agreement. The amounts contributed by RioCan shall be distributed to the Cedar Partners.

(c) Call Amounts and Call Notices.

- (i) Each Partner's Capital Contribution required to be made pursuant to subsections (a) and (b) above shall be paid to the Partnership as calls are made by the General Partner upon the Partners, in such amounts (the "**Call Amounts**") and on such dates as shall be specified by the General Partner upon at least ten (10) Business Days' prior written notice (the "**Call Notice**") by the General Partner. With respect to each Call Notice, the Call Amount therein shall not exceed the applicable Partner's Percentage Interest of the total amount required to be funded by all Partners. The General Partner may withdraw a Call Notice at any time. Notwithstanding the foregoing, the parties acknowledge and agree that the Advisory Board (at the election of a majority of the Advisory Board Members) shall be entitled to send a Call Notice to the Partners in the event that the General Partner shall have failed to make a call in accordance with Section 2.2(a) if, in the reasonable judgment of such Advisory Board Members, any further delay in making such a capital call would have an imminent material adverse effect on a Portfolio Investment, the Partnership and/or any of its Subsidiaries, in which event the provisions of this Section 2.2 shall apply to such Call Notice.
- (ii) In addition to the Call Amount, each Call Notice shall set forth (A) whether it relates to a Portfolio Investment (in each case including a detailed itemized listing of such expenses) and other fees payable by the Partnership to the General Partner (or its Affiliate) pursuant to this Agreement, and (B) the aggregate amount of Capital Contributions to be made by the Partners on such date.

(d) Defaults.

- (i) If any Partner shall fail to contribute all or a portion of any Call Amount on or before the date set forth on the applicable Call Notice (each of the foregoing, a "**Default**", such defaulting Partner being herein referred to as a "**Defaulting Partner**," and the unpaid portion of such Defaulting Partner's share of any Call Amount, the "**Open Call Amount**"), such Defaulting Partner shall remain liable in respect of its obligation to fund its Call Amount and any other amounts due and payable by such Partner hereunder, and the General Partner or its Affiliate that is a Limited Partner (or if the Defaulting Partner is the General Partner or such Affiliate, the other Limited Partner) may elect, in its sole discretion, to take any one or more of the remedial actions set forth in the remaining provisions of this subsection (d), provided that the General Partner or such Affiliate (or if the Defaulting Partner is the General Partner or such Affiliate, the other Limited Partner) shall have funded its entire Call Amount under the applicable Call Notice and does not have an outstanding Default Loan made to it hereunder (such non-defaulting Partner being referred to herein as the "**Lending Eligible Partner**").
  - (ii) Default Loans. The Lending Eligible Partner shall have the right, but not the obligation, to make a loan (a "**Default Loan**") to such Defaulting Partner in an amount equal to the Open Call Amount at any time within forty-five (45) days after the funding date set forth on the applicable Call Notice, provided that such Defaulting Partner has not funded the entire Open Call Amount prior to the making of such Default Loan. If a Default Loan shall be made in accordance with this Section 2.2(d)(ii), the Lending Partner shall notify the Defaulting Partner of the amount and date of the Default Loan, which, subject to Section 2.2(d)(vi) below, shall be deemed to be a Capital Contribution (a "**Defaulting Partner Contribution**") made by the Defaulting Partner, and the Capital Account of the Defaulting Partner shall be credited to reflect the payment of the proceeds of the Default Loan to the Partnership. Each Default Loan shall be deemed to be made to
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the Defaulting Partner, with the proceeds of each Default Loan being delivered to the Partnership by the Lending Eligible Partner making same in immediately available funds on such Defaulting Partner's behalf. A Default Loan shall be deemed to have been advanced on the date actually advanced. Default Loans shall earn interest on the outstanding principal amount thereof at a rate equal to the lesser of (i) the Default Loan Rate or (ii) the Maximum Rate, from the date actually advanced until the same is repaid in full.

- (iii) Default Loans shall be secured as provided in Section 2.2(d)(iv) and shall have a term of one hundred eighty (180) days (the "**Default Loan Maturity Date**"). A Lending Eligible Partner making a Default Loan (a "**Lending Partner**") may, in the exercise of such Partner's sole and absolute discretion, extend the term of a Default Loan for a period(s) to be determined by such Partner. If a Default Loan has been made, the Defaulting Partner shall not receive any distributions of Net Cash Flow or Net Proceeds of a Capital Transaction or any proceeds from the transfer of all or any part of its Interest while the Default Loan, including all interest thereon, if applicable, remains unpaid. Instead, the Defaulting Partner's share of Net Cash Flow and Net Proceeds of a Capital Transaction or such other proceeds shall first be paid to the Lending Partner until all Default Loans to such Defaulting Partner, including interest thereon, shall have been repaid in full. Such payments shall be applied first to accrued interest on such Default Loans and then to the repayment of the principal amounts thereof, but shall be considered, for all other purposes of this Agreement, to have been distributed to the Defaulting Partner. Distributions of Net Cash Flow and Net Proceeds of a Capital Transaction to such Defaulting Partner shall be immediately reinstated prospectively upon the full repayment of a Default Loan, including all accrued and unpaid interest thereon, to the Lending Partner. If a Default Loan, including all accrued and unpaid interest thereon, has not been repaid in full on or before the date the same is due, in addition to any other rights or remedies provided in this Agreement, the Lending Partner shall have all rights and remedies available at law or in equity against the Defaulting Partner. The Defaulting Partner shall be liable for the reasonable fees and expenses incurred by the Lending Partner (including, without limitation, reasonable attorneys' fees and disbursements) in connection with any enforcement or foreclosure upon any Default Loan and such costs, to the extent enforceable under applicable law, shall be added to the principal amount of the applicable Default Loan. In addition, at any time during the term of such Default Loan, the Defaulting Partner shall have the right to repay, in full, the Default Loan (including interest and other charges).
  - (iv) The Defaulting Partner shall be deemed to have pledged to the Lending Partner, and granted to such Lending Partner, a continuing first priority security interest in all of the Defaulting Partner's Interest to secure the payment of the principal of, and interest on, any Default Loans made in accordance with the provisions hereof, and for such purpose this Agreement shall constitute a security agreement. The Defaulting Partner shall promptly execute, acknowledge and deliver such financing statements, continuation statements or other documents and take such other actions as the Lending Partner shall request in order to perfect or continue the perfection of such security interest; and, if the Defaulting Partner shall fail to do so within seven (7) days after demand therefor, the Lending Partner is hereby appointed the attorney-in-fact of, and is hereby authorized on behalf of, the Defaulting Partner, to execute, acknowledge and deliver all such documents and take all such other actions as may be required to perfect such security interest. Such appointment and authorization are coupled with an interest and shall be irrevocable.
  - (v) Default Contributions. Except as provided in Section 2.2(d)(vi) below, in lieu of making a Default Loan, a Lending Eligible Partner may elect to make a Capital Contribution to the Partnership (a "**Default Contribution**") in the amount of the Open Call Amount by delivering a notice (a "**Default Contribution Notice**") to the Defaulting Partner which shall include the following statement set forth in all capital letters "NOTE: YOU HAVE FAILED TO MAKE A REQUIRED CAPITAL CONTRIBUTION TO [CR], L.P. IN THE AMOUNT OF \$\_\_\_\_\_, AND THE
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UNDERSIGNED CAN ELECT TO FUND THE SAME AS A "DEFAULT CONTRIBUTION" AS DEFINED IN SECTION 2.2(D)(V) OF THE AGREEMENT OF LIMITED PARTNERSHIP OF [CR], L.P. IF SUCH REQUIRED CAPITAL CONTRIBUTION IS NOT MADE BY YOU ON OR BEFORE SEVEN (7) DAYS FOLLOWING THE DATE HEREOF." A Lending Eligible Partner shall have the right, but not the obligation, to make a Default Contribution to the Partnership in an amount equal to the Open Call Amount at any time within forty-five (45) days after the seventh (7th) day following the delivery of a Default Contribution Notice provided that such Defaulting Partner has not funded the entire Open Call Amount prior to the making of such Default Contribution. If a Default Contribution(s) shall be made in accordance with this Section 2.2(d)(v), the Lending Eligible Partner shall notify the Defaulting Partner of the amount and date of the Default Contribution(s), and the Capital Account of the Lending Eligible Partner shall be credited to reflect the contribution of the Default Contribution to the Partnership. A Default Contribution shall be deemed to have been made on the date actually delivered to the Partnership.

- (vi) A Lending Partner may elect at any time to convert all of a Default Loan into a Default Contribution on the terms hereinafter provided at any time after the seventh (7<sup>th</sup>) day following the delivery of a Default Contribution Notice. If a Default Loan is converted into a Default Contribution, then as of the date of such conversion, (1) the Lending Partner will be deemed to have made a Default Contribution in the amount of the outstanding balance of principal and accrued and unpaid interest under such Default Loan, (2) the Defaulting Partner shall be treated as receiving a distribution in the amount of such Default Contribution which distribution shall be deemed as having repaid the outstanding balance of principal and interest under such Default Loan, and (3) the Defaulting Partner Contribution shall be deemed refunded and shall be null and void *ab initio*.
  - (vii) At the time the Lending Eligible Partner makes a Default Contribution or converts all of a Default Loan into a Default Contribution, (x) the Percentage Interest of each Partner shall be recalculated to equal the percentage equivalent of a fraction the numerator of which is the amount by which (A) the sum of (1) all Applicable Contributions made or deemed made by such Partner, and (2) an amount equal to ten percent (10%) (the "**Bonus Percentage**") of all Default Contributions made or deemed made by such Partner, exceeds (B) the Bonus Percentage of all Default Contributions made or deemed made by the other unaffiliated Partners (i.e., for purposes of this subparagraph (vii), the Cedar Partners shall be "affiliates" of each other, but shall be "unaffiliated" with RioCan); and the denominator of which is the total amount of all Applicable Contributions by all Partners, and (y) the Capital Accounts and Capital Contributions of each Partner shall be adjusted so that the ratio of such Partner's Capital Account and Capital Contributions to the aggregate Capital Accounts and aggregate Capital Contributions, respectively, of all Partners is equal to such Partner's Percentage Interest (as adjusted hereunder). As used herein, "**Applicable Contributions**" means all Capital Contributions to the Partnership by all Partners, including Default Contributions and Defaulting Partner Contributions, but excluding all Defaulting Partner Contributions that are deemed to have been refunded pursuant to clause (3) of Section 2.2(d)(vi).
  - (viii) Withdrawal. If a Partner is not a Lending Eligible Partner but nevertheless funded all of its applicable Call Amount, or such Partner elects not to make a Default Loan or Default Contribution (or fails to make a Default Loan or Default Contribution in the time periods provided in Section 2.2(d)(ii) and Section 2.2(d)(v), as applicable), at the election of such Partner, the Capital Contribution advanced by such Partner in respect of such Call Amount shall promptly be returned by the Partnership to such Partner.
  - (ix) No Third Party Beneficiaries. The right of a Partner to send a Call Notice or to make a Default Loan or Default Contribution shall not confer upon any creditor or other third party having dealings with the Partnership or any of its Subsidiaries any right,
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claim or other benefit, including the right to require any such Call Notice, Default Loan or Default Contribution.

- (e) If Cedar LP is required to make additional Capital Contributions pursuant to Section 2.2(a) to fund Initial Real Property Costs or Shortfalls with respect to any Portfolio Investment (other than any of the Initial Properties), and Cedar LP, in good faith, has determined that making such additional Capital Contributions directly to the Partnership may adversely impact CSCI's qualification as a "real estate investment trust" in accordance with Section 856 of the Code or otherwise may have material adverse tax consequences to the Cedar Partners, CSCI or Cedar Operating Partnership, Cedar LP shall have the right to make a contribution (such contribution, a "**Cedar Direct Contribution**") to REIT Property Subsidiary, in an amount equal to the applicable Call Amount in lieu of making a Capital Contribution of such amount to the Partnership. Cedar LP shall notify RioCan of its intention to make a Cedar Direct Contribution and the Partners shall work in good faith to amend REIT Property Subsidiary's partnership agreement to reflect the Cedar Direct Contribution and to amend this Agreement to reflect the dilution of the interests of Cedar LP in the Partnership that results from RioCan and Cedar GP making contributions to the Partnership with respect to the applicable Call Notice pursuant to Section 2.2(a) and as further provided in this Section 2.2(e). The obligation of Cedar LP to make additional Capital Contributions under Section 2.2(a) shall be reduced by the amount of any Cedar Direct Contribution. It is the intention of the Partners that following such amendments the aggregate interests, directly and indirectly, of the Cedar Partners in the assets owned by REIT Property Subsidiary shall equal twenty percent (20%) and the aggregate interests, directly and indirectly, of RioCan in the assets owned by REIT Property Subsidiary shall equal eighty percent (80%), subject, in each case, to any applicable adjustment that may have occurred pursuant to Section 2.2(d)(vii). Prior to or simultaneously with the funding of the first such Cedar Direct Contribution, REIT Property Subsidiary's partnership agreement shall also be amended to provide for the admission of Cedar LP as an additional limited partner of REIT Property Subsidiary and the inclusion of such other provisions that are analogous to the provisions of this Agreement as may be necessary to preserve the substantive rights and obligations of the Partners provided herein in all material respects (e.g., with respect to transfer rights, in order to provide that all of the interests of Cedar LP in the Partnership and REIT Property Subsidiary will be included in a sale pursuant to Section 9.4 or 9.5 and the analogous provisions of REIT Property Subsidiary's partnership agreement).

### ARTICLE III PARTNERSHIP INTERESTS

#### 3.1 Percentage Interests of General Partner and Limited Partners.

The Percentage Interest of Cedar GP as a general partner in the Partnership shall be one percent (1%), the Percentage Interest of Cedar LP as a limited partner in the Partnership shall be nineteen percent (19%) and the Percentage Interest of RioCan as a limited partner in the Partnership shall be eighty percent (80%). The Percentage Interests shall not be changed without the prior written consent of all of the Partners, except as expressly provided in Section 2.2(d)(vii) or (e).

#### 3.2 Capital Accounts.

- (a) Maintenance of Capital Accounts. The Partnership shall establish and maintain a separate "**Capital Account**" for each Partner on the books of the Partnership in accordance with the following provisions for accounting purposes:
- (i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's allocable share of Profits, and any items in the nature of income or gain that are specially allocated to such Partner under this Agreement, and the amount of any Partnership liabilities that are assumed by such Partner in accordance with the terms hereof (other than liabilities that are secured by any Partnership Asset distributed to such Partner).
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- (ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership property distributed to such Partner pursuant to any provision of this Agreement (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752), such Partner's allocable share of Losses, and any items in the nature of expenses or losses that are specially allocated to such Partner under this Agreement, and the amount of any liabilities of such Partner that are assumed by the Partnership (other than liabilities that are secured by any property contributed by such Partner to the Partnership).
  - (iii) In the event an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest. In the case of Transfer of an Interest at a time when an election under Code Section 754 is in effect, the Capital Account of the transferee Partner shall not be adjusted to reflect the adjustments to the adjusted tax bases of Partnership property required under Code Sections 754 and 743, except as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(m).
  - (iv) In determining the amount of any liability for purposes of paragraphs (a) and (b) above, there shall be taken into account Code Section 752(c) and the Treasury Regulations promulgated thereunder, and any other applicable provisions of the Code and Regulations.
  - (v) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations.
- (b) Adjustments of Capital Accounts. The Partnership shall revalue the Capital Accounts of the Partners in accordance with Regulations Section 1.704-1(b)(2)(iv)(f) at the following times: (i) immediately prior to the contribution of more than a *de minimis* amount of money or other property to the Partnership by a new or existing Partner as consideration for an interest in the Partnership; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of property as consideration for an Interest; and (iii) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the General Partner reasonably determines that such adjustments are not necessary or appropriate to reflect the relative economic interest of the Partners.

### 3.3 Return of Capital.

No Partner shall be liable for the return of the Capital Contributions (or any portion thereof) of any other Partner, it being expressly understood that any such return shall be made solely from the Partnership Assets. No Partner shall be required to pay to the Partnership or to any other Partner any deficit in its Capital Account upon dissolution of the Partnership or otherwise, and no Partner shall be entitled to withdraw any part of its Capital Contributions or Capital Account, to receive interest on its Capital Contributions or Capital Account or to receive any distributions from the Partnership, except as expressly provided for in this Agreement or under the Delaware Act as then in effect.

## ARTICLE IV DISTRIBUTIONS

### 4.1 General.

Net Cash Flow and/or Net Proceeds of a Capital Transaction shall be distributed to the Partners as set forth in Section 4.2 and 4.3 below.

### 4.2 Net Cash Flow.

Subject to Section 10.2, Net Cash Flow shall be distributed monthly (if available) by the General

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Partner to the Partners in accordance with their respective Percentage Interests.

#### **4.3 Net Proceeds of a Capital Transaction.**

Subject to Section 10.2, Net Proceeds of a Capital Transaction shall be distributed by the General Partner as soon as practicable after the receipt thereof to the Partners in accordance with their respective Percentage Interests.

#### **4.4 Tax Payments.**

To the extent that any taxes or withholding taxes are due on behalf of or with respect to any Partner and the Partnership is required by law to withhold or to make such tax payments (**Tax Payments**), the Partnership shall withhold such amounts and make such Tax Payments as so required. The withholdings referred to in this Section 4.4 shall be made at the required applicable statutory rate under the applicable tax law. Each Tax Payment made on behalf of or with respect to a Partner shall be deemed a distribution of Net Cash Flow in such amount to such Partner to the extent such Tax Payment was not attributable to a Capital Transaction, and to the extent such Tax Payment is attributable to a Capital Transaction, it shall be deemed a distribution of Net Proceeds of a Capital Transaction to such Partner, and any such deemed distribution shall be deemed to have been paid to the Partner on the earlier of the date when the corresponding Tax Payment is made by the Partnership or the date that the distributions, if any, giving rise to the obligation to make such Tax Payment were made. If the Partnership is required to make a Tax Payment on behalf of or with respect to any Partner (the "**Taxed Partner**") and the amount of such payment exceeds the cash that would otherwise be distributed to such Taxed Partner, the Taxed Partner shall pay to the Partnership by wire transfer the amount of such Tax Payment within ten (10) days of receipt by the Taxed Partner of a notice from the General Partner that it is required to make such Tax Payment. Any amounts paid by the Taxed Partner to the Partnership pursuant to the preceding sentence shall not be treated as a Capital Contribution and the remittance of such Tax Payment to the appropriate taxing authority shall not be treated as a deemed distribution to the Taxed Partner. Each Partner for which the Partnership is required to make a Tax Payment shall indemnify, defend and hold the Partnership and the other Partners harmless of, from and against Indemnified Losses incurred by the Partnership or any other Partner arising out of or in connection with the Tax Payments or obligations attendant thereto.

#### **4.5 Limitation on Distributions.**

Notwithstanding anything to the contrary contained herein, without the prior consent of the Partners, no distribution of Net Cash Flow or Net Proceeds of a Capital Transaction shall be made hereunder if such distribution would cause the Partnership to violate Section 17-607 of the Delaware Act or any other applicable law.

### **ARTICLE V ALLOCATION OF PROFITS AND LOSSES**

#### **5.1 Allocations for Accounting Purposes.**

- (a) Profits and Losses. Except as otherwise provided in this Agreement, Profits and Losses (and, to the extent necessary in the year of liquidation and to the extent permitted by Section 761 of the Code, the prior year, individual items of income, gain, loss, deduction or credit) of the Partnership shall be allocated among the Partners for accounting purposes in a manner such that the Capital Account of each Partner, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to the amount each Partner's Percentage Interests.
- (b) Tax Allocations. For United States federal, state and local income tax purposes, items of income, gain, loss, deduction and credit shall be allocated to the Partners in accordance with the allocations of the corresponding items for Capital Account purposes under Section 5.1(a), except that items with respect to which there is a difference between tax basis and Gross Asset Value will be allocated in accordance with Section 704(c) of the Code, the Regulations thereunder including Regulation Section 1.704-1(b)(4)(i).

#### **5.2 Special Allocations.**

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- (a) The following special allocations shall be made in the following order:
- (i) Minimum Gain Chargeback. Notwithstanding any other provision of this Article V, subject to the exceptions set forth in Treasury Regulations Section 1.704-2(f), if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, the Partners shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 5.2(a)(i) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.
  - (ii) Partner Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Article V, except Section 5.2(a), subject to the exceptions contained in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5) as at the beginning of such Fiscal Year, shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4) and 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(4). This Section 5.2(a)(ii) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith.
  - (iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), modified, as appropriate, by Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), items of Partnership income and gain for such Fiscal Year shall be specially allocated to such Partners in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the Adjusted Capital Account deficit of such Partners as quickly as possible, provided that an allocation pursuant to this Section 5.2(a)(iii) shall be made only if and to the extent that such Partners would have an Adjusted Capital Account deficit after all other allocations provided for in this Section 5.2 have been tentatively made as if this Section 5.2(a)(iii) were not in this Agreement.
  - (iv) Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Partners in accordance with their respective Percentage Interests.
  - (v) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Partner who bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1). If more than one Partner bears the Economic Risk of Loss, such deduction shall be allocated between or among such Partners in accordance with the ratios in which such Partners share such Economic Risk of Loss.
  - (vi) Limitation on Allocation of Losses. Notwithstanding any provision of this
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Agreement, in no event shall Losses be allocated to a Partner to the extent such allocation would result in such Partner having an Adjusted Capital Account deficit at the end of any Fiscal Year. All such Losses shall be allocated to the other Partners in proportion to their respective Percentage Interests, provided, however, that appropriate adjustments shall be made to the allocation of future Profits in order to offset such specially allocated Losses hereunder.

- (vii) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership Asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as the result of distributions to a Partner, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations as the result of distributions to a Partner in accordance with their interests in the Partnership as determined under Regulations Section 1.704-1(b)(3) in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partner to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.
- (viii) Curative Allocations. The allocations contained in Sections 5.2(a)(i) through 5.2(a)(vii) (the **Regulatory Allocations**) are intended to comply with certain requirements of the Code and Treasury Regulations. The Partners intend that, to the extent possible, all Regulatory Allocations shall be offset either by other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 5.2(a)(viii). Therefore, notwithstanding any other provisions of this Agreement (other than the Regulatory Allocations), the Partnership shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner they reasonably determine to be appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Agreement and all items were allocated pursuant to Section 5.1. In exercising its discretion under this Section 5.2(a)(viii), the Partnership shall take into account future Regulatory Allocations under Section 5.2(a)(i) through Section 5.2(a)(vii) that are likely to offset other Regulatory Allocations previously made.

### 5.3 Other Allocation Rules.

- (a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as reasonably determined by the Partners using any permissible method under Code Section 706 and the Treasury Regulations thereunder.
  - (b) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners for tax purposes in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.
  - (c) The Partners are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Partnership income and loss for income tax purposes.
  - (d) Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Treasury Regulations Section 1.752-3(a)(3), the interest of the Partners in Partnership Profits equals one hundred percent (100%), in proportion to their Percentage Interests.
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- (e) To the extent permitted by Treasury Regulations Section 1.704-2(h)(3), the Partners shall treat distributions of Net Proceeds of a Capital Transaction as not allocable to an increase in Partnership Minimum Gain to the extent the distribution does not cause or increase a deficit balance in the Adjusted Capital Account of any Partner.

**5.4 Tax Allocations. Code Section 704(c).**

- (a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value using the "traditional method" with curative allocations upon disposition.
- (b) In the event the Gross Asset Value of any Partnership property is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder using the traditional method.
- (c) Any elections or other decisions relating to such allocations shall be made by the General Partner, in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

**ARTICLE VI  
MANAGEMENT; LIABILITY OF PARTNERS; EXPENSES**

**6.1 Management.**

- (a) Except as otherwise expressly provided in this Agreement, the business and affairs of the Partnership shall be exclusively vested in the General Partner. The General Partner shall carry out and implement the day to day affairs of the Partnership within the scope of the authority granted pursuant to this Agreement. The General Partner shall keep the other Partners reasonably informed as to all matters of concern to the Partnership and the Partners. The General Partner shall devote to the Partnership's business such time as reasonably shall be necessary in connection with its duties and responsibilities hereunder. Except to the extent limited by the provisions of Section 6.3 or otherwise in this Agreement, the General Partner shall have the full, exclusive and complete discretion in the management and control of the affairs of the Partnership and no Limited Partner shall participate in the management of the Partnership or have any control over the Partnership business or have any right or authority to act for or by the Partnership, including, without limitation, the authority provided by the Delaware Act and, in addition, the General Partner shall have the power on behalf of the Partnership, without the consent of the other Partners except as expressly provided in this Agreement, including without limitation, Section 6.3, to (or cause any of its Subsidiaries to):
    - (i) acquire, hold, manage, own, operate, repair, maintain, remediate, improve, develop, redevelop, construct, reconstruct, grant options with respect to, sell, transfer, convey, assign, exchange or otherwise dispose of, grant easements with respect to, or otherwise restrict the use of, all or any part of any Portfolio Investment or the Partnership's or any of its Subsidiaries' interests therein, and to execute and deliver in the Partnership's or any such Subsidiary's name any and all instruments necessary to effectuate such transactions;
    - (ii) execute, in furtherance of any or all of the purposes of the Partnership or any of its Subsidiaries, any deed, assignment, lease, easement, covenant, restriction, bill of
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- sale, contract or other document or instrument;
- (iii) vote at any election or meeting of any Person, or by proxy, and appoint agents to do so in its place and stead;
  - (iv) enter into sale and leaseback financing arrangements with respect to all or part of any Portfolio Investment and, in connection therewith, execute for and on behalf of the Partnership or any of its Subsidiaries any documents relating thereto;
  - (v) lease or sublease, in whole or in part, any Portfolio Investment, real and personal, as lessor, sublessor, lessee or sublessee, and, in connection therewith, execute for and on behalf of the Partnership or any of its Subsidiaries any leases or subleases or agreements terminating, amending or modifying leases or subleases;
  - (vi) borrow money on behalf of the Partnership or any of its Subsidiaries, and, in connection therewith, execute for and on behalf of the Partnership or any of its Subsidiaries, bonds, notes, mortgages, security agreements, financing statements, assignments, guarantees and other agreements and documents creating liens on or otherwise affecting any Portfolio Investment, and extensions, renewals, and modifications thereof, and to repay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Partnership or any of its Subsidiaries;
  - (vii) engage, on behalf of the Partnership or any of its Subsidiaries, such Persons as it shall reasonably deem advisable for the operation and management of the business of the Partnership or any of its Subsidiaries, in each case as independent contractors (and not as employees of the Partnership or any of its Subsidiaries), including, without limitation, agents, managers, accountants, attorneys, consultants, and brokers, all on such terms and for such compensation as the General Partner shall reasonably determine to be proper;
  - (viii) make and implement all decisions for the Partnership and each of its Subsidiaries, other than Partnership Decisions;
  - (ix) implement all Partnership Decisions made in accordance with Section 6.3;
  - (x) deposit, withdraw, invest, pay, retain and distribute the Partnership's and each of its Subsidiaries' funds, and open and maintain bank accounts for such funds in the name of the Partnership or its applicable Subsidiary and designate the persons authorized on behalf of the Partnership or any of its Subsidiaries to make deposits therein and withdrawals therefrom;
  - (xi) pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise any obligation, suit, liability, cause of action or claim, either in favor of or against the Partnership or any of its Subsidiaries, and execute all documents and make all representations, admissions and waivers in connection therewith;
  - (xii) enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments the General Partner deems necessary or appropriate in connection with the business or affairs of the Partnership or any of its Subsidiaries;
  - (xiii) apply for, file, prosecute, obtain, appeal and challenge any permit, approval, authorization, filing or consent with respect to the Partnership, any of its Subsidiaries or any Portfolio Investment issued by any Governmental Authority;
  - (xiv) either by itself or by contract with others (including with a Person whose shareholders, partners, officers or employees are also shareholders, partners, officers or employees of the General Partner or its Affiliates), establish, have, maintain or close one or more offices, and in connection therewith to maintain office space, facilities and equipment and to engage and pay personnel and to do such other acts
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and things, it being acknowledged and agreed that the Partnership and its Subsidiaries will enjoy the benefit of the existing facilities and personnel of the General Partner and its Affiliates without payment of any fees or expenses, except as expressly set out herein or in the applicable Property Management Agreement;

- (xv) possess, transfer, or otherwise deal in, and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, any Portfolio Investment or other property held or owned by the Partnership or any of its Subsidiaries;
- (xvi) set aside funds for reasonable reserves, anticipated contingencies and working capital;
- (xvii) to distribute the Partnership's funds in accordance with the provisions of this Agreement;
- (xviii) take all actions that may be reasonably necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Delaware Act (and each of its Subsidiaries' valid existence in accordance with the applicable laws of its state of formation) and under the laws of each other jurisdiction in which such action is necessary to protect the limited liability of the Limited Partners or to enable the Partnership and each of its Subsidiaries, consistent with such limited liability, to conduct the business in which it is engaged;
- (xix) register or qualify the Partnership or any of its Subsidiaries under any applicable United States federal or state laws, or to obtain exemptions under such laws, if such registration, qualification or exemption is reasonably deemed necessary or advisable by the General Partner;
- (xx) enter into, make and perform all contracts, agreements, instruments and other undertakings and pay all expenses as the General Partner may reasonably determine to be necessary, advisable or incidental to the carrying out of the purposes of the Partnership or any of its Subsidiaries;
- (xxi) create special purpose entities to make or pursue Portfolio Investments in accordance with the Approved Investment Structure;
- (xxii) engage in any kind of activity and execute, perform and carry out contracts of any kind necessary, or in connection with or convenient or incidental to any of the foregoing or the Partnership's or any of its Subsidiaries' purposes as set forth herein; execute any and all other documents to carry out the intention and purpose hereof; and
- (xxiii) otherwise take any other action in furtherance of the Partnership's or any of its Subsidiaries' stated purposes hereunder.

No Person dealing with the Partnership or any of its Subsidiaries or their respective assets (other than the Property Manager), whether as lender, assignee, purchaser, lessee, grantee, or otherwise, shall be required to investigate the authority of the General Partner in dealing with the Partnership or any of its Subsidiaries or any of their assets, nor shall any Person entering into a contract with the Partnership or any of its Subsidiaries or relying on any such contract or agreement be required to inquire as to whether such contract or agreement was properly approved by the General Partner. Any such Person may conclusively rely on a certificate of authority signed by the General Partner and may conclusively rely on the due authorization of any instrument signed by the General Partner in the name and on behalf of the Partnership or the General Partner.

- (b) Standard of Conduct. The General Partner will exercise its powers and discharge its duties under this Agreement diligently, honestly, and in good faith. Without limitation, in making
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decisions and managing the Partnership and its Subsidiaries, the General Partner will exercise the standard of care that a prudent general partner of a similar partnership would exercise in similar circumstances. The foregoing is not intended to create any fiduciary responsibilities of the General Partner to the Partnership or any other Partner.

- (c) No Commissions, Rebates. The General Partner shall not accept for its own account in the execution of its duties hereunder, any commissions, reductions, finder's fees or other concessions from tradesmen, suppliers, contractors, insurers, or tenants. If such concessions are received by the General Partner, they shall be remitted to or credited to the Partnership forthwith after receipt.
- (d) Activities of the General Partner. The General Partner shall, and shall cause (by contract or otherwise) the senior management personnel of Cedar Operating Partnership to remain actively involved in the affairs of the Partnership, the Partnership's Subsidiaries and the Portfolio Investments.

## 6.2 Advisory Board.

- (a) Formation of Advisory Board. The Partnership shall have an advisory board (the "**Advisory Board**"), the members (each, an "**Advisory Board Member**") of which shall be comprised of not more than three (3) natural Persons and shall include two (2) representatives of RioCan and one (1) representative of Cedar LP (and one or more alternate Advisory Board Members identified in writing by RioCan or Cedar LP, as applicable, to the other Partners from time to time). None of the Advisory Board Members shall receive any compensation in connection with its position on the Advisory Board.
  - (b) Functions of Advisory Board. The functions of the Advisory Board will be to approve such matters as may be required pursuant to the terms of this Agreement to be determined by the "Advisory Board" or the "Partners", other than matters expressly provided in this Agreement to be determined by a Partner acting unilaterally; provided, notwithstanding any other provision in this Agreement to the contrary, that if any provision of this Agreement makes reference to the approval of the Advisory Board Members or the Partners without specifying if unilateral, majority or unanimous approval shall be required, such matter shall be deemed to require the unanimous approval of the Advisory Board Members. Notwithstanding anything to the contrary contained herein, the participation by any representative of a Limited Partner who is an Advisory Board Member in the activities of the Advisory Board shall not be construed to constitute participation by such Limited Partner in the control of the business of the Partnership.
  - (c) Meetings of Advisory Board. Regular meetings of the Advisory Board shall be held as and when called by the General Partner or any Advisory Board Member but at least annually beginning after the first full Fiscal Year, upon not less than seven (7) Business Days' prior written notice by the General Partner or any Advisory Board Member to the Advisory Board Members. Special meetings of the Advisory Board may be called by the General Partner or any Advisory Board Member at any time, upon not less than seven (7) Business Days' prior written notice by the General Partner or any Advisory Board Member to the Advisory Board Members, to consider matters for which the consent, approval, review, comment or waiver of the Advisory Board is required by this Agreement or is requested by the General Partner. Advisory Board Members may participate in a meeting of the Advisory Board by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. A quorum for any meeting of the Advisory Board called to approve a Unanimous Decision shall be three (3) Advisory Board Members and to approve a Majority Decision shall be two (2) Advisory Board Members. All actions to be taken by the Advisory Board shall be by the affirmative vote or written consent of the requisite number of Advisory Board Members needed for the matter in question as provided in this Agreement.
  - (d) Advisory Board Notices. Notices to the Advisory Board shall be deemed received if sent to each Limited Partner that has appointed an Advisory Board Member.
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(e) Joint Venture Investments.

- (i) With respect to any matter that would require a Partnership Decision, the General Partner shall make the applicable election and exercise or waive the rights of the Partnership or any of its Subsidiaries, in each case as a direct or indirect shareholder, member or equity holder of any Joint Venture Investment, only pursuant to the direction of the Advisory Board.
- (ii) With respect to each Joint Venture Investment, (A) capital contributions shall be made by the Partnership or its applicable Subsidiary only to the extent required pursuant to the terms of the applicable Governing Agreements, (B) the General Partner shall cause the Partnership or its applicable Subsidiary, as a direct or indirect shareholder, member or equity holder of any such Joint Venture Investment, to approve any matter and/or take any action only pursuant to the direction of the Advisory Board if the same would constitute a Partnership Decision hereunder to the extent that the Partnership or its applicable Subsidiary shall have the right to approve any such matter or action pursuant to the applicable Governing Agreements, including, without limitation, approving any indemnification claim or vote for dissolution of the applicable Joint Venture Investment, (C) except as required by applicable law or the applicable Governing Agreements, the General Partner shall cause the Partnership or its applicable Subsidiary, as a direct or indirect shareholder, member or equity holder of any such Joint Venture Investment, to distribute all profits received by the Partnership or such Subsidiary to the Partners on a monthly basis in accordance with Article IV, (D) except as required by the applicable Governing Agreements, the General Partner shall not cause or permit the Partnership or its applicable Subsidiary, as a direct or indirect shareholder, member or equity holder of any such Joint Venture Investment, to sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its interest in such Joint Venture Investment without the prior written consent of the Advisory Board if the same would constitute a Partnership Decision hereunder, and (E) except to the extent required by applicable law, the Governing Agreements for the applicable joint venture entity may be amended and/or otherwise modified only if approved by the Advisory Board, other than with respect to changes that are ministerial or otherwise de minimis in nature.

**6.3 Partnership Decisions.**

- (a) Notwithstanding the provisions of Section 6.1, without the unanimous consent of the Advisory Board Members, in each instance (a "**Unanimous Decision**"), the Partnership shall not and shall not cause any of its Subsidiaries to:
    - (i) sell (including, without limitation, sell and leaseback), promise to sell, assign, convey, exchange, pledge, transfer, give, dispose, hypothecate or otherwise encumber, directly or indirectly, any Partnership Asset or Portfolio Investment or any material part thereof or material interest therein, other than (i) personal property which may be disposed of or replaced due to wear and tear or obsolescence or otherwise in the ordinary course of business, (ii) easements and other property rights granted in the ordinary course of business (and which do not have a material adverse impact on the value of a Portfolio Investment), and (iii) leases, which shall be governed by Section 6.3(b);
    - (ii) except as expressly provided in the Purchase and Sale Agreement and Section 7.1 hereof, acquire other real or personal property or any direct or indirect interest in another Person, or any material interest therein on behalf of the Partnership or any of its Subsidiaries, either directly or indirectly, other than personal property, easements and other property rights acquired in connection with the ordinary operation of a Portfolio Investment;
    - (iii) other than trade payables incurred in the ordinary course of business, incur debt on
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- behalf of the Partnership or any of its Subsidiaries (or refinance or recast or prepay such debt, other than as required pursuant to the terms of the Financing Documents);
- (iv) enter into, amend, modify or terminate any Financing Document except for modifications or amendments which are ministerial or otherwise have a de minimis impact on the Partnership or any of its Subsidiaries or otherwise required pursuant to the terms of the Financing Documents;
  - (v) except as expressly provided in Article IX, admit any Person as a Partner or, except as provided in Section 2.2(e) or as required by the applicable Governing Agreements of a joint venture, admit any Person as a partner or member of any of the Partnership's Subsidiaries;
  - (vi) demolish or redevelop any Portfolio Investment and approve the plans and specifications for any redevelopment on account of such demolition or redevelopment;
  - (vii) guarantee the debts of any other Person (other than wholly-owned Subsidiaries);
  - (viii) make any loans to any Person (other than wholly-owned Subsidiaries of the Partnership);
  - (ix) cause the Partnership or any of its Subsidiaries to make any distributions of cash or property except as provided in this Agreement;
  - (x) terminate any Property Management Agreement other than for a "Cause Event" or consent to the assignment by the Property Manager of its interest in any Property Management Agreement (except as otherwise expressly permitted thereunder with respect to a designation by the Property Manager);
  - (xi) merge or consolidate the Partnership or any of its Subsidiaries with or into another Person;
  - (xii) execute and deliver any document which is prohibited under the Delaware Act, this Agreement or any Financing Document;
  - (xiii) amend, modify or terminate this Agreement;
  - (xiv) take any action not in furtherance of the stated purposes or intended business of the Partnership as set forth in this Agreement;
  - (xv) take any action under applicable bankruptcy, insolvency or similar laws with respect to the bankruptcy or insolvency of the Partnership or any of its Subsidiaries;
  - (xvi) enter into any Related Party Transaction, except as provided in Section 6.8(b);
  - (xvii) enter into any Governing Agreement (other than on a form previously approved for use by all of the Partners or the Advisory Board), or amend or modify any Property Management Agreement, Approved Investment Structure, or Governing Agreement of any of the Partnership's Subsidiaries in any manner, in each case (other than any Property Management Agreement), except for modifications or amendments which are ministerial or otherwise have a de minimis impact on the Partnership or any of its Subsidiaries, or are otherwise required pursuant to the terms of any agreements entered into by the Partnership or any of its Subsidiaries in accordance with the terms of this Agreement (such as, by way of example only, changes to Governing Agreements required to comply with the terms of any Financing Documents);
  - (xviii) take any action which would cause the REIT not to qualify as a "real estate
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investment trust” within the meaning of Section 856 of the Code;

- (xix) take any action on behalf of any Subsidiary of the Partnership (including a Joint Venture Investment, unless non-discretionary) which, if taken by the Partnership, would constitute a Unanimous Decision; or
  - (xx) approve any other matter set forth in this Agreement requiring unanimous approval of the Advisory Board Members or the Partners, as applicable.
- (b) Notwithstanding the provisions of Section 6.1, without the consent of a majority of the Advisory Board Members, in each instance (a “**Majority Decision**”), the Partnership shall not and shall not cause any of its Subsidiaries to:
- (i) approve any budget for the Partnership, any its Subsidiaries or any Portfolio Investment or, once approved, modify any Approved Budget;
  - (ii) make any single Capital Expenditure or group of Capital Expenditures in any Fiscal Year in respect of any single Portfolio Investment (including with respect of any redevelopment thereof), except as provided for in the applicable Approved Budget for such Portfolio Investment;
  - (iii) make any single expenditure or group of expenditures (other than Capital Expenditures) in any Fiscal Year in respect of any single Portfolio Investment exceeding (1) a line item of the applicable Approved Budget by more than fifteen percent (15%) or (2) the aggregate amount of such Approved Budget by more than ten percent (10%) (exclusive of increases attributable to temporary timing differences arising in the ordinary course of business which the General Partner reasonably expects will be reversed over time);
  - (iv) set aside funds for reasonable reserves, anticipated contingencies and working capital in excess of \$100,000 in the aggregate for any single Portfolio Investment, other than as required by law or contract (including Financing Documents) or in accordance the applicable Approved Budget;
  - (v) approve any leasing plan for any Portfolio Investment or, once approved, modify in any material respect any Approved Leasing Plan;
  - (vi) (w) enter into, terminate (including evict), modify or amend any lease of space at any Portfolio Investment for an area in excess of 10,000 square feet of the rentable area of the improvements on the property, or (x) enter into, modify or amend any lease of space at any Portfolio Investment if such lease, modification or amendment would set the net effective rent for such space below ninety seven percent (97%) of the net effective rent for such space provided in the applicable Approved Budget or Approved Leasing Plan, or such lease (or amendment or modification thereof) is not otherwise materially in accordance with the Approved Leasing Plan or (y) enter into, modify or amend any lease of space at any Portfolio Investment if such lease, modification or amendment is neither substantially in the standard form of lease for such Portfolio Investment (with commercially reasonable changes thereto) nor is otherwise on commercially reasonable terms, or (z) approve the plans and specifications for the initial tenant and/or landlord work (or any major renovation) with respect to any lease for an area in excess of 10,000 square feet of the rentable area of the improvements on the property; provided, notwithstanding the foregoing, that no such termination, modification, amendment or approval described in the foregoing clauses (w), (x), (y) or (z) shall be a Majority Decision to the extent the same is expressly required (or the Property Owner shall not have approval rights, in the case of clause (z)) under an existing lease or if such amendment or modification is ministerial or otherwise de minimis in nature (or if such tenant improvements are de minimis in nature, with respect to clause (z));
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- (vii) initiate any action, suit, arbitration, or litigation ("**Litigation**") on behalf of the Partnership or any of its Subsidiaries, except any Litigation initiated in the ordinary course of business or which could reasonably be expected to result in payment to the Partnership or any of its Subsidiaries of \$100,000 or less;
  - (viii) settle any Litigation except any Litigation which is covered in full by an insurance policy which is in effect (other than for any deductible which may apply) or that shall result in the payment by the Partnership or any of its Subsidiaries of amounts in excess of \$50,000 to the counterparty in such Litigation;
  - (ix) settle or adjust any insurance claim or condemnation action with respect to any single Portfolio Investment that individually or, with respect to a series of related claims in any Fiscal Year with respect to such Portfolio Investment, in the aggregate, exceeds \$100,000;
  - (x) approve any audited financial statements of the Partnership;
  - (xi) object to the determination of, or thereafter approve on behalf of the Advisory Board, the selection of an independent third party appraiser to determine, the "Fair Market Value" of any Partnership Asset as provided in the definition of such term set forth in Section 1.8 of this Agreement;
  - (xii) approve the plans and specifications for any single project for common area improvements with respect to a Portfolio Investment that would require Capital Expenditures of \$100,000 or more;
  - (xiii) approve any material change to an insurance program, it being acknowledged and agreed that the insurance program in place as of the date of this Agreement is acceptable to the Advisory Board;
  - (xiv) take any action on behalf of any Subsidiary of the Partnership (including a Joint Venture Investment, unless non-discretionary) which, if taken by the Partnership, would constitute a Majority Decision; or
  - (xv) approve any other matter set forth in this Agreement requiring majority approval of the Advisory Board Members or the Partners, as applicable.
- (c) All requests for approval of a Partnership Decision shall be made by the General Partner or any Advisory Board Member in writing and shall be accompanied by (x) pertinent information regarding such proposed Partnership Decision, and (y) a description of the Partnership Decision proposed to be taken by the Partnership and the basis on which the General Partner or Advisory Board Member recommends taking the proposed Partnership Decision action (a "**Consent Notice**"). Each Consent Notice shall also specify the date by which the Advisory Board Members shall respond to such Consent Notice, which date shall be not less than ten (10) days after delivery thereof to the Advisory Board. If any Advisory Board Member shall not deliver a written response to a proposed Partnership Decision prior to the date specified in the Consent Notice pertaining thereto, then such Advisory Board Member shall be deemed not to have consented to such Partnership Decision.

#### **6.4 Duties and Conflicts.**

- (a) The Partners, in connection with their respective duties and responsibilities hereunder, shall at all times act in good faith and, except as expressly set forth herein, any decision or exercise of right of approval, consent, disapproval or deferral of approval by a Partner is to be made by such Partner pursuant to the terms of this Agreement in good faith. Except for reimbursement of the General Partner's expenses pursuant to and in accordance with the terms of this Agreement, or as otherwise agreed to in writing by the Partners, no Partner or any partner, officer, shareholder or employee of any Partner shall receive any salary or other remuneration for its services rendered pursuant to this Agreement.
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- (b) Subject to the terms of Article VII, each Partner recognizes that the Partners have or may have other business interests, activities and investments, some of which may be in conflict or competition with the business of the Partnership (or any of its Subsidiaries) and that the other Partners are entitled to carry on such other business interests, activities and investments. No Limited Partner shall be obligated to devote all or any particular part of its time and effort to the Partnership and its affairs.
- (c) Except as set out in Article VII, any Partner or Affiliate thereof may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Partnership (or any of its Subsidiaries), and neither the Partnership (nor any of its Subsidiaries) nor any Partner shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Partner or Affiliate thereof, or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Partner or its Affiliate shall not be deemed wrongful or improper, even to the extent the same are competitive with the business activities of the Partnership (or any of its Subsidiaries). Except as set out in Article VII, no Partner or Affiliate thereof shall be obligated to present any particular investment opportunity to the Partnership (or any of its Subsidiaries) even if such opportunity is of a character which, if presented to the Partnership (or any of its Subsidiaries), could be taken by the Partnership (or any of its Subsidiaries), and except as set out in Article VII, any Partner or Affiliate thereof shall have the right to take for its own account (individually or as a partner, partner or fiduciary) or to recommend to others any such particular investment opportunity.

#### **6.5 Partnership Counsel.**

To the extent that the General Partner deems necessary, the Partnership shall retain one or more law firms to be the Partnership's legal counsel (the "**Partnership Counsel**"). The fees and expenses of the Partnership Counsel shall be a Partnership expense. Nothing herein shall restrict the Partnership Counsel from acting as counsel to any Partner or any Affiliate of such Partner (at the expense of such Partner or Affiliate), but Partnership Counsel may not represent such Partner or any Affiliate of such Partner in any dispute involving any other Partner or the Partnership (or any of its Subsidiaries).

#### **6.6 Exculpation/Indemnification.**

- (a) Limited Partners and Advisory Board Members
    - (i) Under the laws of the State of Delaware, to the extent that, at law or in equity, any Limited Partner has any duties (including, without limitation, fiduciary duties) and liabilities relating thereto to the Partnership or to the other Partners, such duties are hereby waived and eliminated and superceded by the provisions of this Agreement.
    - (ii) No Limited Partner shall be liable to the Partnership or to any other Partner for any act performed or omitted to be performed by it on behalf of the Partnership (or any of its Subsidiaries) provided such act or omission was taken in good faith, and did not constitute fraud, gross negligence or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement).
    - (iii) The Limited Partners shall be indemnified, defended and held harmless by the Partnership from and against any and all expenses (including reasonable attorneys' fees), losses, damages, liabilities, charges and claims of any kind or nature whatsoever including the cost of seeking to enforce this indemnification right (collectively "**Indemnified Losses**"), incurred by them in their capacities as Limited Partners, arising out of or incidental to any act performed or omitted to be performed by any one or more of the Limited Partners in good faith in their capacities as Limited Partners and/or in connection with the business of the Partnership (or any of its Subsidiaries), including any act or omission constituting ordinary negligence of such Limited Partners, provided that such act or omission did not constitute fraud, gross negligence or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement).
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- (iv) The Partnership and the other Partners shall be indemnified and held harmless by each Limited Partner from and against any and all Indemnified Losses arising out of or incidental to any act or omission taken in bad faith by such Limited Partner, or any fraudulent act, gross negligence, or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement) performed or committed by such Limited Partner.
  - (v) No Advisory Board Member, nor the Limited Partner such Advisory Board Member represents, nor any other Protected Person, shall be liable to any Partner or the Partnership by virtue of such Advisory Board Member acting as an "Advisory Board Member" hereunder, and each of the foregoing Persons shall be indemnified, defended and held harmless by the Partnership from and against any and all Indemnified Losses incurred by them by virtue of such Advisory Board Member acting as an "Advisory Board Member" hereunder; provided, notwithstanding the foregoing, that the Limited Partner represented by an Advisory Board Member shall be liable for any fraudulent act, gross negligence or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement) performed or committed by such Advisory Board Member. Under the laws of the State of Delaware, to the extent that, at law or in equity, the Advisory Board Members have any duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, such duties are hereby eliminated to the fullest extent permitted under such laws.
- (b) General Partner.
- (i) Under the laws of the State of Delaware, to the extent that, at law or in equity, the General Partner has any duties (including, without limitation, fiduciary duties) and liabilities relating thereto to the Partnership or to the other Partners, such duties are hereby waived and eliminated and superceded by the provisions of this Agreement.
  - (ii) The General Partner shall not be liable to the Partnership or to any Limited Partner for any act performed or omitted to be performed by it on behalf of the Partnership (or any of its Subsidiaries) provided such act or omission was taken in good faith, and did not constitute fraud, gross negligence or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement).
  - (iii) The General Partner shall be indemnified, defended and held harmless by the Partnership from and against any and all Indemnified Losses incurred by it in its capacity as a General Partner, arising out of or incidental to any act performed or omitted to be performed by it in good faith in its capacity as the General Partner and/or in connection with the business of the Partnership (or any of its Subsidiaries) including, without limitation, any act or omission constituting ordinary negligence of the General Partner, provided that such act or omission did not constitute fraud, gross negligence or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement).
  - (iv) The General Partner shall indemnify each Limited Partner and the Partnership (each, and "**Indemnified Party**"), for any Indemnified Losses resulting from any fraudulent act, gross negligence and/or willful misconduct (including, without limitation, an intentional material breach of the terms of this Agreement) by the General Partner.
- (c) General.
- (i) All indemnification obligations under this Agreement shall also run to the benefit of any Affiliate of any Partner or any principal, partner, member, manager, shareholder, controlling person, officer, director, agent or employee of any of the aforesaid Persons (each of the foregoing a "**Protected Person**").
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- (ii) The Partnership shall promptly reimburse (or advance, to the extent reasonably requested by a Protected Person other than in connection with Indemnified Losses resulting from claims made by the Partnership or any Partner) each Protected Person for reasonable legal or other expenses (as incurred) of each Protected Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Indemnified Losses for which the Protected Person may be indemnified pursuant to Section 6.6(a) or 6.6(b), as applicable; provided, that such Protected Person executes a written undertaking to repay the Partnership for such reimbursed or advanced expenses if it is finally judicially determined that such Protected Person is not entitled to the indemnification provided by Section 6.6(a) or 6.6(b), as applicable.
- (iii) The provisions of this Section 6.6 shall continue to afford protection to each Protected Person regardless of whether such Protected Person remains in the position or capacity pursuant to which such Protected Person became entitled to indemnification under this Section 6.6 and regardless of any subsequent amendment to or termination of this Agreement.
- (d) The provisions of this Section 6.6 shall survive a termination of this Agreement.

#### **6.7 Cedar LP Obligations**

- (a) As a material inducement to RioCan to enter into this Agreement, Cedar LP shall guarantee to RioCan, the payment and performance of the obligations of Cedar GP under this Agreement.
- (b) Cedar LP hereby agrees and acknowledges that it is a primary obligor for the obligations of Cedar GP hereunder and not merely a surety and hereby absolutely, irrevocably and unconditionally guarantees the full and punctual payment and performance of such obligations without the necessity for any suit or proceeding of any kind or nature whatsoever brought by the Partnership or any Limited Partner and without the necessity of any notice or demand to which Cedar LP might otherwise be entitled (including, without limitation, diligence, presentment, notice of maturity, extension of time, change in nature or form of Cedar LP or the obligations, acceptance of security, release of security, imposition or agreement arrived at as to the amount of or the terms of the obligations, notice of adverse change in Cedar LP's financial condition or any other fact which might materially increase the risk to Cedar LP).
- (c) The provisions of this Section 6.7 shall solely be for the benefit of RioCan and shall not confer upon any creditor or other third party having dealings with the Partnership or any of its Subsidiaries any right, claim or other benefit.
- (d) The provisions of this Section 6.7 shall survive a termination of this Agreement.

#### **6.8 Transactions with Partners or Affiliates.**

- (a) Neither the Partnership nor any of its Subsidiaries may enter into any transaction with any Partner or any of its Affiliates (each, a **Related Party Transaction**"), without first obtaining the unanimous written consent of the Advisory Board and satisfying the remaining requirements of this Section 6.8.
  - (b) No Related Party Transaction between the Partnership or any of its Subsidiaries on the one hand and any Partner or any Affiliate of any Partner (each, a **Related Party**) on the other hand shall be void or voidable solely by reason of such relationship. The entering into of any Related Party Transaction by the Partnership or any of its Subsidiaries shall not subject the participating Related Party or any of its Affiliates, or their respective officers, directors, managers, partners or stockholders to liability to the Partnership, any of its Subsidiaries or any Partner if all of the material facts as to the Related Party Transaction and the nature of any conflict of interest are disclosed or are known to the Advisory Board Members prior to entering into the Related Party Transaction. In furtherance of the foregoing, the Partners
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acknowledge and agree that Cedar Operating Partnership or an affiliate of Cedar Operating Partnership, as determined by Cedar GP (provided such affiliate is directly or indirectly wholly-owned by Cedar Operating Partnership or CSCI and generally manages the other properties directly or indirectly owned by Cedar Operating Partnership) shall act as Property Manager for each Portfolio Investments pursuant to a Property Management Agreement substantially in the form attached hereto as Exhibit A, and the foregoing Related Party Transactions shall not require the consent of the Advisory Board for so long as Cedar GP remains the General Partner. In the event of a default under a Related Party Transaction between the Partnership and any of the Cedar Partners or any Affiliate or permitted assignee thereof, RioCan shall have the right to enforce the terms of such Related Party Transaction on behalf of the Partnership. In the event that any of the Property Management Agreements with respect to which Cedar Operating Partnership or its Affiliate is the Property Manager is terminated, with respect to any decision to enter into a replacement Property Management Agreement the following procedure shall govern:

- (i) RioCan shall forthwith submit to the Cedar Partners the names of at least three (3) property managers (the "**Nominees**") each of whom is at arm's length to RioCan, and is an experienced operator of properties similar to the Portfolio Investments, and the market terms and conditions on which each of the Nominees is prepared to manage the Portfolio Investments (the "**Proposed Terms**"); and
- (ii) Cedar shall consider, in good faith acting reasonably, the Nominees and the Proposed Terms and within ten (10) Business Days after RioCan has submitted the names of the Nominees and their respective Proposed Terms, Cedar shall notify RioCan which one of the Nominees it has selected. All selections made in this regard shall be binding upon the Partners.

#### **6.9 Rights of the Limited Partners.**

Except as otherwise expressly provided in this Agreement, neither the Advisory Board nor the Limited Partners shall take part in the management or control of the business of the Partnership (or any of its Subsidiaries) or transact any business for or in the name of the Partnership (or any of its Subsidiaries), nor shall any Advisory Board Member or Limited Partner have the power to sign for or bind the Partnership (or any of its Subsidiaries). Except as otherwise expressly provided herein, any exercise by the Advisory Board or the Limited Partners of their rights under this Agreement shall be deemed to be an action affecting the agreement among the Partners and not an action affecting the management or control of the business of the Partnership (or any of its Subsidiaries).

#### **6.10 Expenses.**

The General Partner shall be reimbursed for all of its reasonable and actual out-of-pocket expenses (not including any general office overhead) in accordance with the terms of this Agreement and the Approved Budgets.

#### **6.11 Certain Tax Matters.**

- (a) Tax Matters Partner. The "**Tax Matters Partner**" (as such term is defined in Section 6231(a)(7) of the Code) of the Partnership shall be the General Partner. The Tax Matters Partner shall cause to be prepared and filed all returns of the Partnership and each Limited Partner shall take all actions required to authorize and appoint the General Partner as the party with the sole authority to handle all tax matters of the Partnership. The provisions of Section 8.3(f) shall govern tax elections to be made on behalf of the Partnership. The Tax Matters Partner shall comply with the responsibilities outlined in Sections 6221 through 6233 of the Code (including the Regulations promulgated thereunder) and shall have all powers necessary to perform fully in such capacity. The Tax Matters Partner is authorized to represent the Partnership before taxing authorities and courts in tax matters affecting the Partnership and the Partners in their capacity as such and shall keep the Partners informed of any such administrative and judicial proceedings and shall allow the Limited Partners to participate, at their own expense, in such proceedings; provided, that the Tax Matters Partner shall have no right to enter into any settlement agreement or otherwise settle or compromise any matter in
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its capacity as Tax Matters Partner without the majority consent of the Advisory Board. The Tax Matters Partner shall be entitled to be reimbursed by the Partnership for all costs and expenses incurred by it in connection with any administrative or judicial proceeding affecting tax matters of the Partnership and the Partners in their capacity as such and to be indemnified by the Partnership (solely out of Partnership Assets) with respect to any action brought against it in connection with any judgment in or settlement of any such proceeding (subject to any limitation on the right to indemnification pursuant to Section 6.6 hereof). Any Partner who enters into a settlement agreement with respect to any Partnership item shall notify the Tax Matters Partner of such settlement agreement and its terms within thirty (30) days after the date of settlement. The Tax Matters Partner shall also manage audits of the Partnership conducted by the Internal Revenue Service or any other taxing authority pursuant to the audit procedures under the Code and the Treasury Regulations promulgated thereunder or other applicable law. This provision shall survive any termination of this Agreement.

- (b) **Classification as a Partnership.** The parties hereto intend the Partnership be classified as a partnership for United States federal, state and local income tax purposes effective as of the date of this Agreement. No Partner shall elect to have the Partnership classified as an association taxable as a corporation for United States federal income tax purposes pursuant to Regulations Section 301.7701-3. The Tax Matters Partner shall, for and on behalf of the Partnership, take all steps as may be required to maintain the Partnership's classification as a partnership for United States federal income tax purposes, including, if necessary, affirmatively filing Internal Revenue Service Form 8832 no later than seventy-five (75) days after the effective date of this Agreement. By executing this Agreement, each of the parties hereto consents to the authority of the Tax Matters Partner to make any such election and shall cooperate in the making of such election (including providing consents and other authorizations that may be required).
- (c) **Tax Election.** The Partners shall take all actions necessary to cause the REIT to be qualified, operated and maintained as a real estate investment trust for federal, state and, if applicable, local income tax purposes.
- (d) **Transparent Entities.** The General Partner will use commercially reasonable efforts to cause Portfolio Investments to be owned through entities that are treated as "transparent" for Canadian tax purposes, provided that the use of such entities does not have an adverse impact on the ability of either CSCI or the REIT to qualify as a real estate investment trust under the Code, and provided, further, that the General Partner's obligation under this Section 6.11(d) shall be deemed satisfied with respect to any transaction structure that has been approved by the Advisory Board.

## ARTICLE VII INVESTMENT OPPORTUNITIES; NONCOMPETITION AND NONSOLICITATION

### 7.1 Investment Opportunities.

- (a) Notwithstanding anything to the contrary contained in this Agreement, during the Investment Period, if any opportunity to acquire a freehold, leasehold or indirect ownership interest (i.e., through the purchase of the ownership interests in a property owning entity or its direct or indirect owners) with respect to a Target Investment is identified by, presented or offered to any Partner or any of its Restricted Parties, that such Person desires to pursue, such Partner shall provide notice of such proposed investment to the other Partners and the Advisory Board and such investment shall be offered to the other Partners for investment by the Partnership as a Portfolio Investment in accordance with subsection (b) below. For the purposes of this subsection (a), "**Target Investment**" means a potential Portfolio Investment that is: (i) primarily a supermarket-anchored retail property or other retail-anchored property; (ii) comprised of at least 50,000 square feet of gross leaseable area, provided that this subparagraph (ii) shall not apply to any supermarket-anchored retail property; (iii) located in Connecticut, Maryland, Massachusetts, New Jersey, New York, Pennsylvania or Virginia; and (iv) not part of a larger portfolio primarily comprised of real estate properties that include
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properties that are not in one of the States listed in subparagraph (iii) above; provided however, except for the redevelopment of existing supermarket-anchored or other retail-anchored properties, a Target Investment for purposes of this Section 7.1 only shall not include any potential Portfolio Investment that requires ground-up construction of substantially all of the improvements to be located on the applicable site. For purposes of this Agreement, "**Restricted Parties**" shall mean (1) with respect to the Cedar Partners only, CSCI, Cedar Operating Partnership, or any Subsidiary of CSCI or Cedar Operating Partnership (other than the Partnership and its Subsidiaries), and (3) with respect to RioCan only, RioCan REIT, RioCan Private REIT, Inc. or any Subsidiary of RioCan REIT or RioCan Private REIT, Inc. (other than the Partnership and its Subsidiaries); provided, that "Restricted Parties" shall not include any Subsidiary of CSCI, Cedar Operating Partnership, RioCan REIT or RioCan Private REIT, Inc. which is a joint venture existing as of the date of this Agreement pursuant to which CSCI, Cedar Operating Partnership, RioCan REIT or RioCan Private REIT, Inc., as applicable, does not have the right, directly or indirectly, to prevent such joint venture from acquiring a Target Investment or soliciting and hiring employees; and, anything contained herein to the contrary notwithstanding, in no event shall the provisions of this Section 7.1 apply to any Target Investment owned as of the date hereof, in whole or in part, directly or indirectly, by any of CSCI, Cedar Operating Partnership, RioCan REIT or RioCan Private REIT, Inc. (including, without limitation, if a direct or indirect interest in a Target Investment is offered to a Restricted Party pursuant to the exercise of a buy/sell, right of first offer, right of first refusal or similar right provided in the Governing Agreements of any Subsidiaries of such Persons that are joint ventures). For purposes of Section 7.1 only, "Subsidiary" shall mean any Subsidiary of the applicable Person that is Controlled or at least fifty percent (50%) owned, directly or indirectly, by such Person.

- (b) Any notice provided pursuant to subparagraph (a) above shall set out the material terms of the acquisition of the applicable Target Investment then known or in the possession or control of the party sending the notice (the "**Referring Party**"). The notice shall include a reasonably detailed report related to such Target Investment which includes, based upon information then known or in the possession or control of the Referring Party:
- (i) an investment summary containing such details and information regarding the acquisition of such Target Investment as set out in Exhibit B annexed hereto;
  - (ii) a good faith estimate of the Initial Real Property Costs to be required in connection with the acquisition of such Target Investment;
  - (iii) a copy of the agreement of purchase and sale (if available), the letter of intent (if applicable), and/or the basic terms and conditions (or permitted parameters of terms and conditions) respecting a proposed offer to be made or agreement of purchase and sale to be entered into in connection with the acquisition of such Target Investment ;
  - (iv) a development *pro-forma* (if applicable) and valuation and returns analysis of such Target Investment, including an ARGUS report (if applicable);
  - (v) a summary of material terms of any proposed financing with respect to the acquisition of such Target Investment, if any, including the status of discussions with respect thereto;
  - (vi) copies of building condition reports and environmental reports (if available) with respect to such Target Investment; and
  - (vii) a list of properties which are directly or indirectly owned or managed by the Referring Party or any of its Restricted Parties which may compete with the Target Investment or would otherwise trigger the restrictions set forth in Section 7.2(a).
- (c) The party receiving the notice provided for in subsection (a) (in each case, the "**Receiving Party**") shall have (i) fifteen (15) days from receipt of such notice, in the case of a Target Investment which has an estimated purchase price which is below \$15,000,000 as set out in
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such notice or (ii) thirty (30) days from receipt of such notice, in the case of a Target Investment with an estimated purchase price of \$15,000,000 or more as set out in such notice, to elect pursuant to a written notice delivered to the other Partners to cause the Partnership (through one of its Subsidiaries) to acquire such Target Investment. Any failure by the Receiving Party to make such election in writing as and when required in this subsection (c) shall constitute a rejection of such Target Investment.

- (d) During the period of time referred in subsection (c), the Partners will cause their Advisory Board Members to be available to meet at mutually convenient times to discuss the applicable Target Investment. In addition to the information to be provided with the aforesaid notice, the Referring Party shall provide such additional information as may be reasonably requested by the Receiving Party in connection with the applicable Target Investment as shall be in the possession or control of the Referring Party at such time. Any assumptions, analyses and conclusions contained in the reports provided pursuant to subsection (b) shall be without representation or warranty by the Referring Party including, without limitation, any representation or warranty with respect to the realization of incremental value with respect to such Target Investment.
- (e) If the Receiving Party approves a Target Investment within the period of time provided in subsection (c) above, the General Partner shall proceed to cause such Target Investment to be acquired by the Partnership (through one of its Subsidiaries) in accordance with the Approved Investment Structure, provided that (i) the acquisition shall be on terms and conditions materially the same as (or more favorable to the Partnership or its applicable Subsidiary than) those contained in the notice provided for in subsection (a); (ii) all reports of consultants (including environmental, audits and building condition reports) will be provided to the Advisory Board; and (iii) the Partnership (or its applicable Subsidiary) will not proceed to waive any material conditions to its obligation to acquire the applicable Target Investment unless same are approved by a majority of the Advisory Board.
- (f) If the Receiving Party rejects (or is deemed to have rejected in accordance with subsection (c)) any Target Investment, the Referring Party shall have the right to pursue the acquisition of such Target Investment alone or with any other third party; provided that (i) if the terms of any such acquisition become more favorable to the Referring Party in any material respect than those previously disclosed pursuant to the notice provided for in subsection (a), the Referring Party shall be obliged to deliver another notice to the Receiving Party disclosing the terms of such acquisition in accordance with the provisions of this Section 7.1 and each Partner shall comply again with such provisions, and (ii) such investment complies with the requirements of Section 7.2.

## 7.2 Noncompetition.

- (a) During the Investment Period, each of the Partners agrees, except as otherwise provided herein, not to (and not permit any of its Restricted Parties to), directly or indirectly, within three (3) miles in any direction on any road, street, highway, freeway or other public or private thoroughfare fronting, adjacent, parallel to or providing access to or from each respective Portfolio Investment, own any interest in, manage, operate, develop or control any Target Investment (including, without limitation, any Target Investment to be developed or redeveloped, but excluding any Target Investment that will be included in a portfolio acquisition if such Target Investment constitutes less than ten percent (10%) of the gross leasable area of the entire portfolio and such portfolio acquisition includes not more than two (2) Target Investments). The Partners further acknowledge and agree that the prohibition on ownership of Target Investments described herein shall not constitute, and shall not be construed to constitute, a prohibition on any Person's non-controlling ownership of stock in any publicly traded companies listed on any national stock exchange.
  - (b) Each of the Partners acknowledges and agrees that (i) the other Partners would not have agreed to acquire the Portfolio Investments by and through the Partnership and its Subsidiaries without the provisions of this Section 7.2 and each and every provision in this Section 7.2, including without limitation the provisions of subsection (c) below, and (ii) the
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foregoing territorial and time limitations and restrictive covenants are reasonable and properly required for the adequate protection of the business and affairs of the Partnership and its Subsidiaries, and in the event any such territorial or time limitation is found to be unreasonable by a court of competent jurisdiction, each of the Partners agrees and submits to the reduction of either said territorial or time limitation or both, to such an area or period as the court may determine to be reasonable.

- (c) Each of the Partners acknowledges that the Partnership and/or its Subsidiaries will suffer damages incapable of ascertainment in the event that any of the provisions of Section 7.2(a) hereof are breached and that Partnership and/or its Subsidiaries will be irreparably damaged in the event that the provisions of Section 7.2(a) are not enforced. Therefore, should any dispute arise with respect to the breach or threatened breach of Section 7.2(a), each of the Partners agrees and consents, that in addition to any and all other remedies available to the Partnership or its Subsidiaries, an injunction or restraining order or other equitable relief may be issued or ordered by a court of competent jurisdiction restraining any breach or threatened breach of Section 7.2(a). Each of the Partners agrees not to assert in any such action that an adequate remedy exists at law. All expenses, including, without limitation, reasonable attorney's fees and expenses incurred in connection with any legal proceeding arising as a result of a breach or threatened breach of Section 7.2(a) shall be borne by the losing party to the fullest extent permitted by law and the losing party hereby agrees to indemnify and hold the other party harmless from and against all such expenses.

### **7.3 Nonsolicitation.**

- (a) During the Term, no Partner shall, and each Partner shall cause their respective Restricted Parties not to, without the prior written consent of the other Partners, directly or indirectly, solicit to hire (or cause to leave the employ of such Partner or its Restricted Parties) any employee of such Partner or its Restricted Parties unless such Person ceased to be an employee of such Partner or its Restricted Parties due to such Partner's or such Restricted Parties' termination of such Person, or, in the case of such Person's voluntary termination of employment with such Partner or its Restricted Parties, at least six (6) months has elapsed since such Person's voluntary termination; provided, however, that nothing in this Section 7.3(a) shall prohibit or restrict any Partner or any of its Restricted Parties from soliciting or hiring any such employee pursuant to any general solicitation. In addition, no Partner shall, and each Partner shall cause their respective Restricted Parties not to, directly, or indirectly, during the Term, call on, solicit or service any tenant, subtenant, landlord, licensee, licensor or other business relation of the Partnership or any of its Subsidiaries in order to induce or attempt to induce such Person to (x) cease doing business with the Partnership or any of its Subsidiaries or (y) deal with any competitor of the Partnership or any of its Subsidiaries.
- (b) Each of the Partners acknowledges that the Partnership and/or its Subsidiaries will suffer damages incapable of ascertainment in the event that any of the provisions of Section 7.3(a) hereof are breached and that Partnership and/or its Subsidiaries will be irreparably damaged in the event that the provisions of Section 7.3(a) are not enforced. Therefore, should any dispute arise with respect to the breach or threatened breach of Section 7.3(a), each of the Partners agrees and consents, that in addition to any and all other remedies available to the Partnership or its Subsidiaries, an injunction or restraining order or other equitable relief may be issued or ordered by a court of competent jurisdiction restraining any breach or threatened breach of Section 7.3(a). Each of the Partners agrees not to assert in any such action that an adequate remedy exists at law. All expenses, including, without limitation, reasonable attorney's fees and expenses incurred in connection with any legal proceeding arising as a result of a breach or threatened breach of Section 7.3(a) shall be borne by the losing party to the fullest extent permitted by law and the losing party hereby agrees to indemnify and hold the other party harmless from and against all such expenses.

## **ARTICLE VIII BOOKS AND RECORDS, REPORTS TO PARTNERS**

### **8.1 Bank Accounts.**

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Subject to Section 6.3, the General Partner shall have authority to open bank accounts and designate signatories with respect thereto on behalf of the Partnership or any of its Subsidiaries as it shall deem necessary or desirable for the conduct of Partnership's or any of its Subsidiaries' business. One or more individuals designated by the General Partner, from time to time, shall at all times be designated signatories with respect to such bank accounts. The funds of the Partnership and each of its Subsidiaries shall not be commingled with any other funds.

## 8.2 Books of Account.

The Partnership shall keep books of account and records showing the assets and liabilities, operations, transactions and financial condition of the Partnership, its Subsidiaries and the Portfolio Investments on an accrual basis in accordance with GAAP. The books of account and records of the Partnership, its Subsidiaries and the Portfolio Investments shall at all times be maintained at the principal office of the Partnership. All such books of account and records may be inspected, copied and audited (including, without limitation, internal control testing) by any Partner, its designees or representatives from time to time upon reasonable prior written notice to the General Partner at the office of the Partnership. The General Partner will consult the Limited Partners on all accounting policies and shall, as soon as possible, advise the Limited Partners in writing in advance of any proposed material change. The General Partner will provide to a Limited Partner, upon request, a description of its principal internal controls and results of testing as they relate to the Portfolio Investments and such other matters relating to internal controls as such Limited Partner may reasonably request from time to time.

## 8.3 Audit and Reports.

(a) Operating Statements. The General Partner shall, as a Partnership expense, at least once every calendar year have the Partnership's books and records audited by the Accountant. A copy of the annual audited financial statements of the Partnership shall be submitted, promptly after completion, to all Partners and shall include:

- (i) a balance sheet;
- (ii) a statement of the income for such year;
- (iii) a statement of cash flows;
- (iv) a statement of each Partner's Capital Account, including such Partner's allocations and share of Profits, Losses and Regulatory Allocations pursuant to Section 5.2(a)(viii); and
- (v) all notes to the financial statements; and
- (vi) supplemental unaudited consolidating statements of income and balance sheets.

The General Partner shall cause such submission to occur not later than ninety (90) days after the end of each Fiscal Year. Each of the items described in clauses (i) through (vi) above shall be prepared in accordance with GAAP. All financial information required to be provided to the Partners or otherwise required hereunder shall be compiled in U.S. Dollars. The Cedar Partners acknowledge that RioCan and its shareholders will be subject to IFRS commencing January 1, 2011 with retroactive impact to January 1, 2010. Consequently, periodic third party appraisals may be necessitated and the General Partner will cause the Property Manager to oversee such process; provided that RioCan shall bear the cost of any appraisals not required under any Financing and any audit expenses in connection therewith, if applicable. In addition, the Cedar Partners will make all reasonable efforts to provide RioCan with the information it requires in connection with the conversion to IFRS.

(b) Tax Information. Within forty (40) days following the end of the Fiscal Year of the Partnership, the General Partner shall, as a Partnership expense, furnish each Partner with

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copies of the Partnership's federal partnership Return of Income and other income tax returns, together with each Partner's Schedule K-1 or analogous schedule, in draft form which returns shall be signed by the chief financial officer of Cedar Shopping Centers Inc., if Cedar GP is the Tax Matters Partner. The General Partner shall also provide such other information reasonably requested by a Partner to assist the Partner in preparing its tax returns.

- (c) Quarterly Reports. Within thirty (30) days after the end of each quarter of each Fiscal Year, the General Partner shall cause to be prepared and made available to each Limited Partner through the General Partner's web site:
- (i) unaudited financial information for the Partnership, including a complete set of financial statements comprising a balance sheet, income statement, cash flow statement and statement of partner's capital and consolidating statements of income and balance sheets;
  - (ii) reports for each Portfolio Investment prepared on GAAP basis in accordance with the Property Management Agreement, Section 10; and
  - (iii) an internal control certificate signed by the chief financial officer of Cedar Shopping Centers Inc., if Cedar GP is the General Partner.
- (d) Partnership Records. The General Partner hereby agrees (a) to cause the Partnership to preserve all financial and accounting records pertaining to the Partnership during the Term and for six (6) years thereafter (in electronic form, at the General Partner's election), (b) to prepare its financial statements in accordance with GAAP, (c) to not take or fail to take any action that would cause the auditor's report of such statements to include any qualifications due to scope of limitations, lack of sufficient component evidential matter, or a departure from GAAP, and (d) that the following items shall be included with the package of information containing the audited financial statements: (i) a schedule of all Partners, (ii) the annual independent auditor's statement, (iii) any management representation letter that the General Partner provides to its auditors in connection with the preparation of the Partnership's financial statements, and (iv) schedule of unadjusted errors.
- (e) Tax Returns. The General Partner shall, as a Partnership expense, use commercially reasonable efforts to cause to be filed all tax returns related to the Partnership, its Subsidiaries and each Portfolio Investment in a timely manner. The General Partner shall use commercially reasonable efforts to provide the Limited Partners with drafts of all tax returns thirty (30) days prior to the date such returns are filed. Each of the Partners shall promptly provide to the General Partner such information as may be in its possession as shall be necessary or appropriate for the preparation of such returns. The Limited Partners shall have no obligation to deliver any document or other instrument to the General Partner or to any other party except to the extent that such document or instrument is otherwise publicly available, and in no event shall any Limited Partner have any obligation to execute any agreement, certificate or other document unless the same is in a form reasonably acceptable to such Limited Partner. No later than forty (40) days after the end of each Fiscal Year of the Partnership, the Partnership shall, as a Partnership expense, furnish the Partners with all necessary tax reporting information required by the Partners for the preparation of their respective federal, state and local income tax returns, including each Partner's pro rata share of income, gain, loss, deductions and credits for such Fiscal Year. The General Partner shall supervise the Accountant in the preparation of the Partnership's tax returns, the cost of which shall be a Partnership expense.
- (f) Elections. Except as otherwise provided in this Agreement, all decisions as to accounting principles, whether for the Partnership's books or for income tax purposes (and such decisions may be different for each such purpose) and all elections available to the Partnership under applicable tax law, shall be made by the Tax Matters Partner (subject to approval by the Advisory Board with respect to any such decision or election that would have a disproportionate material adverse effect on RioCan). Upon the request of any Partner in connection with the transfer of all or part of such Partner's Interest, the Partnership shall make an election under Code Section 754. The General Partner shall not elect to have the
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Partnership classified as an association taxable as a corporation for federal income tax purposes and shall take any steps required to maintain the Partnership's classification as a partnership for such purposes.

- (g) Internal Reports. The Cedar Partners shall, at no cost or expense to the Cedar Partners, cooperate with RioCan in good faith in connection with the preparation of internal reports required to be prepared by or on behalf of RioCan or RioCan REIT, including providing readily available information to RioCan in connection therewith.
- (h) Portfolio Investments. As soon as reasonably practicable after the consummation of the acquisition of a Portfolio Investment other than an Initial Property (taking into account the time reasonably necessary to record the closing of a transaction in the appropriate registry(s), as applicable), but in any event not more than thirty (30) days after such acquisition, the General Partner will deliver to the Limited Partners a letter prepared by the General Partner, that (i) states that the transaction has been completed, (ii) lists the amount of dollars that were transferred to the seller of the Portfolio Investment, (iii) contains a sources and uses chart detailing how invested capital was obtained and applied and (iv) states that title to the Portfolio Investment has transferred to the applicable Subsidiary of the Partnership.
- (i) REIT Compliance. The General Partner will (i) monitor the compliance of the REIT with the rules governing "real estate investment trusts" as provided in Section 856 of the Code (the "REIT Rules") and (ii) provide quarterly reporting to the Limited Partners, within thirty (30) days after the end of each quarter, regarding the REIT's compliance with the REIT Rules.
- (j) RioCan's Reporting Expenses. Notwithstanding anything to the contrary contained in this Agreement, if RioCan shall request additional information or materials that are not readily available to the General Partner, or the preparation of additional reports not customarily prepared by the General Partner or the Property Manager (if and to the extent it is an Affiliate of the General Partner), the reasonable cost and expense of providing such information, materials and reports shall be paid by RioCan promptly following demand. The provisions of this Section 8.3(j) shall only apply to supplemental or additional information, materials and reports requested by RioCan, and not to the specific information, materials and reports expressly required to be provided under this Agreement.
- (k) Audit Procedures. Audit procedures, as agreed upon with RioCan, are required to be performed by the Accountant not later than thirty (30) days after the end of each Fiscal Year so as to allow for the completion of the audit of RioCan REIT's financial statements.

#### **8.4 Accountants.**

The General Partner shall cause the Partnership to retain Ernst & Young or any other recognized and reputable national independent certified public accounting firm selected by the General Partner to be the accountant and auditor for the Partnership and approved by the Advisory Board (the "**Accountant**"). The fees and expenses of the Accountant shall be a Partnership expense.

#### **8.5 Annual Budget.**

The General Partner shall prepare and deliver to the other Partners an annual budget for the Partnership, each of its Subsidiaries and/or each Portfolio Investment for each Fiscal Year, not later than ninety (90) days prior to the commencement of each Fiscal Year. All budgets will be reforecasted on a quarterly basis. Budgeted income will be prepared in accordance with GAAP.

#### **8.6 Accounting Fee.**

The Partnership shall pay to Cedar GP \$25,000 per annum fee for each Portfolio Investment directly or indirectly owned by the Partnership for costs related to the specific reports required to be produced hereunder and under the Property Management Agreements; provided, that the foregoing per annum fee payable for each Portfolio Investment owned directly or indirectly by the Partnership beyond the tenth (10) Portfolio Investment shall be \$15,000 per annum in respect each such Portfolio Investment and in no event shall Cedar GP be entitled to payment of an aggregate amount under this Section 8.6 in excess of \$500,000 per annum.

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**ARTICLE IX**  
**TRANSFER; WITHDRAWAL; REMOVAL OF GENERAL PARTNER**

**9.1 Transfers Generally.**

Except as otherwise expressly set forth in this Article IX, no Partner may sell, assign, pledge, transfer, give, hypothecate or otherwise encumber any direct or indirect interest in the Partnership or any of its Subsidiaries (any such sale, assignment, pledge, transfer, gift, hypothecation, encumbrance or acquisition being hereinafter referred to as a “**Transfer**”), without the prior written consent of all of the other Partners, which may be granted or withheld in the sole and absolute discretion of such other Partners. For the purposes hereof, “Transfer” shall include a change in ownership of any Partner. Any Transfer of any direct or indirect interest in the Partnership or any of its Subsidiaries in contravention of this Article IX shall be null and void and shall be deemed a material breach of the terms of this Agreement, and the other Partners shall have all the rights and remedies available under this Agreement and applicable law. Notwithstanding anything to contrary contained in this Agreement, (x) transfers of direct or indirect interests in CSCI, Cedar Operating Partnership and RioCan REIT shall be permitted without the consent of any Partner and without the obligation to comply with the further provisions of this Article IX, but subject, however, to the rights of Partners in the event of a Change of Control, and (y) a one time transfer of either (A) forty-nine percent (49%) or a lesser amount of the direct or indirect interests in RioCan to a single Institutional Investor or (B) RioCan’s entire Interest to a U.S. entity that is wholly owned and Controlled by RioCan REIT and a single Institutional Investor and at least fifty-one percent (51%) owned, directly or indirectly, by RioCan REIT and not more than forty-nine percent (49%) owned, directly or indirectly, by such Institutional Investor, shall be permitted without the consent of the Cedar Partners, subject to the remaining requirements of this Article IX and the rights of the Cedar Partners in the event of a Change of Control with respect to RioCan; provided, that simultaneously with any assignment under the foregoing clause (B), RioCan shall cause such U.S. entity to assume all of the obligations of RioCan under the Purchase and Sale Agreement (including, without limitation, the obligation to pay the Earn-Out Proceeds (as defined therein) to Cedar Operating Partnership as and when required thereunder) pursuant to an assumption agreement reasonably satisfactory to the Cedar Partners.

**9.2 Succession by Operation of Law/Prorations/Cooperation.**

If any direct or indirect interest in the Partnership or any of its Subsidiaries is Transferred or proposed to be Transferred pursuant to this Article IX, the parties hereto agree to reasonably cooperate with each other in good faith to structure such Transfer to avoid or minimize transfer fees to lenders and any transfer, deed or similar taxes due in connection therewith and, if so desired, to avoid termination of the Partnership for Federal income tax purposes. All expenses of the Partnership, including transfer taxes (if any), legal, accounting and general audit expenses, occasioned by the sale, assignment or transfer by a Partner of any direct or indirect interest in the Partnership or any of its Subsidiaries or the death, insanity, incompetence or Bankruptcy of a Partner, shall be paid by such Partner or, as applicable, by the transferee of such direct or indirect interest, promptly upon demand thereof, as a condition to the effectiveness of such Transfer.

**9.3 General Conditions Applicable to Transfers.**

- (a) Notwithstanding anything in this Agreement to the contrary (including but not limited to any of the other sections of this Article IX), except as set forth in clause (x) of Section 9.1, in no event shall (i) any Transfer be made, recognized or consented to by the Partners or deemed effective unless such Transfer will not constitute or result in a material violation or default under any Financing Document or (ii) any direct or indirect interest in the Partnership or any of its Subsidiaries be Transferred to a Person who is the subject of any pending bankruptcy proceedings, or to an individual Person who is a minor or who otherwise lacks legal capacity, and any attempt to effect a Transfer to such a Person shall be void and of no effect and shall not bind the Partnership or (iii) any direct or indirect interest in the Partnership or any of its Subsidiaries be Transferred to a Person (A) named on any list of Persons and governments issued by OFAC pursuant to Executive Order 13224, as in effect on the date hereof, or any similar lists publicly issued by OFAC or any other department or agency of the United States of America (“**OFAC Lists**”), (B) included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the Persons referred to or described in the OFAC Lists, or (C) who has knowingly conducted business with or knowingly engaged in
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any transaction with any Person named on any of the OFAC Lists.

- (b) In the event that any filing, application, approval or consent is required in connection with any Transfer, whether by any Governmental Authority or other third-party, the transferring Partner shall promptly make such filing or application or obtain such approval or consent, at its sole expense.
- (c) Notwithstanding anything to the contrary contained in this Agreement, each Partner shall be an entity organized under the laws of the United States.
- (d) Notwithstanding anything to the contrary contained in this Agreement (including but not limited to the other sections of this Article IX), no Transfer of all or any portion of any Partner's Interest shall be binding upon the other Partners or the Partnership, and the Partnership shall be entitled to treat the record owner of any Interest as the absolute owner thereof in all respects, unless and until (i) true copies of the instruments of transfer executed and delivered pursuant to or in connection with such Transfer shall have been delivered to the General Partner, (ii) the transferee shall have delivered to the General Partner an executed and acknowledged assumption agreement pursuant to which the transferee assumes all the obligations of the transferor arising and accruing from and after the date of such Transfer under, and agrees to be bound by all the provisions of, this Agreement, (iii) the transferee shall have executed, acknowledged and delivered any instruments required under any applicable laws to effect such Transfer and, if applicable, its admission to the Partnership, and (iv) the transferee shall have executed and delivered such other instruments, documents and agreements reasonably required by the General Partner in connection with such Transfer which are consistent with the other terms hereof including, without limitation, a favorable opinion of counsel reasonably satisfactory to General Partner that such Transfer shall not constitute a violation of the Securities Act of 1933, as amended, or of any law or statute of any state and shall have no materially adverse federal income tax impact on the Partnership. Upon compliance with the provisions of this Section 9.3(d) any Person who acquires an Interest in a transaction permitted by this Article IX shall, unless otherwise provided in this Agreement, be admitted as a Partner. Except as otherwise set forth herein, upon the execution and delivery of such assumption agreement, the transferor shall have no further obligation hereunder after the date of the Transfer except that the transferor shall remain primarily liable for all accrued obligations (as of the date of Transfer) of the transferor under this Agreement, notwithstanding any Transfer pursuant to this Article IX.
- (e) Except as otherwise expressly provided herein, all reasonable costs and expenses incurred by the Partnership in connection with any Transfer of an Interest and, if applicable, the admission of a Person as a Partner hereunder, shall be paid by the transferor. Upon compliance with all provisions hereof applicable to any transferee of an Interest becoming a Partner, all Partners hereby agree to execute and deliver such reasonable amendments hereto as are necessary to constitute such person or entity a Partner of the Partnership.
- (f) If any Person acquires all or any part of the Interest of a Partner in violation of this Article IX whether by operation of law, judicial proceeding, or other manner not expressly permitted hereunder, such Person shall have no rights under this Agreement with respect to the Interest so acquired.
- (g) If a Transfer of an Interest occurs at any time other than the end of a Fiscal Year, the various items of Partnership income, gain, deduction, loss, credit and allowance as computed for United States federal income tax purposes shall be allocated between the transferor Partner and the transferee Partner in accordance with Section 706 of the Code and the Regulations promulgated thereunder, and the transferor Partner agrees to reimburse the Partnership for any incidental accounting fees and other expenses incurred by the Partnership in making such allocation.

#### **9.4 Buy Sell Rights.**

- (a) Either Cedar LP and Cedar GP acting collectively, on the one hand, and RioCan, on the other hand ("**Buy Sell Offeror**"), shall have the right from time to time to effect the provisions of
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this Section 9.4 at any time during the Buy Sell Exercise Period by delivering written notice (the “**Buy Sell Notice**”) to RioCan or the Cedar Partners, respectively (“**Buy Sell Offeree**”) (A) of its or their intention to effect the provisions of this Section 9.4(a), (B) designating its or their determination (which shall be made in its or their sole discretion) of the fair market value of all Partnership Assets (the “**Partnership Asset Price**”), and (C) designating its estimate of the Buy Sell Applicable Purchase Price with respect to each Partner’s Interest calculated as if the closing were to occur on the date of the Buy Sell Notice. For the purposes hereof, the “**Buy Sell Applicable Purchase Price**” payable to any Partner that sells its Interest pursuant to this Section 9.4 shall be the amount (as adjusted as provided below) that such selling Partner would receive as of the applicable calculation date if the Partnership Assets were sold at the Partnership Asset Price and the Partnership and its Subsidiaries were liquidated in accordance with the provisions of subsection 10.2(c) (without giving effect to clause (ii) thereof, and assuming no prepayment premiums, penalties or similar charges shall be due in connection with the repayment of all Financings in connection with such sale). Any disputes as to the Buy Sell Applicable Purchase Price shall be resolved by the Accountant and such determination shall be binding on the Partners. The Partners agree to promptly provide the Accountant with all information necessary to resolve such dispute and shall instruct the Accountant to resolve such dispute as expeditiously as possible.

(b) Upon receipt of the Buy Sell Notice given pursuant to Section 9.4(a) hereof, Buy Sell Offeree shall then be obligated either to:

- (i) purchase the Interests of Buy Sell Offeror for cash at a price equal to the Buy Sell Applicable Purchase Price; or
- (ii) sell its Interests to Buy Sell Offeror for cash at a price equal to the Buy Sell Applicable Purchase Price (the Interests being sold pursuant to this Section 9.4 are hereinafter referred to as the “**Buy Sell Interests**”).

Buy Sell Offeree shall give written notice of its election to Buy Sell Offeror within thirty (30) days after receipt of the Buy Sell Notice (the date of election being the “**Buy Sell Election Date**”). Failure of Buy Sell Offeree to give Buy Sell Offeror notice within such time shall be a conclusive election under subsection (b)(ii) above.

(c) Within ten (10) Business Days after Buy Sell Offeree’s election or deemed election under subsection 9.4(b), the Partner(s) purchasing the Buy Sell Interests (the “**Purchasing Partner**”) shall deposit with the Escrow Agent in cash an amount equal to the greater of (I) Five Hundred Thousand Dollars (\$500,000) and (II) an amount equal to five percent (5%) of the Buy Sell Applicable Purchase Price (“**Buy Sell Deposit**”). If the Purchasing Partner shall fail to deposit the Buy Sell Deposit within such ten (10) Business Day period, the Purchasing Partner shall be in default hereunder, the other Partner(s) (the “**Selling Partner**”) shall have all remedies available at law or in equity, and the Selling Partner shall have the right, exercisable by delivery of written notice to the Purchasing Partner within ten (10) days of the expiration of such ten (10) Business Day period, to purchase (pursuant to the terms of this Section 9.4) the Interests of the Purchasing Partner for cash at a price equal to ninety percent (90%) of the Buy Sell Applicable Purchase Price and on a date which is not less than thirty (30) days and not more than one hundred twenty (120) days from the Buy Sell Election Date (as selected by the (former) Selling Partner upon not less than ten (10) days notice to the (former) Purchasing Partner). If the Selling Partner does not elect to purchase the Interests of the Purchasing Partner, the rights of the Partners under this Section 9.4 shall be as they were prior to the delivery of the applicable Buy Sell Notice, except that the Purchasing Partner shall lose its right to initiate the buy sell procedures pursuant to this Section 9.4 for a period of eighteen (18) months following the date of the Buy Sell Notice. The charges of the Escrow Agent shall be paid by the Partnership. The Escrow Agent shall hold the Buy Sell Deposit in an interest bearing account pursuant to a written agreement among the Selling Partner, the Purchasing Partner and the Escrow Agent, which agreement shall be satisfactory to such parties in the exercise of their respective reasonable discretion and shall provide, among other things, that the Escrow Agent shall not commingle the Buy Sell Deposit with any other funds. In the event of a closing pursuant to the terms of this subsection 9.4(c), the Buy Sell Deposit,

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together with any interest earned thereon, shall be credited against the Buy Sell Applicable Purchase Price and paid to the Selling Partner. In the event of a default by the Purchasing Partner in its obligation to purchase the Buy Sell Interests pursuant to, and in accordance with, the terms of this subsection 9.4(c) (other than the failure of the Purchasing Partner to make the Buy Sell Deposit as aforesaid), the Buy Sell Deposit, and any interest thereon, shall be paid to the Selling Partner by the Escrow Agent promptly following written request therefor as the Selling Partner's sole and exclusive remedy, except that the Selling Partner shall have the right, exercisable by delivery of written notice to the Purchasing Partner within thirty (30) days of the Partnership's receipt of the Buy Sell Deposit, to purchase (pursuant to the terms of this Section 9.4) the Interests of the Purchasing Partner for cash at a price equal to ninety-five percent (95%) of the Buy Sell Applicable Purchase Price. If the Selling Partner does not elect to purchase the Interests of the Purchasing Partner, the rights of the Partners under this Section 9.4 shall be as they were prior to the delivery of the applicable Buy Sell Notice, except that the Purchasing Partner shall lose its right to initiate the buy sell procedures pursuant to this Section 9.4 for a period of eighteen (18) months following the date of the Buy Sell Notice. If the Selling Partner shall default in any of its obligations under this subsection 9.4(c), the Buy Sell Deposit, and any interest earned thereon, shall be returned to the Purchasing Partner promptly following written request therefor, the Purchasing Partner shall have all other remedies available to it at law or in equity (including, without limitation, an action for specific performance), and the Selling Partner shall lose its right to initiate the buy sell procedures pursuant to this Section 9.4 for a period of eighteen (18) months following the date of the Buy Sell Notice. Upon deposit by the Purchasing Partner of the Buy Sell Deposit with the Escrow Agent as aforesaid, (i) a binding contract shall be deemed to exist between the Selling Partner and the Purchasing Partner with respect to the Buy Sell Interests, and (ii) the closing shall be held pursuant to an escrow arrangement acceptable to the Partners in the exercise of their reasonable judgment on a Business Day selected by the Purchasing Partner not less than thirty (30) days and not more than one hundred twenty (120) days from the Buy Sell Election Date. The Purchasing Partner shall pay the Buy Sell Applicable Purchase Price (less the Buy Sell Deposit and any interest earned thereon and as adjusted as provided herein) by wire transfer of immediately available federal funds to an account designated in writing by the Selling Partner. At the closing, (A) the Selling Partner shall deliver to Purchasing Partner an assignment of all of the Buy Sell Interests, which such assignment shall be free and clear of all legal and equitable claims (other than the legal and equitable claims, if any, of the Purchasing Partner pursuant to this Agreement) and all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full force and effect following the closing), and (B) the Purchasing Partner shall deliver to the Selling Partner an assumption of the Selling Partner's obligations under this Agreement arising from and after the date of such assignment.

- (d) At the closing, (A) all expenses of the Partnership and its Subsidiaries due in connection with a Transfer of the Buy Sell Interests pursuant to Section 9.4(c), including, without limitation, any transfer, controlling interest or other tax, and any prepayment premium or lender transfer fees which are actually due and payable in connection with such Transfer, shall be paid by the Purchasing Partner, (B) the Accountant shall close the books of the Partnership and each of its Subsidiaries as of the closing date, and all items of the Partnership's and each of its Subsidiary's income and expense shall be apportioned in calculating Net Cash Flow (and such other items that are customarily apportioned between sellers and purchasers of real properties shall be apportioned) as of 11:59 p.m. of the day preceding the closing date, (C) Net Cash Flow earned through the closing date and Net Proceeds of a Capital Transaction received prior to the closing date shall be distributed in accordance with the provisions of Article IV, which provisions shall survive the closing pursuant hereto for purposes of making or correcting any closing adjustments, (D) the Buy Sell Applicable Purchase Price (calculated as of the closing date) shall be (x) increased by the aggregate amount of all additional Capital Contributions made by the Selling Partner in the period between the date of the Buy Sell Notice and the closing date (excluding additional Capital Contributions made for payment of ordinary operating expenses), (y) decreased by any amounts of Net Proceeds of a Capital Transaction received by the Partnership with respect to the sale or disposition of any portion of the Portfolio Investments during the period between the date of the Buy Sell Notice and the closing date and distributed to the Selling Partner pursuant to the terms hereof, and (z) adjusted to account for, and fully repay, all outstanding Default Loans (and any accrued and
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unpaid interest thereon), (E) the Partners shall execute all amendments to fictitious name, partnership or similar certificates necessary to effect the withdrawal of the Selling Partner from the Partnership and, if applicable, the termination of the Partnership, and (F) the Purchasing Partner shall use diligent efforts to secure the release from all lenders (without releasing any claim the Partnership or any of its Subsidiaries may have against the applicable guarantor) of outstanding guaranties in connection with any Financings executed by the Selling Partner or its Affiliates; provided that an entity reasonably acceptable to the Selling Partner shall, pursuant to an agreement in form and content reasonably acceptable to the Selling Partner, defend, indemnify and hold harmless the Selling Partner and its Affiliates, as the case may be, for any claims that arise under such outstanding guaranties for events occurring after the close of the sale of the Selling Partner's Interest if the Purchasing Partner is not able to procure any such release.

- (e) The Partners shall cooperate with each other to effectuate a transfer of the Buy Sell Interests in a manner that will minimize taxes (including, without limitation, transfer taxes) and, if applicable, loan assumption fees; including, without limitation, structuring any such transfer as an entity transfer of the applicable Subsidiaries of the Partnership.
- (f) At the closing, the Selling Partner and the Purchasing Partner shall execute an agreement acceptable to the Selling Partner and the Purchasing Partner in the exercise of their reasonable judgment whereby (X) each shall represent and warrant to the other that each is duly organized, validly existing, has the necessary corporate power and authority to consummate the subject transactions and requires no consents which have not been obtained and (Y) the Selling Partner shall represent to the Purchasing Partner that the Selling Partner is the owner of the Buy Sell Interests free and clear of all liens and encumbrances (other than liens and encumbrances under this Agreement and Financing Documents that shall remain in full force and effect following the closing) and that the Transfer is being made free and clear of all legal and equitable claims (other than the legal and equitable claims of the Purchasing Partner pursuant to this Agreement).
- (g) The Purchasing Partner may, at its option, cause the Buy Sell Interests to be acquired by one or more of Purchasing Partner's designees; provided that any such assignment of the Purchasing Partner's rights hereunder for purposes of accomplishing such purchase by any such designee shall not relieve the Purchasing Partner of any obligation or liability with respect thereto.
- (h) Each Partner agrees that it shall be reasonable and cooperate with the other Partners, including, without limitation, executing any documents which may be reasonably required, in order to consummate the transactions contemplated by this Section 9.4.
- (i) For purposes of the terms of this Section 9.4, Cedar LP and Cedar GP shall be deemed to be one Partner and shall act collectively except solely to the extent that the interests of each are to be transferred to different purchasers.
- (j) Notwithstanding anything to the contrary set forth herein, in the event any rights under Section 9.5 shall be exercised prior in time to the exercise of any rights under this Section 9.4, the rights under Section 9.5 shall supersede any other right existing pursuant to this Section 9.4 (and no Partner shall be entitled to exercise any right hereunder until such time as the procedure under Section 9.5 has been terminated or consummated).

#### **9.5 Right of First Refusal.**

- (a) Anything contained in Section 9.1 of this Agreement to the contrary notwithstanding, if, during the Buy Sell Exercise Period, either Cedar LP and Cedar GP acting collectively, on the one hand, or RioCan, on the other hand (the "**ROFR Offeror**") desires to sell its or their entire Interest(s) (the "**ROFR Interest**") to a third party pursuant to a ROFR Third Party Offer (any such sale being hereinafter referred to as a "**ROFR Sale**"), the ROFR Offeror shall give prompt written notice (the "**ROFR Offer Notice**") to RioCan or the Cedar Partners, respectively (the "**ROFR Offeree**") following the ROFR Offeror's receipt of any ROFR Third Party Offer. The ROFR Offer Notice shall include a true and complete copy of the
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ROFR Third Party Offer. The ROFR Offer Notice shall disclose the identity of such third party, including the principals thereof, and evidence that such third party possesses the financial means to close the contemplated transaction as required under Section 9.5(c) hereof. The ROFR Offer Notice shall be deemed an offer by the ROFR Offeror to sell the ROFR Interest to the ROFR Offeree or the ROFR Offeree's designee on the terms and conditions and for the purchase price set forth in the ROFR Third Party Offer, as modified by this Section 9.5.

- (b) The ROFR Offeree shall, within six (6) months after its receipt of the ROFR Offer Notice, give written notice (a "**ROFR Response Notice**") to the ROFR Offeror electing to invoke one of the two options described in subparagraphs (i) and (ii) below. If the ROFR Offeree shall fail to send a ROFR Response Notice within such six (6) month period, or shall fail in the ROFR Response Notice to elect one of the two options described in subparagraphs (i) and (ii) below, the ROFR Offeree shall be deemed to have elected to invoke the option described in subparagraph (ii) below.
- (i) The ROFR Offeree may elect in the ROFR Response Notice to purchase the ROFR Interest. In such event, (A) the economic terms and conditions of the ROFR Third Party Offer shall govern such purchase (including, without limitation, the purchase price, apportionments, and payment of transfer taxes and other closing costs, but excluding remedies upon default) and (B) the non-economic provisions of Section 9.4(c) through (i) of this Agreement (including, without limitation, the timing of closing, deliveries, required consents and remedies upon default) shall govern such purchase, *mutatis mutandis*, as if the same were an election to purchase a Partner's Interest pursuant to Section 9.4, provided that: (1) the ROFR Offeree shall be the "Purchasing Partner", (2) the ROFR Offeror shall be the "Selling Partner", (3) the ROFR Interest shall be the "Buy Sell Interests", (4) the purchase price set forth in the ROFR Third Party Offer shall be the "Buy Sell Applicable Purchase Price", (5) the closing of such purchase shall occur on the first Business Day that is at least sixty (60) days following the ROFR Offeror's receipt of the ROFR Response Notice (subject to adjournment for not more than sixty (60) days in the aggregate to obtain all required third party consents to such purchase, including, without limitation, the consent of each lender under a Financing), and (6) in no event shall such purchase be conditioned upon the repayment of any Financing or the satisfaction or release of any Financing Document.
- (ii) The ROFR Offeree may elect not to purchase the ROFR Interest pursuant to subparagraph (i) above. In such event, the ROFR Offeror shall be permitted to sell the ROFR Interest to the third party identified in the ROFR Offer Notice in accordance with the terms of the ROFR Third Party Offer, in all but de minimis respects, including, without limitation, the closing date set forth therein. If the ROFR Sale does not occur on such terms on or prior to the closing date set forth in the ROFR Third Party Offer, the ROFR Interest shall again become subject to the right of first refusal provisions of this Section 9.5.
- (c) For purposes of this provision, a "**ROFR Third Party Offer**" shall mean an offer by a bona fide third party not affiliated with the ROFR Offeror and having the financial means to close the underlying acquisition to purchase the ROFR Interest, as evidenced by an executed and binding purchase agreement or letter of intent that (i) contains the material terms and conditions of such offer, (ii) is subject to the terms and conditions of this Agreement, (iii) provides that (A) the purchase price shall be payable only in the form of cash, (B) the ROFR Interest shall be delivered free and clear of all liens and encumbrances other than any Financings, and no other property or assets shall be included in such ROFR Sale, and (C) the closing shall be a particular date that is not later than ninety (90) days after the date on which the ROFR Response Notice is given, and (iv) is accompanied by a deposit in the form of a certified check in the amount of at least five percent (5%) of the total purchase price. Notwithstanding the foregoing, (1) the Cedar Partners shall not be permitted, without RioCan's prior written consent (which may be withheld in its sole and absolute discretion), to consummate a ROFR Sale with any third party that is not (or is not wholly owned by) a Person that is regularly engaged in the business of owning, managing or operating
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commercial real estate properties, (2) RioCan shall not be permitted, without the prior written consent of the Cedar Partners (which may be withheld in their sole and absolute discretion) to consummate a ROFR Sale with any third party that is not an Institutional Investor, (3) no Partner shall be permitted, without the prior written consent of the other Partners (which may be withheld in their sole and absolute discretion) to consummate a ROFR Sale with any third party that is (or is an Affiliate of) the owner of any retail space that, if directly acquired by any Partner, would violate the provisions of Section 7.2 of this Agreement, and (4) each ROFR Sale shall be subject to the provisions of Section 9.3 hereof.

- (d) Notwithstanding anything to the contrary set forth herein, in the event any rights under Section 9.4 shall be exercised prior in time to the exercise of any rights under this Section 9.5, the rights under Section 9.4 shall supersede any other right existing pursuant to this Section 9.5 (and no Partner shall be entitled to exercise any right hereunder until such time as the procedure under Section 9.4 has been terminated or consummated).

#### **9.6 Bankruptcy or Withdrawal of a Partner.**

Upon the occurrence of a Bankruptcy Event or any other occurrence with respect to a Partner of any event which under the Delaware Act causes the Partner to cease to be a partner of a limited partnership (a "**Withdrawal Event**"), the Partner affected by such Withdrawal Event shall, unless the other Partners shall otherwise consent within ninety (90) days of such Withdrawal Event, be deemed to have withdrawn as a Partner on the expiration of such ninety (90) day period. In the event that a Partner is deemed to have withdrawn from the Partnership pursuant to this Section 9.6, then such Partner (a "**Withdrawn Partner**") shall continue to have the rights of an assignee of its Interest which was not admitted as a Partner and shall not be entitled to participate in the management of the Partnership or to vote, approve or consent to any matter for which the vote, approval or consent of any Partners is required. Unless the Partners (other than the Withdrawn Partner) otherwise agree, the Partnership shall not terminate or dissolve upon the occurrence of a Withdrawal Event, provided (to the extent required by any Financing Document) that in the event that the Partnership has two or more General Partners at least one of which is solvent, the Partners shall not agree to terminate or dissolve the Partnership upon the occurrence of a Withdrawal Event. No Partner shall withdraw or retire from the Partnership without the prior written consent of all of the other Partners, except in connection with a Transfer of its entire Interest as expressly permitted under and in accordance with the terms of this Agreement. In furtherance of the foregoing, each Partner hereby waives any and all rights such Partner may have to withdraw and/or resign from the Partnership pursuant to Sections 17-602 and 17-603 of the Delaware Act and hereby waives any and all rights such Partner may have to receive the fair value of such Partner's Interest upon such resignation and/or withdrawal pursuant to Section 17-604 of the Delaware Act, and such Partner shall continue to hold its Interest in accordance with the provisions hereof.

#### **9.7 Death or Incompetency of an Individual Partner.**

Upon the death or legal incompetency of an individual Limited Partner (including a substituted Limited Partner), his or her legally authorized personal representatives shall have all of the rights of a Limited Partner for the purpose of settling or managing his or her estate, and shall have such power as the decedent, incompetent, bankrupt or insolvent individual Limited Partner possessed hereunder to make an assignment of his or her interest in the Partnership in accordance with the terms hereof. No such representative shall be admitted as a Limited Partner in the Partnership except in compliance with the provisions of this Article IX.

#### **9.8 General Partner's Withdrawal Rights.**

If at any time the Partnership shall have more than one General Partner, a General Partner may withdraw as a General Partner of the Partnership upon obtaining the written consent of all of the other Partners. From and after the effective date of any such withdrawal, the withdrawing General Partner shall automatically cease to serve as the General Partner of the Partnership and such General Partner's Interest shall be deemed to be converted to a limited partnership interest in the Partnership and all references in this Agreement to the "General Partner" shall be deemed to be references to the remaining General Partner only. Except as provided in Article IX, the General Partner may not voluntarily withdraw from the Partnership or dissolve or liquidate.

#### **9.9 Intentionally Omitted.**

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**9.10 Removal of General Partner.**

- (a) Generally. The General Partner may be removed upon at least seven (7) days' prior written notice given by a Limited Partner to the General Partner if a Cause Event has occurred, at which time the applicable General Partner shall automatically cease to serve as the General Partner of the Partnership, such General Partner's Interest shall be deemed to be converted to a limited partnership interest in the Partnership and all references in this Agreement to the "General Partner" shall be deemed to be references to the remaining General Partner as provided in Section 9.8 or the replacement General Partner elected pursuant to Section 9.10(a).
- (b) Election of a Replacement General Partner. If the General Partner shall be removed or has withdrawn (or is deemed to have withdrawn), a successor General Partner shall be admitted as a General Partner if the following terms and conditions are satisfied:
  - (i) the admission of such Person shall have been consented to by the Limited Partner that is not an affiliate of the former General Partner;
  - (ii) the Person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner as of the effective date of the removal or withdrawal of the former General Partner and the newly admitted General Partner is authorized to and shall continue the business of the Partnership without dissolution;
  - (iii) a certificate evidencing the admission of such Person as a General Partner shall have been filed as provided in the Delaware Act; and
  - (iv) if Cedar GP is the General Partner that has been removed or withdrawn, the replacement General Partner must be a direct or indirect wholly-owned subsidiary of RioCan or RioCan REIT.
- (c) Suspension of Capital Calls. In the event that the General Partner is removed as general partner of the Partnership, the obligation of the Partners to make Capital Contributions to the Partnership shall be suspended until such time as a new general partner has been approved by the Limited Partner that is not an affiliate of the former General Partner, and such new general partner is admitted as the General Partner in accordance with Section 9.10(b).

**ARTICLE X  
TERMINATION**

**10.1 Dissolution.**

Except as hereinafter provided to the contrary, the Partnership shall be dissolved and its business wound up upon the happening of any of the following events (each, a "**Dissolution Event**"), whichever shall first occur:

- (a) The sale, condemnation or other disposition of all or substantially all of the Partnership Assets and the receipt of all consideration therefor except that if non-monetary consideration is received upon such disposition the Partnership shall not be dissolved pursuant to this clause until such consideration is converted into money or money equivalent;
  - (b) subject to Sections 9.6 and 9.10, upon the dissolution or withdrawal of the General Partner;
  - (c) subject to Sections 9.6 and 9.10, upon the occurrence of any Bankruptcy Event with respect to the General Partner;
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- (d) at any time that there is no General Partner or any Limited Partners unless the remaining Partners take the necessary action pursuant to Section 17-801(3) or (4) of the Delaware Act, as applicable, to continue the Partnership; and
- (e) the occurrence of any other event which causes dissolution of a limited partnership under the Delaware Act, unless the Partners agree to continue the Partnership pursuant to the Delaware Act.

The General Partner promptly shall notify each of the other Partners in writing of the occurrence of a Dissolution Event.

#### **10.2 Termination.**

Notwithstanding any other provision of this Agreement, in all cases of dissolution of the Partnership, the business of the Partnership shall be wound up and the Partnership terminated as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) The Liquidating Partner shall cause to be prepared (i) statements setting forth the assets and liabilities of the Partnership as of the date of dissolution and as of the date of complete liquidation, a copy of such statements shall be furnished to all of the Partners and (ii) a report in reasonable detail of the manner or disposition of assets.
- (b) The Partnership Assets shall be liquidated by the Liquidating Partner as promptly as possible, but in an orderly and businesslike and commercially reasonable manner. The Liquidating Partner may, in the exercise of its business judgment and if commercially reasonable, determine to defer the sale of all or any portion of the Partnership Assets if deemed necessary or appropriate to realize the fair market value of any such Partnership Assets.
- (c) The proceeds of sale and all other Partnership Assets shall be applied and distributed as follows and in the following order of priority:
  - (i) To the payment of (x) the debts and liabilities of the Partnership and its Subsidiaries (including any outstanding amounts due on any recourse indebtedness encumbering any Portfolio Investment, or any part thereof) and (y) the expenses of liquidation.
  - (ii) To the setting up of any reserves which the Liquidating Partner shall determine in its commercially reasonable judgment to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Partnership, any of its Subsidiaries or the Partners arising out of or in connection with the Partnership or any of its Subsidiaries. Such reserves may, in the commercially reasonable discretion of the Liquidating Partner, be paid over to a national bank or national trust company selected by the Partners and authorized to conduct business as an escrow agent to be held by such bank or trust company as escrow agent for the purposes of disbursing such reserves to satisfy the liabilities and obligations described above, and at the expiration of such period distributing any remaining balance as provided in clause (iii) below.
  - (iii) The balance to the Partners in accordance with their respective Percentage Interests.

Distributions pursuant to the preceding clause (iii) shall be made by the end of the Fiscal Year during which the dissolution of the Partnership occurs (or, if later, within ninety (90) days of such dissolution). To the fullest extent permitted by applicable law, the Partners hereby waive any rights to distributions under Section 17-604 of the Delaware Act.

- (d) The Liquidating Partner shall cause the filing of the Certificate of Cancellation pursuant to Section 17-203 of the Delaware Act and shall take all such other actions as may be necessary to terminate the Partnership.

#### **10.3 Liquidating Partner.**

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- (a) The term “**Liquidating Partner**” shall mean (i) the General Partner in the case of a termination of the Partnership pursuant to clause (a) of Section 10.1 hereof, (ii) Cedar GP in the case of a termination of the Partnership pursuant to clause (e) of Section 10.1 hereof if RioCan shall be the Partner causing the termination event pursuant to said clause, (iii) Cedar LP in the case of a termination of the Partnership pursuant to clause (b) or (c) of Section 10.1 hereof if the General Partner was RioCan or an Affiliate of RioCan, (iv) RioCan in the case of a termination of the Partnership pursuant to clause (e) of Section 10.1 hereof if Cedar LP or Cedar GP shall be the Partner causing the termination event pursuant to said clause, (v) RioCan in the case of a termination of the Partnership pursuant to clause (b) or (c) of Section 10.1 hereof if the General Partner was Cedar GP, and (vi) the last remaining Partner (or its personal representative or nominee) in the case of a termination of the Partnership pursuant to clause (d) of Section 10.1 hereof.
- (b) Without limiting the foregoing, the Liquidating Partner shall, upon the dissolution and upon completion of the winding up of the affairs of the Partnership, file appropriate certificate(s) to such effect in the proper governmental office or offices under the Delaware Act as then in effect. Notwithstanding the foregoing, each Partner, upon the request of the Liquidating Partner, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidating Partner shall reasonably request to effectuate the proper dissolution and termination of the Partnership, including the winding up of the business of the Partnership.

**10.4 Partnership Assets Reserved and Pending Claims.**

- (a) Assets Reserved. If, upon a Dissolution Event, there are any Partnership Assets that, in the judgment of the Liquidating Partner, cannot be sold without sacrificing a significant portion of the value thereof or where such sale is otherwise impractical at the time of the Dissolution Event, such Partnership Assets may be retained by the Partnership if the Liquidating Partner determines that the retention of such Partnership Assets is in the best interests of the Partners and such Partnership Assets shall not be considered for purposes of computing Capital Accounts upon winding-up and amounts distributable pursuant to Section 10.2(c). Upon the sale of such Partnership Assets or a determination by the Liquidating Partner that circumstances no longer require their retention (but in no event more than (2) two years after the Dissolution Event), such Partnership Assets (at their Fair Market Value, as determined in good faith by the Liquidating Partner) or the proceeds of their sale shall be taken into account in computing Capital Accounts on winding-up and amounts distributable pursuant to Section 10.2(c) and distributed in accordance with such value.
- (b) Pending Claims. If there are any claims or potential claims (including potential Partnership expenses in connection therewith) against the Partnership (either directly or indirectly, including potential claims for which the Partnership might have an indemnification obligation) for which the possible loss cannot, in the judgment of the Liquidating Partner, be reasonably ascertained, then such claims shall initially be taken into account in computing Capital Accounts upon winding-up and distributions pursuant to Section 10.2(c) at an amount estimated by the Liquidating Partner to be sufficient to cover any potential loss or liability on account of such claims (including such potential Partnership expenses), and the Partnership shall retain funds (or assets) determined by the Liquidating Partner acting reasonably as a reserve against such potential losses and liabilities, including expenses associated therewith. The Liquidating Partner may in its reasonable discretion obtain insurance or create escrow accounts or make other similar arrangements with respect to such losses and liabilities. Upon final settlement of such claims (including such potential Partnership expenses) or a determination by the Liquidating Partner that the probable loss therefrom can be definitively ascertained, such claims (including such potential Partnership expenses) shall be taken into account in the amount at which they were settled or in the amount of the probable loss therefrom in computing Capital Accounts on winding-up and amounts distributable pursuant to Section 10.2(c).

**10.5 No Redemption.**

The Partnership may not acquire, by purchase, redemption or otherwise any Interest of any Partner.

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#### 10.6 Governance.

Notwithstanding a dissolution of the Partnership, until the termination of the business of the Partnership, the affairs of the Partners, as such, shall continue to be governed by this Agreement. The Liquidating Partner shall be subject to the same restrictions on transactions with related parties or involving conflicts of interest as applied prior to the dissolution of the Partnership, including but not limited to the consent requirements set forth herein of any such transaction. The Liquidating Partner shall also be required to perform its duties under this Agreement using the same standard of care that would be required of the Liquidating Partner if the Liquidating Partner were acting as the General Partner.

#### 10.7 Return of Capital.

No Partner shall have any right to receive the return of its Capital Contribution or to seek or obtain partition of assets of the Partnership, other than as expressly provided in this Agreement.

### ARTICLE XI INTENTIONALLY OMITTED

### ARTICLE XII CONFIDENTIALITY

#### 12.1 Disclosure.

Notwithstanding any terms or conditions in this Agreement to the contrary, but subject to restrictions reasonably necessary to comply with federal or state securities laws, any person may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. For the avoidance of doubt, this authorization is not intended to permit disclosure of the names of, or other identifying information regarding, the participants in the transaction, or of any information or the portion of any materials not relevant to the tax treatment or tax structure of the transaction.

#### 12.2 Confidentiality.

- (a) Confidentiality. Each of the Partners shall, and shall direct those of its directors, officers, partners, members, employees, attorneys, accountants, consultants, trustees, Affiliates and advisors (the “**Representatives**”) who have access to Confidential Information to, keep confidential and not disclose any Confidential Information without the express consent, in the case of Confidential Information acquired from the Partnership or with respect to the Partnership (or from, or with respect to, any Subsidiary of the Partnership or any Portfolio Investment) or, in the case of Confidential Information acquired from the other Partners or their Representatives, such other Person, unless:
- (i) such disclosure shall be required by applicable law, governmental rule or regulation, court order, administrative or arbitral proceeding or by any regulatory authority having jurisdiction over the Person required to make such disclosure;
  - (ii) such disclosure of Confidential Information relating to the Partnership or any any of its Subsidiaries or any Portfolio Investment is reasonably required in connection with any proposed assignment, sale or other disposition of all or any part of an Interest in the Partnership (e.g., to an Institutional Investor pursuant to Section 9.1 or 9.5) (a “**Proposed Transfer**”); provided, that with respect to the use of any Confidential Information in any Proposed Transfer referred to in this clause (ii), reasonable advance notice shall be given to the Person whose information will be disclosed so that it may require any proposed transferee to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 12.2(a) prior to the disclosure of such Confidential Information.
- (b) Confidential Information. “**Confidential Information**” shall mean any confidential, non- public information related to the activities, as applicable, of the (i) Partnership, the General
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Partner, any Subsidiary of the Partnership and the respective Affiliates of each of the foregoing, (ii) any Partner and/or its Affiliates or (iii) any Portfolio Investment, provided, however, that the parties acknowledge that this Agreement and the Purchase and Sale Agreement may be included in an SEC filing and a filing required by the Ontario Securities Commission and shall not be Confidential Information.

- (c) Disclosure of Confidential Information. In the event that any Person bound by the terms of this Section 12.2 or any Representative of such Person is required to disclose any Confidential Information, such Person will provide the applicable Partner with prompt written notice so that such Person, as applicable, may seek a protective order or other appropriate remedy, and such Person required to disclose the Confidential Information will use reasonable efforts (but without expense to such Partner) to cooperate with the Person whose information is required to be disclosed, as applicable, in any effort any such Person undertakes to obtain a protective order or other similar remedy. In the event that such protective order or other remedy is not obtained, the disclosing Partner and its Representatives will furnish only that portion of the Confidential Information that is required and will exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information will be accorded confidential treatment.
- (d) Limited Partner Disclosure Restrictions. Except as otherwise required by applicable law, each of the Partners agrees that it will not, and it will cause its Affiliates, the Partnership, the Partnership's Subsidiaries and their respective other Affiliates not to, without the prior written consent of the other Partners, (i) use in advertising, publicity, or otherwise the name of such other Partners or their Affiliates, or (ii) represent, directly or indirectly, that any product or any service provided by any of the foregoing has been approved or endorsed by such other Partners or their Affiliates. This provision shall survive termination of the Partnership.

### **12.3 Additional Information/Deliveries.**

In addition to any reports required by the express terms of this Agreement, the General Partner will provide to each Limited Partner any additional information and reports regarding the operations of the Partnership and any Portfolio Investment or Subsidiary as such Limited Partner may reasonably request including, without limitation, such additional reports and deliveries set forth on Schedule 7.4 attached hereto. In addition, the General Partner agrees to work with each Limited Partner and its shareholders, employees, agents and/or authorized consultants to provide on a periodic basis, to the extent not already provided to such Limited Partner pursuant to this Agreement, and upon the written request of such Limited Partner, data regarding the performance of the Partnership and any Portfolio Investment or Subsidiary, the valuation of the Partnership Assets and total returns, including time-weighted returns, of such Limited Partner's investment in the Partnership. The General Partner further agrees that, at the request of any Limited Partner, upon reasonable prior written notice and during reasonable business hours, it will meet with such Limited Partner and any of its shareholders, its employees, agents and/or authorized consultants at the offices of the Partnership to review the Partnership's performance and the valuation of the Partnership Assets. Upon the reasonable request of any Limited Partner, the General Partner shall provide to such Limited Partner, without representing or warranting to such Limited Partner the accuracy thereof, good faith calculations of anticipated investment returns determined on a nominal basis. Notwithstanding anything to the contrary contained in this Agreement, if any Limited Partner shall request additional information or materials that are not readily available to the General Partner (or a Property Manager that is the General Partner's Affiliate), or the preparation of additional reports not customarily prepared by the General Partner (or a Property Manager that is the General Partner's Affiliate), the reasonable cost and expense of providing such information, materials and reports shall be paid by such Limited Partner promptly following demand. The provisions of this Section 12.3 shall only apply to supplemental or additional information, materials and reports requested by a Limited Partner, and not to the specific information, materials and reports expressly required to be provided under this Agreement.

### **ARTICLE XIII POWER OF ATTORNEY**

Each of the Limited Partners hereby irrevocably constitutes and appoints the General Partner, or any successor General Partner, its true and lawful attorney-in-fact with the power and authority to act in such Limited Partner's name and on his behalf in his place and stead, upon five (5) Business Days notice to such Limited Partner, to make, execute, acknowledge, file and record the following documents:

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- (a) Amendments to this Agreement as required by the laws of the State of Delaware, or by any other state, including amendments required for the admission or substitution of a Limited Partner, the admission or substitution of a General Partner, and the continuation of the business of the Partnership after the withdrawal or removal of a General Partner;
- (b) Any cancellation of this Agreement as required by the laws of the State of Delaware upon dissolution or termination of the Partnership;
- (c) Amendments to the Certificate as required under the laws of the State of Delaware, or the laws of any other state in which such Certificate (and amendments) are required to be filed or recorded;
- (d) All such other instruments, documents and certificates which may from time to time be required by the laws of the State of Delaware, the United States of America or any other jurisdiction which the Partnership shall determine to do business in accordance with the terms of this Agreement, or any other political subdivision or agency thereof, to effectuate, implement, continue and defend the validity and existence of the Partnership; and
- (e) Any business certificate, fictitious name certificate, certificate of limited partnership, amendment thereto or other instrument or document of any kind necessary to accomplish the business, purposes and objectives of the Partnership.

The power of attorney hereby granted to the General Partner is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death of any Limited Partners that are individuals. This power of attorney may be exercised by the General Partner for each Limited Partner by listing all of the Limited Partners executing any instrument with a signature of the General Partner acting as attorney-in-fact for all of them. In addition, this power of attorney shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of its Interest; except that where the transferee of a Limited Partner has been approved by the General Partner for admission to the Partnership as a substitute Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, and file any instrument necessary to effect such substitution.

#### **ARTICLE XIV AMENDMENTS; WAIVER**

##### **14.1 Amendments; Waiver.**

Any amendment to this Agreement shall require the unanimous written consent of the Advisory Board Members.

#### **ARTICLE XV MISCELLANEOUS**

##### **15.1 Further Assurances.**

Each Partner agrees to execute, acknowledge, deliver, file, record and publish such further reasonable certificates, amendments to certificates, instruments and documents, and do all such other reasonable acts and things as may be required by law, or as may be required to carry out the intent and purposes of this Agreement so long as any of the foregoing do not increase any Partner's obligations hereunder or decrease any Partner's rights hereunder.

##### **15.2 Notices.**

All notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by personal delivery (including by hand or reputable international courier service) or facsimile or United States or Canada, as applicable, registered or certified air mail (postage prepaid, return receipt requested) addressed as hereinafter provided; provided, however, that any Notice given by facsimile shall also be given by personal delivery or United States or Canada, as applicable, registered or certified air mail. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if

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any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by facsimile, the date on which such facsimile is transmitted and confirmation of delivery thereof is received if received before 5:00 p.m. on a Business Day, or otherwise on the next Business Day; and (c) if sent by mail (as aforesaid), the date of receipt or attempted delivery, if such mailing is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties listed below as follows:

- (i) If to the Partnership, Cedar GP or Cedar LP, to:

Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, NY 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

with a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038  
Attention: Steven Moskowitz, Esq.  
Facsimile: (212) 806-6006

- (ii) If to RioCan, to:

Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Rags Davloor  
Facsimile: (416) 866-3020

and to:

Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Jonathan Gitlin  
Facsimile: (416) 866-3020

and to (if prior to December 20, 2009):

Goodmans LLP  
250 Yonge Street, Suite 2400  
Toronto, Ontario M5B 2M6  
Attention: Juli Morrow  
Facsimile: (416) 979-1234

or to (if on or after December 20, 2009):

Goodmans LLP  
333 Bay Street, Suite 3400  
Bay Adelaide Centre, West Tower  
Toronto, Ontario M5H 2S7  
Attention: Juli Morrow

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Facsimile: (416) 979-1234

Any Partner may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Section. Copies of all Notices required to be sent by a Partner to the Partnership under the terms of this Agreement shall also be sent to each Partner in accordance with the terms hereof.

**15.3 Applicable Law.**

THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, AND ANY CLAIMS OR DISPUTES RELATING THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (BUT NOT INCLUDING THE CHOICE OF LAW RULES THEREOF).

**15.4 Headings, Etc.**

All titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**15.5 Gender.**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular and plural, as the identity of the party or parties may require.

**15.6 Successors and Assigns.**

This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors and permitted assigns.

**15.7 No Waiver.**

Except as otherwise expressly provided herein, no delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a Partner or the Partnership shall impair or affect the right of such Partner or the Partnership thereafter to exercise the same. Any extension of time or other indulgence granted to a Partner hereunder shall not otherwise alter or affect any power, remedy or right of any other Partner or of the Partnership.

**15.8 Rule of Construction.**

The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership or any third party. No Partner shall be obligated personally for any debt, obligation or liability of the Partnership solely by being a Partner of the Partnership. Without the consent of all the Partners, the Partnership shall not do business in or otherwise have contact with any jurisdiction other than the State of Delaware and any State or Commonwealth in which any Portfolio Investment is located, if same would result in any Partner being obligated personally for any debt, obligation or liability of the Partnership solely by reason of being a Partner of the Partnership and exercising its rights under this Agreement and the Delaware Act.

**15.9 Severability.**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.

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#### 15.10 Consents.

Except as otherwise expressly provided herein, any consent or approval to any act or matter required under this Agreement must be in writing and shall apply only with respect to the particular act or matter to which such consent or approval is given, and shall not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.

#### 15.11 Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. Amendments, variations, modifications or changes herein may be made effective and binding upon the parties by, and only by, the setting forth of same in a document duly executed by each party, and any alleged amendment, variation, modification or change herein which is not so documented shall not be effective as to any party. Each of the parties agrees that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Governing Agreements, the terms and conditions of this Agreement shall control.

#### 15.12 Consent to Jurisdiction.

Any action, suit or proceeding in connection with this Agreement may be brought against any Partner or the Partnership in a court of record of the State of New York, County of New York, or in the United States District Court for the Southern District of New York, each Partner and the Partnership hereby consenting and submitting to the jurisdiction thereof. Service of process may be made upon any Partner or the Partnership, by certified or registered mail, at the address to be used for the giving of notice to such Partner under Section 15.9. Each Partner hereby appoints Corporation Service Company, 80 State Street, Albany, New York 12207 as its agent for service of process, with any fees therefore to be borne by the Partnership. Nothing herein shall affect the right of any Partner to commence legal proceedings or otherwise to proceed against any other Partner or the Partnership in any other jurisdiction or to serve process in any manner permitted by applicable law. In any action, suit or proceeding in connection with this Agreement, each Partner and the Partnership hereby waives trial by jury, and any claim that New York County or the Southern District of New York is an inconvenient forum.

#### 15.13 Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

#### 15.14 Representations and Warranties.

- (a) Cedar LP represents and warrants and covenants as follows:
    - (i) Cedar LP is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.
    - (ii) The execution and delivery of this Agreement and all other documents, instruments and agreements to be executed in connection with the transactions contemplated by this Agreement (the "**Transaction Documents**") have been duly and validly authorized by all necessary actions of Cedar LP, and shall constitute the legal, valid and binding obligations of Cedar LP enforceable against Cedar LP in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.
    - (iii) No consent, waiver, approval or authorization of or notice to any other Person (including any Governmental Authority) is required to be made, obtained or given by Cedar LP in connection with the execution and delivery of this Agreement or any
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other Transaction Document except for those which have been heretofore obtained.

- (iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which Cedar LP is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a Governmental Authority applicable to Cedar LP, or by which it or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon Cedar LP or its assets.
  - (v) As of the Closing, Cedar LP is a wholly-owned subsidiary of Cedar Operating Partnership.
- (b) Cedar GP represents and warrants and covenants as follows:
- (i) Cedar GP is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.
  - (ii) The execution and delivery of this Agreement and all other Transaction Documents have been duly and validly authorized by all necessary actions of Cedar GP, and shall constitute the legal, valid and binding obligations of Cedar GP enforceable against Cedar GP in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.
  - (iii) No consent, waiver, approval or authorization of or notice to any other Person (including any Governmental Authority) is required to be made, obtained or given by Cedar GP in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.
  - (iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which Cedar GP is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a Governmental Authority applicable to Cedar GP, or by which it or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon Cedar GP or its assets.
  - (v) As of the Closing, Cedar GP is a wholly-owned subsidiary of Cedar Operating Partnership.
- (c) RioCan represents and warrants and covenants as follows:
- (i) RioCan is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
  - (ii) The execution and delivery of this Agreement and all other Transaction Documents have been duly and validly authorized by all necessary actions of RioCan and shall constitute the legal, valid and binding obligations of RioCan enforceable against RioCan in accordance with the terms hereof and thereof except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other similar laws related to or affecting the enforcement of creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.
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- (iii) No consent, waiver, approval or authorization of or notice to any other Person (including any Governmental Authority) is required to be made, obtained or given by RioCan in connection with the execution and delivery of this Agreement or any other Transaction Document except for those which have been heretofore obtained.
- (iv) Neither the execution or delivery of this Agreement nor any other Transaction Document does or will, with or without the giving of notice, lapse of time or both, (i) violate, conflict with or constitute a default under any term or provision of (A) any agreement to which RioCan is a party or by which it is bound, or (B) any judgment, decree, order, statute, injunction, rule or regulation of a Governmental Authority applicable to RioCan or by which RioCan or its assets or properties are bound, or (ii) result in the creation of any lien or encumbrance upon RioCan or its assets.
- (v) As of the Closing, RioCan is wholly-owned and Controlled by RioCan REIT (except for ownership of a de minimis interest by such outside investors as are necessary for RioCan to qualify as a "real estate investment trust" pursuant to Section 856 of the Code).

**15.15 Partnership Name.**

If, at any time, the Partnership name shall include the name of, or any trade name used by, a Partner or any of its Affiliates, neither the Partnership nor any other Partner shall acquire any right, title or interest in or to such name or trade name.

**15.16 Ownership of Partnership Property.**

The interest of each Partner in the Partnership shall be personal property for all purposes. All real and other property owned by the Partnership shall be deemed owned by the Partnership as Partnership property. No Partner, individually, shall have any direct ownership of such property and title to such property shall be held in the name of the Partnership.

**15.17 Time of the Essence.**

Except as otherwise expressly provided in this Agreement, time shall be of the essence with respect to all time periods set forth in this Agreement.

**15.18 Status Reports.**

Recognizing that each Partner may find it necessary from time to time to establish to third parties, such as accountants, banks, mortgagees, prospective transferees of its Interest, or the like, the then current status of performance of the Portfolio Investments and the Partnership hereunder, each Partner shall, within ten (10) Business Days following the written request of another Partner made from time to time, furnish a written statement on the status of the following:

- (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications);
- (b) stating whether or not to the best knowledge of such certifying Partner (i) the requesting Partner is in default in keeping, observing or performing any of the terms contained in this Agreement and, if in default, specifying each such default (limited to those defaults of which the certifying Partner has knowledge), and (ii) there has occurred an event that with the passage of time or the giving of notice, or both, would ripen into a default hereunder on the part of the requesting Partner (limited to those events of which the certifying Partner has knowledge); and
- (c) to the best of the knowledge and belief of the Partner making such statement, with respect to any other matters as may be reasonably requested by the requesting Partner.

Such statement may be relied upon by the requesting Partner and any other Person for whom such

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statement is requested, but no such statement shall operate as a waiver as to any default or other matter as to which the Partner executing it did not have actual knowledge.

**15.19 Waiver of Partition.**

Except as otherwise expressly provided for in this Agreement, no Partner shall, either directly or indirectly, take any action to require partition or appraisal of the Partnership or any of its assets or properties or cause the sale of any Partnership assets or property, and notwithstanding any provisions of applicable law to the contrary, each Partner (for itself and its legal representatives, successors and assigns) hereby irrevocably waives any and all right to partition, or to seek, bring or maintain any action for partition, or to compel any sale with respect to its interest in, or with respect to, any assets or properties of the Partnership regardless of the manner in which title to such property may be held, except as expressly provided in this Agreement.

**15.20 Calculation of Days**

The provisions of this Agreement relative to number of days shall be deemed to refer to calendar days, unless otherwise specified. When the date for performance of any monetary obligation of any Partner falls on a non-business day, such obligation need not be performed until the next-following Business Day.

**15.21 Dollar Amounts.**

All references in this Agreement to dollar amounts shall be to U.S. Dollars.

**15.22 No Third-Party Rights.**

Except for the Protected Persons and the rights of such parties expressly created hereby, this Agreement is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

**GENERAL PARTNER:**

[\_\_\_\_\_] GP, LLC,  
a Delaware limited liability company

By: Cedar Shopping Centers Partnership, L.P.,  
a Delaware limited partnership, its sole member

By: Cedar Shopping Centers, Inc.,  
a Maryland corporation, its general partner

By: \_\_\_\_\_  
Leo S. Ullman  
President

**LIMITED PARTNERS:**

[\_\_\_\_\_] LP, LLC,

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**EXHIBIT A: PROPERTY MANAGEMENT AGREEMENT**  
**In the form attached as Exhibit D to the Purchase and Sale Agreement**

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## EXHIBIT B: PROPERTY INFORMATION

### Investment Highlights

- § percentage leased
- § description of Anchor tenants
- § description of mix of national, regional and local retailers, as available
- § description of competing anchors (e.g., grocers), if any — if none, state this
- § description of parking
- § description of the retained attributes
- § lease expiry schedule

### Asset Overview

- § location
- § date of construction, expansions, remodelling and details, when available

### Financial Information

- § purchase price analysis
- § NOI and Cashflow (preferably in ARGUS format)

### Site Description

- § site acreage
- § gross leasable area of building
- § description of additional buildable density.

### Major Tenants Schedule Including

Tenant, Rentable Area, Basic Rent and Expiry

### acquisition financing

Current Details including principal, interest, amortization, non-recourse nature

### Challenges/issues

Insert Overview of challenges/issues (e.g., lease renewals, environmental, capital expenditures, to the extent available)

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## EXHIBIT C: EXCLUDED PARTIES

Acadia Realty Trust  
Angelo Gordon  
AREA Advisors  
ARC  
Black Rock  
Blackstone  
CBRE Investors  
Centro  
Cole  
Coventry Real Estate Advisors  
Crow Holdings  
Dividend Capital  
DLC  
DRA  
Edens & Avant  
Emmes  
Equity One  
First Washington Realty, Inc.  
Gazit Globe  
Global Investors  
Hampshire Companies  
Harvard Behringer  
Heitman  
Homburg Invest  
ING  
Investcorp International  
IRC/Inland Western, Etc.  
JP Morgan  
Kimco  
Kite Realty  
Konover  
Kroll  
Levin Management Corp.  
Lightstone Group  
Loeb Partners  
Macquarie  
Madison Marquette  
Millbrook Properties  
Morgan Stanley  
National Development  
One Liberty  
Perella Weinberg  
Phillips Edison  
Prime Commercial Properties  
Ramco Gershenson  
RD Capital  
Regency  
Retail Opportunity Investments Corp.  
Rockpoint  
RVG Management  
Saul Centers  
Scout Capital  
Stoltz  
Urdang  
Urstadt Biddle  
Vornado  
WP Realty  
WS Capital Partners

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EXHIBIT C  
PRE-RIOCAN OWNER AGREEMENTS

Property	Exhibit #
Columbus Crossing	C (i)
Franklin Village	C (ii)
Loyal Plaza	C (iii)
Stop & Shop — Bridgeport	C (iv)
Blue Mountain Commons	C (v)
Sunset Crossing	C (vi)
Shaw's Plaza	C(vii)

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**EXHIBIT C (i)**

- Amended and Restated Agreement of Limited Partnership of Delaware 1851 Associates, L.P. dated December 9<sup>th</sup>, 2003;
- Limited Liability Company Agreement of Cedar-Columbus, LLC dated December 9, 2003;
- Limited Liability Company Agreement of CSC-Columbus LLC dated December 9, 2003;
- Limited Liability Company Agreement of Cedar Lender, LLC dated October 31, 2003;

**EXHIBIT C (ii)**

- Limited Liability Company Agreement of Cedar-Franklin Village LLC dated October 22, 2004;
- Limited Liability Company Agreement of Cedar-Franklin Village 2 LLC dated October 21, 2004;

**EXHIBIT C**

- Limited Partnership Agreement of Loyal Plaza Associates, L.P. dated June 28, 2002;
  - First Amendment to Partnership Agreement of Loyal Plaza Associates, L.P. dated June 23, 2002;
  - Assignment and Assumption of Partnership Interest dated March 18, 2008;
- Limited Partnership Agreement of CIF-Loyal Plaza Associates, L.P. dated June 2002;
- Limited Liability Company Agreement of Cedar-Second Member LLC dated June 7, 2005;
- State of Delaware Corrected Certificate of Incorporation of CIF-Loyal Plaza Associates, Corp. A Stock Corporation filed on June 20, 2002;
  - By-Laws of CIF-Loyal Plaza Associates, Corp.
- Amended and Restated Limited Liability Company Agreement of Cedar Center Holdings L.L.C. 3 dated September 14, 2001,

**EXHIBIT C (iv)**

- Operating Agreement of Cedar-Bridgeport, LLC dated March 2008;

**EXHIBIT C (v)**

- Limited Liability Company Agreement of Cedar-Clock Tower, LLC dated October 2006;

**EXHIBIT C (vi)**

- Limited Liability Company Agreement of Cedar Sunset Crossing, LLC dated December 9, 2003;

**EXHIBIT C (vii)**

- Limited Liability Company Agreement of Cedar-Raynham, LLC dated May 11, 2006;
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**EXHIBIT D**  
**PROPERTY MANAGEMENT AGREEMENT**

[\_\_\_\_\_]

THIS PROPERTY MANAGEMENT AGREEMENT (this "**Agreement**") made as of [\_\_\_\_\_] 20\_\_ by and among [\_\_\_\_\_] a [\_\_\_\_\_] ("**Owner**"), CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("**Agent**") and RIOCAN REAL ESTATE INVESTMENT TRUST, an Ontario trust ("**RioCan REIT**").

**BACKGROUND**

- A. Owner owns or ground leases certain land and improvements known as [\_\_\_\_\_] located in [\_\_\_\_\_] (the "**Property**").
- B. Owner desires to retain Agent as its exclusive agent for the purposes of leasing and managing the Property on behalf of Owner, and Agent is willing to act as agent for Owner with respect to the Property, on the terms and conditions of this Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, and intending to be legally bound hereby, Owner, Agent and RioCan REIT agree as follows:

- 1. Retainer: Owner hereby retains Agent to manage and lease, as the exclusive broker, the
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Property upon the terms and conditions hereinafter set forth for an initial term of three (3) years from the date hereof unless otherwise extended, renewed or terminated as hereinafter set forth. This Agreement is not one of agency between the Agent for Owner but one with the Agent engaged independently in the business of managing the Property as an independent contractor. All employment arrangements are therefore solely Agent's concern, and Owner shall have no liability with respect thereto. Nothing herein shall create an agency coupled with an interest. All records maintained by Agent with respect to the operation or maintenance of the Property shall, at all times, be and constitute the property of Owner and shall be surrendered to Owner in accordance with the terms hereof, without charge or expense.

2. **Standard of Care:** The Agent will exercise its powers and discharge its duties under this Agreement diligently, honestly, and in good faith. Without limitation, in making decisions and managing the Property, the Agent will exercise the standard of care that a prudent manager of similar properties would exercise in similar circumstances (the "**Standard of Care**").

3. **Duties:** The Agent shall, at the Owner's sole cost and expense, carry out and perform the following services in accordance with the Standard of Care, subject to the terms and conditions of this Agreement, including, without limitation, the availability of funds to operate the Property:

3.1 Use its best efforts to lease or cause brokers or other agents to lease on behalf of Owner all available space in the Property in accordance with the Approved Budget and Approved Leasing Plan (as such terms are hereinafter defined), provided that approval of the Owner shall be required for all leases which require approval pursuant to Section 6.3(a) of the Limited Partnership Agreement of [CR] L.P. (the "**Partnership**"), of even date, as amended from time to time (the "**Partnership Agreement**"). In connection with such efforts the Agent will conduct appropriate credit reviews of prospective tenants, and enter into negotiations and finalize leases with Tenants (as hereinafter defined) wishing to enter into, renew, extend, renegotiate or restructure their Leases (as hereinafter defined) or expand the leased premises;

3.2 Diligently to collect rents, additional rents and all other sums due from Tenants when due and, where necessary or appropriate, and except as directed otherwise by Owner, take all such actions as Agent shall deem necessary or advisable to enforce all rights and remedies of Owner under the leases relating to the Property (the "**Leases**") or to protect the interest of Owner, including, without limitation, the preparation and delivery to tenants under the Leases ("**Tenants**") of all "late payment", default, and other appropriate notices, requests, bills, demands, and statements. Agent may retain counsel, collection agencies, and such other persons and firms as Agent shall deem appropriate or advisable to enforce, after notification to Owner, by legal action the rights and remedies of Owner against any Tenant in default in the performance of its obligations under a Lease. Agent shall promptly notify Owner of the progress of any such legal action;

3.3 To pay from the operating funds of the Property or such other funds as are provided by Owner bills and expenses for the maintenance, repair and operation of the Property, (including all utilities and realty taxes), provided, however, that all expenditures in excess of (a) 115% of any line item of an Approved Budget; or (b) in excess of 110% of the total of an Approved Budget, shall require the prior approval of the Owner. The Agent shall dispute, settle or compromise claims for such expenses and charges where appropriate;

3.4 Use commercially reasonable efforts, at Owner's expense, to do or cause to be done all such things as are necessary to ensure material compliance by the Owner as landlord with all its covenants, duties, agreements, obligations, terms and conditions of the contracts and encumbrances affecting the Property, and all Leases and any ground lease (if applicable), including, without limitation, providing annual operating cost statements as required by the Leases (with copies to RioCan REIT if it so requests), in each case, to the extent the Agent shall have knowledge of the same;

3.5 To establish and maintain such books of account, records, and other documentation pertaining to the operation and maintenance of the Property as are customarily maintained by managing agents of properties similar in location and size to that of the Property. The Agent shall notify RioCan REIT from time to time upon request of the location of such records. Financial records shall be maintained in accordance with United States generally accepted accounting principles consistently applied ("**GAAP**") and in sufficient detail to facilitate adequate audit and review thereof. Agent shall prepare or cause to be prepared and file all returns and other reports relating to the Property, other than income tax returns and any reports or returns that may be required of any foreign owner of U.S. real property (except as expressly set forth herein);

3.6 Select all lawyers and such other professional advisors necessary or appropriate to be retained by the Agent to advise in connection with the management, operation, repair, maintenance, administration and

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supervision of the Property and the costs of same shall at all times be subject to the Approved Budget or otherwise approved by the Owner, except as otherwise set out herein;

3.7 To account for all advance deposits of Tenants;

3.8 To take such steps as may be necessary to evaluate, and if appropriate appeal, any assessment for realty, and any other business taxes relating to the Property, and subject to the Approved Budget or approval of the Owner, ensure applications for rebates for vacant space (if any) are made;

3.9 To refund to Tenants from escrow accounts, funds of the Property or funds provided by Owner, as appropriate, pro rated rents, rebates, allowances, advance deposit refunds, and such other amounts as are legally due Tenants;

3.10 To consider and advise the Owner from time to time as to rules and regulations to be made by the Owner with respect to the Property or any additional rules and regulations required to be made under the Leases for the better or more efficient operation of the Property and to use commercially reasonable efforts to cause the same to be fulfilled by the Tenants;

3.11 To collect from Tenants all insurance policies, Tenant insurance certificates, or other evidence of insurance required to be carried by Tenants;

3.12 Unless otherwise instructed by Owner, to secure for and on behalf of and at the expense of Owner such insurance, including without limitation, employee dishonesty insurance, fire and extended coverage property insurance, public liability insurance and workers' compensation insurance, as may be deemed by Owner (or any mortgagees) to be necessary or appropriate, in amounts satisfactory to Owner and Agent and naming Owner and Agent as co-insureds and in form and substance satisfactory to Owner, Agent and any mortgagees; provided, however, that if Agent promptly notifies Owner of the insurance so secured on behalf of Owner, and promptly complies with Owner's instructions regarding such insurance, Owner releases and holds Agent harmless of and from any claims, loss, damages and liability of any nature whatsoever based upon or in any way relating to Agent's securing or failure to secure any insurance, or any decision made by Agent with respect to the amount or extent of coverage thereof or the company or companies issuing, brokering or negotiating such insurance, provided that the foregoing shall not affect Agent's obligations under Section 19 hereof;

3.13 To respond to complaints and inquiries by Tenants, prospective tenants and others, and to take such corrective actions as Agent deems appropriate;

3.14 Use commercially reasonable efforts, at Owner's expense, to ensure material compliance by the Owner with all restrictive covenants, easements, cost-sharing agreements with "shadow anchors" and other title agreements to the extent the Agent shall have knowledge of the same and to use commercially reasonable efforts to monitor compliance by the other party to such agreements of its material obligations under all such agreements;

3.15 To contract on behalf of and at the expense of Owner for such supplies and services in reasonable quantities and at reasonable prices as may be appropriate with respect to the Property, and to supervise and administer such contracts, including, without limitation, contracts for utilities, mechanical maintenance (including preventative maintenance), window and facade maintenance and cleaning, metal maintenance, pest control, trash removal, janitorial and maintenance supplies, security, public relations, collection and credit reporting, legal and accounting services, computer services, architectural and engineering services, laundry services, and janitorial or cleaning services. In so contracting, Agent may contract with entities or persons affiliated with it, provided, however, that the rates and charges of the affiliated entity or person are generally competitive and consistent with rates and charges by non-affiliated entities and will obtain a minimum of two (2) competitive bids from non-affiliated contractors who the Agent is satisfied are able to perform such contracts and duties respecting any contract exceeding Twenty Thousand Dollars (\$20,000.00) annually. Notwithstanding anything to the contrary contained herein, Agent shall not enter into, amend or modify any contract of the type described in this Section 3.15 unless such contract (A) is either (x) contained within the then current Approved Budget or is otherwise approved by Owner or (y) terminable without termination fee, premium or penalty by Owner upon not more than thirty (30) days notice and (B) does not provide or allow for annual consideration payable thereunder in excess of \$100,000;

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3.16 At the expense of Owner in accordance with the Approved Budget, to provide through Agent's (or its affiliates') employees or third party contractors, all work, labor and services necessary or appropriate to operate, maintain and repair the Property, which employees may include, but are not necessarily limited to, a building executive director or supervisor, building manager, leasing specialist or leasing agent, secretarial and clerical staff, maintenance personnel, porters, laborers, security staff and watchmen. All matters pertaining to the employment, contracting, supervision, compensation, promotion and discharge of such employees or contractors shall be the responsibility of Agent. None of such persons shall be employees of the Owner. All amounts payable to such parties, including without limitation, all salaries, benefits, wages, recruitment, termination, severance and all other employment related costs and expenses for those personnel retained in accordance with this subsection shall be reimbursed to Agent to the extent provided in the applicable line items of the Approved Budget or as otherwise approved by the Owner. The Agent shall be entitled to allocate personnel costs on a fair and equitable basis among the Property and the other properties of which the Agent is the property manager as reflected in an Approved Budget or as otherwise approved by the Owner;

3.17 To supervise and coordinate the moving in and moving out of Tenants to accomplish efficient and time saving use of personnel and elevators and so that there will be a minimum of disturbance and inconvenience to the normal operation of the Property, and maintain appropriate public relations with Tenants and prospective tenants;

3.18 To prepare and file and/or cause to be prepared and filed necessary forms for insurance, hospitalization, benefits, social security taxes, union dues and contributions and such other forms, documents and returns as may be required by any governmental authority, a collective bargaining agreement, or otherwise with respect to employees and contractors, if applicable, of Agent at the Property and comply with all applicable laws and regulations relating thereto in all material respects. The Agent will keep Owner fully advised in a timely manner of any circumstances known to Agent that could lead to a labour disruption;

3.19 To prepare and file or cause to be prepared and filed on behalf of Owner such applications for permits, and/or licenses as may be required for the operation of the Property;

3.20 To prepare and, where appropriate, transmit payroll records, accounting reports, vacancy and occupancy reports, delinquency reports, cash flow reports, and disbursement ledgers. Agent may contract with others, including but not limited to entities or persons affiliated with it, or provide its own personnel for the performance of accounting, bookkeeping and computer services in connection with such preparation and transmittal, all without any additional charge to Owner;

3.21 Unless otherwise directed by Owner, to institute and prosecute on behalf of Owner such legal actions or proceedings as the Agent deems appropriate; to collect sums due Owner; with Owner's approval, to evict a Tenant, former Tenant or occupant of the Property; to regain possession of the Property or any part thereof; to contest any bill or charge asserted against or with respect to the Property; to defend any administrative or legal action brought against Agent and/or Owner with respect to the Property; with Owner's approval, to commence litigation pertaining to any labor or employment related dispute; to administratively process or litigate any tax related issue or other issues relating to the Property; to appeal all such proceedings and lawsuits; and to settle or compromise any claims, lawsuits, judgments and proceedings relating to the Property. Notwithstanding the foregoing, Agent shall obtain the consent of Owner prior to initiating, settling or adjusting any action, suit, arbitration, or litigation as and to the extent the same shall constitute a Partnership Decision (as defined in the Partnership Agreement);

3.22 To maintain such bank or similar accounts on behalf of Owner as are necessary or appropriate in the operation of the Property, including such reserve, investment, security, escrow and other accounts and to deposit all amounts collected pursuant to Leases in such accounts (or as otherwise required by any applicable financing documents). Such funds are not to be commingled with the Agent's other funds;

3.23 To open and maintain accounts on behalf of Owner with such suppliers and vendors as are necessary or appropriate for the efficient operation of the Property;

3.24 To join and participate on Owner's behalf in such professional, trade or industry organizations and associations relating to shopping centers as is necessary or appropriate with respect to the operation of the Property;

3.25 Use commercially reasonable efforts, at Owner's expense, to ensure that the Owner is in

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material compliance with all then current federal, state and municipal laws and regulations (including, without limitation, all laws and regulations relating to the environment or any health and safety matters), and/or any permits or authorizations granted thereunder and to notify Owner of any material violations of any laws, orders, rules, or determinations of any governmental authority or agency affecting the Property promptly after such violation or determination is known to Agent and, subject to the other terms and provisions of this Agreement, to propose to Owner and implement at Owner's expense remedies of any such violations. Without limiting the generality of the foregoing, the Agent shall prepare all environmental protocols, policies and procedures as required by law and use reasonable commercial efforts to implement and enforce such protocols, policies and procedures;

3.26 To notify Owner of any catastrophe or major loss or damage or other material adverse change with respect to the Property, and to similarly notify all appropriate insurance authorities of the same, promptly upon Agent's knowledge thereof;

3.27 If from time to time, the Owner may elect to make physical changes to the Property, the Agent shall conduct to the best of its ability any negotiations with any Tenants which may be required in respect of business interruption, physical changes to premises or relocations (temporary or permanent) and shall consult with the Owner on a regular basis during such required negotiations as to what actions are most desirable. The Agent shall also arrange for the supervision of all work required to be performed by the Owner in order to prepare space in the Property for marketing or occupancy by Tenants or any alterations of the common areas or the systems or structures of the Property, all in accordance with plans and specifications approved by the Owner and the Approved Budget;

3.28 The Agent shall be paid a construction supervision fee in the amount of (a) five percent (5%) of the total Hard Construction Costs incurred for all construction work performed by or on behalf of Owner at, in or about the Property from and after the date hereof and (b) one percent (1%) of the total Hard Construction Costs incurred for all construction work performed by or on behalf of a Tenant at, in or about the Property from and after the date hereof on a reverse build-to-suit basis (i.e., whereby a Tenant shall construct improvements for the benefit of Owner which Owner shall retain fee title following the term of the applicable Lease) (each a "**Construction Fee**"). For the purposes hereof, "**Hard Construction Costs**" means all actual construction costs incurred, including, without limitation, costs or materials, supplies, equipment, labour and services, but excluding all costs commonly referred to as "soft costs" including, without limitation, architectural, engineering and consultants fees and disbursements, insurance, permits and financing costs and expenses, interest, salaries and the Construction Fee. Construction Fees shall be due and payable monthly on the basis of receipts for Hard Construction Costs incurred for the prior month (or portion thereof). Except as expressly provided above, no Construction Fee shall be payable by Owner in connection with Tenant performed construction; provided, however, Agent shall be entitled to compensation on account of supervising Tenant performed construction if and to the extent such compensation shall be provided for in the applicable Lease;

3.29 The Agent shall be responsible for reviewing, or retaining and supervising professionals, to review, any plans or specifications for any Tenant changes or leasehold improvements in premises within the Property required by the provisions of any Lease and for planning and arranging for and monitoring the execution of any such work, which plans and specifications shall be subject to the approval of the Owner. The Agent shall use its reasonable commercial efforts to carry out any obligations of the Owner required to effect alterations or improvements to premises within the Property in connection with the leasing of such premises on a timely basis and in accordance with an Approved Budget so that the Tenant's move into such premises is accomplished in accordance with the applicable Lease. The Agent shall also arrange payment of all inducements and improvements or other allowances as set out in an Approved Budget or as otherwise approved by the Owner to be paid in connection with Leases upon fulfillment of all conditions with respect to such payment and the Owner agrees to fund such payments in a timely manner;

3.30 Upon request of Owner, to provide or arrange for such engineering, architectural, design or consulting services with respect to construction, rehabilitation or decorating work or proposed construction, rehabilitation or decorating work at the Property, all such services to be paid for by Owner;

3.31 To handle on behalf of Owner the submission to appropriate insurance officials of insurance claims and the settlement thereof, provided however, that with respect to any proceeds or reimbursements with respect to such claim which is in excess of Twenty Five Thousand Dollars (\$25,000), Agent shall be paid a processing fee, in addition to all other fees set forth herein, in an amount equivalent to three percent (3%) of the amount received by Owner with respect to that claim;

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3.32 To prepare such customary reports, data, presentations, market surveys or other material as Owner reasonably requests in connection with the sale, refinancing, disposition or leasing of the Property;

3.33 To institute at Owner's expense, advertising, marketing and public relations campaigns pertaining to the Property;

3.34 To recommend to Owner, where Agent deems it appropriate, programs for the rehabilitation, remodeling, repairs and marketing of the Property;

3.35 To prepare and file on behalf of the Owner all Sales and Use Taxes returns relating to the Property and remit with such returns any net tax owing by the Owner on such returns. The Agent shall deposit any net tax refunds received in the accounts maintained for the Owner;

3.36 To use commercially reasonable efforts, at Owner's expense, to cause compliance with all material terms and conditions contained in any mortgage, deed of trust or other security instruments affecting the Property or any document governing the Loan described in Section 22 to the extent the Agent shall have knowledge of the same; and

3.37 To perform such other customary services on behalf of Owner with respect to the Property as shall be reasonably requested from time to time by Owner. If Owner and Agent disagree as to which services are customarily performed by property managers as aforesaid, Agent shall not be required to perform such service until resolution of such dispute, and such non-performance shall not be the basis of termination by Owner of this Agreement.

4. Structural Changes: Owner expressly withholds from Agent any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment therein, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers above vested in Agent without the prior written approval of Owner (or any party that Owner shall direct), except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or the safety of the occupants thereof or are required to avoid the suspension of any necessary service to the Property.

5. Payments to Owner: Agent agrees to remit promptly to the account designated by Owner, all receipts received in the prior calendar month with respect to the Property in excess of budgeted operating expenses and reserves. In the event that the amount of costs and expenses incurred by the Agent in the management of the Property exceed the amount held in trust by the Agent for the Owner, the Agent shall thereupon furnish the Owner with an accounting of same.

6. Owner to Provide Funds: Owner shall, at all times, provide necessary funds to maintain and operate the Property as efficiently as possible and in a first class manner in keeping with the standards of operations for similarly situated shopping centers in the area. Owner shall advance such funds to Agent no later than thirty (30) days after its receipt from Agent of notice of the necessity for such advance. Owner agrees to provide any anticipated cash deficits thirty (30) days prior to its occurrence.

7. Access to Books and Records: The Agent will, at reasonable intervals, and during normal business hours, on reasonable prior written notice, permit the Owner or RioCan REIT or the authorized agents of any of the foregoing to examine all books of account, records, reports and other papers of the Agent, where practicable in electronic format, relating to the services performed by the Agent under this Agreement for the Property and to make copies thereof and to make extracts therefrom. The Agent agrees with the Owner that, if in connection with any financing of the Property, any documentation is required in addition to the documentation provided for in this Article, the Agent shall fully co-operate with the Owner, at Owner's expense, and deliver same to such person or entity as the Owner may designate. No such records shall be destroyed by the Agent within six (6) years of the making thereof without the prior approval of the Owner and RioCan REIT. The Agent shall co-operate with Owner's auditor in the preparation of financial statements and their presentation to the Owner. The Agent shall co-operate with RioCan REIT's internal auditor in relation to internal controls over financial reporting at RioCan REIT's expense.

8. Auditors and Appraisers: The Agent shall make available to the Owner, the auditor, and to any appraiser such information and material as and when the same may be reasonably requested by the Owner or RioCan REIT and otherwise give such co-operation as may be reasonably necessary for such persons to carry

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on their duties. The Agent shall assist in the conduct of any spot or internal audit that RioCan REIT requests to be performed from time to time, at RioCan REIT's expense.

9. **Budgets:** The Agent shall prepare and submit to the Owner for its approval not later than ninety (90) days prior to the commencement of each year in the format required by the Owner with respect to the Property:

- (a) an operating and cash flow budget for the next ensuing three (3) years to be calculated on a monthly basis for the next ensuing year and on an annual basis for the following two (2) years which budget shall set forth both anticipated gross revenues and operating expenses on an accrual basis in accordance with GAAP and which shall include the assumptions used in its preparation;
- (b) an annual capital expenditure budget for the next ensuing three (3) years broken down on a monthly basis for the next ensuing year and on an annual basis for the following two (2) years;
- (c) a leasing plan (which, once approved, shall become the "**Approved Leasing Plan**" for such year) for the next ensuing three (3) years broken down on a monthly basis for the next ensuing year and on an annual basis for the following two (2) years which shall set forth projected monthly or annual lease revenue for the next ensuing three (3) years for the Property and each Tenant including lease start date, lease termination date, renewal increase assumptions, renewal commencement assumptions, lease amounts, known tenant build-out cost assumptions and any other commentary of significance for each Tenant;
- (d) commentary summarizing the principal conclusions and assumptions of the Approved Leasing Plan; and
- (e) such other financial information as reasonably requested by the Owner.

Each of the foregoing budgets and plans shall be in such detail as the Owner shall reasonably require. Agent shall make such reasonable modifications to each proposed pro forma budget it prepares in accordance with this Section 9 until Owner shall have approved the budget in writing (such budget when approved, the "**Approved Budget**"). During any period when the Advisory Board (as defined in the Partnership Agreement) shall fail to approve any proposed budget prior to the commencement of the fiscal year to which such budget relates, the Property shall be operated pursuant to the proposed budget for such fiscal year with respect to those portions approved by the Advisory Board and with respect to those portions not approved by the Advisory Board, in accordance with the prior year's Approved Budget (except for non-recurring expenditures which shall be deemed removed from such prior year's Approved Budget) with each non-approved line item increased by three and one-half percent (3.5%) from such prior year's Approved Budget; provided, however, that expenditures by the Agent for Necessary Expenses (as defined in the Partnership Agreement) shall not be limited by amounts set forth in the prior year's Approved Budget.

The Agent shall from time to time as circumstances may warrant (but not less often than quarterly) prepare and submit to the Owner for its approval any proposed revisions to any previously Approved Budget, it being understood that where a budget revision is so submitted the previously Approved Budget will not be amended until the revision with respect to which approval of the Owner is sought, is approved by the Owner.

10. **Reports:**

10.1 The Agent covenants and agrees to prepare and submit to the Owner electronically:

- (a) monthly, within fifteen (15) days for preliminary financial results, and twenty (20) days after the end of each month, the following:
    - (i) in the format required by the Owner, a balance sheet, a trial balance, a summary operating statement, a detailed operating statement and a cash flow statement each showing the month's Approved Budget items in comparison with the actual amounts thereof as well as the year to date totals thereof and an annual budget to the end of
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the year which shall explain any material variances, provide management fees as a separate line item, and include a schedule of fees paid to the Agent for the month;

- (ii) a statement of arrears of rents on an aged basis, including commentary on any Tenant with material arrears;
  - (iii) a report on status of existing litigation, threatened litigation and contemplated litigation;
  - (iv) a report on Tenant sales in the Property, on a Tenant by Tenant basis, for the previous twenty-four (24) months, obtained in accordance with the provisions of Leases (or if otherwise obtained by the Agent) with respect to all Leases pursuant to which percentage rent is payable, recognizing that amounts of percentage rent are small at most of Agent's properties;
  - (v) a report apprising as to any damage to the Property and the repair and replacement thereof, and as to any anticipated or required change or alteration to the improvements and to the equipment or systems, in each case comprising part of the Property;
  - (vi) a net cash flow report, including a twelve (12) month cash flow forecast, which forecast shall include estimated timing of disbursements to and from the Owner;
  - (vii) a bank reconciliation for the month;
  - (viii) a list of cheques issued for the month;
  - (ix) a current rent roll summarizing all Leases in effect in the Property including the relevant rental (including percentage rental where applicable), area occupied, expiry date, any other material conditions and renewal options;
  - (x) a leasing activity report including a comparison to budget;
  - (xi) a capital expenditures report including a comparison to budget;
  - (xii) a mortgage payable amortization schedule, together with a summary of the details of any financial covenants and restrictions and the compliance therewith;
  - (xiii) details of all fees payable to the Agent hereunder; and
  - (xiv) a report on any other matters relating to the Property in the month which the Agent reasonably believes are significant and should be brought to the Owner's attention or which the Owner believes to be significant and has drawn to the attention of the Agent and/or any material workplace health and safety issues relating to the Property and/or any material environmental issues relating to the Property and/or material violations of laws,
- all as may be revised from time to time in accordance with the requirements of the Owner acting reasonably together with such other reports and information as may be requested by the Owner from time to time acting reasonably;
- (b) from and after the happening of any damage to or destruction of the Property, on the first Business Day (as hereinafter defined) of each month commencing on the first Business Day of the month following the happening of such damage or destruction and continuing until the first Business Day of the month next following the month in which any work authorized by the Owner shall have been completed, written reports specifying in such detail as the Owner shall require, acting reasonably, a monthly status report as to the repair, replacement or correction of such damage or destruction duly authorized by the Owner;
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- (c) in addition to the monthly reports outlined above, after the end of each of the first, second, third and fourth quarters in each year prepare and provide to the Owner, within thirty (30) days of the end of such quarter reports in the format required by the Owner, acting reasonably, in writing including:
  - (i) a report commenting on the financial results for each period;
  - (ii) updated tax basis reporting (to allow the calculation of current and deferred taxes on temporary differences);
  - (iii) leasing reports for the Property in the form presently discussed in regular management meetings of Agent including, but not limited to, (A) a leasing report depicting information for new Leases being negotiated, (B) a lease reporting form depicting information for new Leases completed, (C) a leasing expirations and renewals report depicting information for Leases due to expire within twelve months, and (D) a competition report depicting information on competing properties in the area;
  - (iv) a list of non recurring committed expenditures in excess of Twenty Five Thousand Dollars (\$25,000) each and the anticipated date of payment thereof;
  - (v) a fixed asset continuity schedule; and
  - (vi) a report on any other matters pertaining to the Property in the quarter which the Agent reasonably believes are significant and should be brought to the Owners' attention or which the Owner believes to be significant and have drawn to the attention of the Agent and on any material litigation affecting the Property and on any material workplace health and safety issues relating to the Property and on any material, physical or environmental issues relating to the Property, all as may be revised from time to time in accordance with the requirements of the Owner acting reasonably, together with such other reports and information as may be requested by the Owner or RioCan REIT from time to time, acting reasonably.

10.2 The Agent covenants and agrees as follows:

- (a) not later than April 30 of each year, to prepare and provide to the Owner and each of the Tenants a reconciliation on account of recoveries from Tenants for operating expenses for the prior year in accordance with the Leases;
- (b) to prepare all budgets and reports in accordance with GAAP; and
- (c) at RioCan REIT's request, to review and approve the purchase price allocation model used in the financial statements prepared pursuant to this Agreement.

10.3 The Agent recognizes that RioCan REIT, will be subject to International Financial Reporting Standards ("IFRS") commencing January 1, 2011, with retroactive impact to January 1, 2010. Consequently, periodic third party appraisals may be necessitated and the Agent will oversee such process, provided that RioCan REIT shall pay for the costs of any appraisals not required by credit facilities of Cedar Shopping Centers Inc. (or any subsidiary thereof, or financings on the Property) and any audit expenses in connection therewith, if applicable. The Agent will also use reasonable efforts to provide to RioCan REIT information it requires to convert to GAAP financial information to IFRS.

10.4 The Agent will allow RioCan REIT to perform, at its expense, from time to time, internal control auditing of all expenses of the Property (including information technology and other infrastructures as RioCan REIT deems necessary).

10.5 The Agent will assist RioCan REIT in preparing any necessary tax certificates for foreign owners.

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10.6 The Agent agrees that (i) it will deliver to RioCan REIT copies of all reports, statements, plans, budgets and other deliveries to be delivered to the Owner pursuant to Section 9 and this Section 10 at the same time as the same are delivered to the Owner; and (ii) RioCan REIT shall have the same entitlements as are granted to the Owner under Section 9 and this Section 10 to reasonably request any additional information or reporting, or to require reasonable changes in format.

10.7 Notwithstanding anything to the contrary contained in this Agreement, if RioCan REIT shall request additional information or materials that are not readily available to Agent, or the preparation of additional reports not customarily prepared by Agent, the reasonable cost and expense of providing such information, materials and reports shall be paid by RioCan REIT promptly following demand. The provisions of this Section 10.7 shall only apply to supplemental or additional information, materials and reports requested by RioCan REIT, and not to the specific information, materials and reports expressly required to be provided under this Agreement.

11. **Data Transfer:** The Agent will provide all the information called for in Sections 9 and 10, and any other information as deemed necessary through the Agent's intranet site or other electronic transfer.

12. **Fees:** Except as otherwise provided for herein, Owner shall pay to Agent a property management fee in an amount equal to three and one-half percent (3.5%) of the gross receipts of the Property (the "**Management Fee**"). This fee shall be payable in monthly installments from the operating accounts maintained pursuant to Section 3.22 hereof. "Gross receipts" of the Property shall include all rents, percentage rents, tenant charges, reimbursements from Tenants for common area maintenance charges, insurance, utilities and real estate taxes, forfeited deposits and such other amounts as are collected from Tenants and shall exclude sales taxes collected from Tenants, deposits from Tenants (other than forfeited deposits), proceeds from any sale or refinancing of the Property or any portion thereof and proceeds of any lease termination payment, settlement, insurance award (except as provided in Section 3.31) or condemnation award. The Management Fee does not include payment for leasing services, which shall be payable to Agent pursuant to Section 12.2 below.

12.1 To the extent that operating revenues of the Property are insufficient to pay the Management Fee in full when due, and to the extent that Agent agrees in writing in advance to defer receipt by it of any part of the Management Fee due it, the amount so deferred shall bear interest at the rate of two (2) percentage points in excess of the "prime rate" or "base rate" from time to time announced by Citibank, N.A., New York New York compounded monthly. Nothing herein contained, however, shall be construed to obligate Agent to defer receipt by it of any Management Fee or other fees whatsoever.

12.2 **[INSERT FOR BLUE MOUNTAIN AND FRANKLIN VILLAGE ONLY: Subject to the terms and provisions of Section 6(c) of that certain Purchase and Sale Agreement dated as of October 26, 2009, by and between Agent and RioCan Holdings USA Inc.,]** Agent or its affiliate shall be the leasing agent for the Property. Owner shall pay Agent or its affiliate a leasing commission for each Lease signed by a Tenant and Owner at any time after October 26, 2009 (a "**Leasing Commission**") in an amount equal to:

- (a) five percent (5%) of the Minimum Rent payable during the lesser of (i) the entire primary term of such Lease and (ii) the first five (5) years of the primary term of such Lease, if the premises demised thereunder is less than 5,000 square feet of gross leasable area; and
- (b) \$3.00 per square foot of gross leasable area, if the premises demised thereunder is 5,000 square feet or more of gross leasable area.

In the event of a lease renewal or extension, the Leasing Commission payable to Agent shall be an amount equal to:

- (a) two and one-half percent (2.5%) of the Minimum Rent payable during the lesser of (i) the entire renewal term of such Lease and (ii) the first five (5) years of the renewal term of such Lease, if the premises demised thereunder is less than 5,000 square feet of gross leasable area; and
- (b) \$1.50 per square foot of gross leasable area, if the premises demised thereunder is 5,000 square feet or more of gross leasable area.

For the purposes hereof, "**Minimum Rent**" shall mean all fixed rent stated in the Lease in question

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(regardless of how such rent is denominated), but excluding the following items of additional rent (regardless of how such items are denominated):

- (a) amounts which are above or in addition to the fixed rent, whether payable by Tenant as adjustments or otherwise, for realty taxes, cleaning costs, all other operating expense escalations or pass-throughs, and percentage rentals (if any);
- (b) amounts paid by Tenant, or melded into Tenant's rental under the Lease, for work performed for Tenant in excess of Landlord's Work as specified in the Lease shall be excluded;
- (c) amounts added to or melded into Tenant's rental under the Lease to reimburse landlord for Tenant's space in another property which landlord agrees to "take over" and credits allowed to Tenant against Lease rental for payments made by Tenant to its landlord(s) to satisfy, cancel or discharge leasehold obligations of Tenant. These payments shall be deducted as allowed or made against Tenant's rental under the Lease;
- (d) amounts agreed to be paid by landlord to landlords of Tenant to satisfy, cancel or discharge Tenant's obligations under its existing leases or agreements and losses incurred in assigning such leases or subletting such space. Such payments shall be deducted when paid and losses shall be deducted when incurred;
- (e) amounts paid for additional cleaning, security and/or other services not commonly supplied to other Tenants of the Property shall be excluded;
- (f) amounts paid by Tenant in connection with Tenant's option to cancel its Lease, if any, shall be excluded; and
- (g) rent concessions, work letter allowances and rent allowances granted to Tenant shall be deducted.

In the case of gross rents or semi-gross rents, an appropriate allocation will be made to reflect the portions of such rents which would be equivalent to the minimum rent payable on a net lease.

All Leasing Commissions shall be reduced by 25% if an outside broker is used. Fifty percent (50%) of the amount of any Leasing Commission due hereunder shall be payable to Agent or its affiliate upon the payment by the Tenant to Owner of the first month's rent due under the applicable lease or lease renewal (other than any security deposit) and the lease or renewal being fully executed, and the remaining fifty percent (50%) thereof shall be payable to Agent or its affiliate if and when the Tenant has opened for business (it being acknowledged and agreed that the full Leasing Commission shall be due and payable if the foregoing events shall occur simultaneously). In addition, Owner shall reimburse Agent for the reasonable actual out-of-pocket costs of all advertising plans and promotional materials and all reasonable attorneys' fees incurred by Agent in connection with the leasing of any space at the Property.

12.3 Upon the sale or transfer, directly or indirectly, of the Property by Owner by deed, or by transfer of all of the ownership interests in Owner or otherwise, Owner shall pay to Agent a disposition fee (a "**Disposition Fee**") equal to one-half of one percent (0.5%) of the gross sales price paid by the purchaser of the Property; provided, however, that any Disposition Fee payable hereunder shall not exceed \$150,000. The Disposition Fee shall be deemed earned, and, therefore, shall be paid, as and when title (by deed or transfer of ownership interests) to the Property closes and without regard to whether one or more outside brokers were engaged in connection with such sale or transfer. Notwithstanding the foregoing, for so long as Agent or any of its affiliates shall be partners of any ultimate owner of the Owner (Agent or such affiliated partner(s) in their respective capacity as partners of Owner, being "**Cedar Affiliated Partner(s)**"), Agent shall not be entitled to a Disposition Fee hereunder in the event of any transfer of interests in Owner by and among any of the then existing partners of Owner or any sale or transfer by deed of the Property to any of the then existing partners of Owner.

12.4 Upon any financing or refinancing by debt, sale and leaseback or other form of financing with respect to the Property arranged by the Agent (other than in connection with (i) any company loan from any partner of Owner to Owner and (ii) any trade payable incurred in the ordinary course of business), Owner shall pay to Agent a financing fee (the "**Financing Fee**") equal to one-quarter of one percent (0.25%) of the original

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principal amount of the Financing; provided, however, that fifty percent (50%) of any Financing Fee shall be paid to RioCan REIT if RioCan REIT was the sole procuring party with respect to such financing or refinancing; provided further, that any Financing Fee payable hereunder shall not exceed \$50,000. The Financing Fee shall be deemed earned, and, therefore, shall be paid, as and when the subject financing closes and without regard to whether one or more outside brokers were engaged in connection with such financing.

13. Expenses: Owner shall reimburse Agent for reasonable, actual out of pocket expenses including telephone and facsimile charges, postage and express mail service and travel and food expenses incurred by Agent in connection with Agent's on site supervision of the Property by Agent's officers and personnel (evidenced by receipts submitted to Owner). Agent shall not accept for its own account in the execution of its duties hereunder, any commissions, reductions, finder's fees or other concessions from tradesmen, suppliers, contractors, insurers, or tenants. If such concessions are received by the Agent, they shall be remitted to or credited to the Owner promptly after receipt.

14. Legal Services: The Agent, on behalf of Owner, shall engage Stuart H. Widowski, Esq., or his successor, as legal counsel to provide legal services for Owner and the Property. Such services shall be provided as required and at a rate of \$275 per hour.

15. Sales and Financing:

- (a) If the Owner executes a listing agreement with a broker for the sale of the Property, the Agent shall co-operate with such broker so that the respective activities of the Agent and broker may be carried on without friction and without material interference with Tenants. The Agent will provide access to the Property during reasonable business hours on reasonable prior written notice.
- (b) If the Owner elects to sell, finance or refinance the Property or its interest therein then upon the written request of the Owner, the Agent agrees at Owner's expense (i) to assist in the setting up of due diligence rooms or websites, copying documents, obtaining consents and delivering notices; (ii) to assist the Owner in the evaluation of the truth, correctness and completeness of any and all facts (collectively, the "**Representations**") requested by a prospective buyer or lender, in connection with its operation, maintenance, repair, servicing, compliance with governmental requirements and other matters, but without representation or warranty by the Agent; and (iii) to conduct a good faith review of its files to determine which Representations can be made and to disclose to the Owner which Representations cannot be made, but without representation or warranty by the Agent.
- (c) In connection with any sale or financing of the Property, the Agent shall assist in the preparation of any required statement of adjustments and shall provide any ongoing services required in connection with the sale after closing, including, without limitation, collection of receivables, readjustment of the statement of adjustments and tenant billings, subject to the continuation of the term of this Agreement during any such period, including, without limitation, the payment of all fees provided hereunder to the Agent.

16. Compliance with Laws: In performing its obligations hereunder, Agent shall comply with all applicable federal, state and local laws and regulations.

17. Term and Termination: The initial term of this Agreement shall be for a period of three (3) years from the date hereof and this Agreement shall automatically renew from year to year thereafter unless and until terminated by either party upon ninety (90) days' prior written notice thereof. Notwithstanding the foregoing, Owner shall be entitled to terminate this Agreement (with no additional compensation) at any time upon seven (7) days' prior written notice to Agent (which notice may be given by RioCan REIT on behalf of Owner) if a Cause Event shall have occurred and be continuing. Notwithstanding the foregoing, Agent shall be entitled to terminate this Agreement at any time upon seven (7) days' prior written notice to Owner and RioCan REIT if (I) for so long as Agent and the general partner of Owner shall be under common control, the general partner of Owner shall be removed by reason of a "Cause Event" pursuant to the terms of the Partnership Agreement, (II) a Bankruptcy Event shall occur with respect to Owner or (III) Owner is in material default in the performance or observance of any of its covenants or obligations under this Agreement (other than, for so long as Agent and the general partner of Owner shall be under common control, a default by Owner resulting from the wilful default of the general partner of Owner under the Partnership Agreement), which default

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continues uncured for a period of sixty (60) days after written notice to Owner and RioCan REIT, provided, that if such default is not reasonably susceptible of being cured with such sixty (60) day period and Owner shall have commenced a cure of such default within such sixty (60) day period and is diligently pursuing a cure of such default, Owner shall have such additional time as is reasonably necessary to cure such default. This Agreement shall terminate automatically if:

- (i) all or substantially all of the Property is condemned or acquired by eminent domain; or
- (ii) all or substantially all of the Property is destroyed by fire or other casualty as a result of which all or substantially all of the Tenants are unable to continue the normal conduct of their business in their respective occupied spaces and are permanently released under their respective Leases from the payment of all rent thereunder; or
- (iii) all of the Property is sold or ground leased to an unrelated, third party purchaser; or
- (iv) upon the transfer by all of the Cedar Affiliated Partners of all of their respective indirect interests in the Owner to one or more unaffiliated parties.

For the purposes hereof, (A) "**Cause Event**" means, with respect to Agent, the occurrence of any of the following events: (a) Agent commits fraud, willful misconduct or gross negligence in the performance of its duties and obligations under this Agreement; (b) Agent is in material default in the performance or observance of any of its covenants or obligations under this Agreement, which default continues uncured for a period of sixty (60) days after written notice to Agent, provided, that if such default is not reasonably susceptible of being cured with such sixty (60) day period and Agent shall have commenced a cure of such default within such sixty (60) day period and is diligently pursuing a cure of such default, Agent shall have such additional time as is reasonably necessary to cure such default; (c) any Bankruptcy Event with respect to Agent; (d) Agent and the general partner of Owner shall not be under common control, or (e) for so long as Agent and the general partner of Owner shall be under common control, the general partner of Owner shall be removed by reason of a "Cause Event" pursuant to the terms of the Partnership Agreement and (B) "**Bankruptcy Event**" means, with respect to any entity, the occurrence of any of the following events: (i) the filing by it of a voluntary petition in bankruptcy, (ii) an adjudication that it is bankrupt or insolvent unless such adjudication is stayed or dismissed within sixty (60) days, or the entry against it of an order for relief of debtors in any bankruptcy or insolvency proceeding unless such order is stayed or dismissed within ninety (90) days, (iii) the filing by it of a petition or an answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (iv) the filing by it of an answer or other pleading admitting or failing to contest the material allegations of the petition filed against it in any proceeding of the nature described in the preceding clause (iii), (v) its seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets, or (vi) the failure within ninety (90) days after the commencement of any proceeding against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, to have the proceeding stayed or dismissed, or the failure within one hundred twenty (120) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of it or of all or any substantial part of its assets to have such the appointment vacated or stayed, or the failure within ninety (90) days after the expiration of any such stay to have the proceeding dismissed or the appointment vacated, or (vii) such party generally shall be unable to pay, or shall admit in writing its inability to pay, its debts as they become due.

17.1 Owner shall pay or reimburse Agent for any monies due it under this Agreement for services prior to termination, notwithstanding termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Agent shall survive any termination and, if Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect. Owner agrees that Agent may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated to pay bills previously incurred but not yet invoiced, and to close accounts.

17.2 On termination of this Agreement:

- (a) the Agent shall within fifteen (15) days thereafter render a final accounting to the Owner and
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pay over any balance in the Agent's trust account remaining at the credit of the Owner (subject to Section 17.1 hereof);

- (b) the Agent shall promptly surrender to the Owner all property, documents and information of Owner acquired in the course of or incidental to this Agreement including, but not limited to all lease agreements, computer programs and records and other files, records, contracts and information to the continuing operation of the Property;
- (c) the Agent shall surrender any space occupied by Agent in the Property in connection with its responsibilities under this Agreement;
- (d) the Agent shall assign to the Owner all contracts related to the Property and entered into in accordance with this Agreement, if applicable and assignable, and that were entered into in accordance with this Agreement and the Owner (or a replacement property manager) shall assume all such contracts;
- (e) the Agent shall give notices to Tenants and other persons as Owner may direct with respect to such termination; and
- (f) the Agent shall cooperate fully with Owner and Owner's agents and representatives to effectuate an orderly transition in connection with the management and/or operation of the Property.

18. Indemnity:

18.1 The Agent shall be indemnified, defended and held harmless by the Owner from and against any and all expenses (including reasonable attorneys' fees), losses, damages, liabilities, charges and claims of any kind or nature whatsoever including the cost of seeking to enforce this indemnification right (collectively "**Indemnified Losses**"), incurred by Agent arising out of or incidental to any act performed or omitted to be performed by Agent in its capacity as property manager and/or in connection with the Property, including, without limitation, any act or omission constituting ordinary negligence of Agent, provided that such act or omission did not constitute gross negligence, willful misconduct (including, without limitation, an intentional breach of the terms of this Agreement) or fraud.

18.2 All indemnification obligations under this Agreement shall also run to the benefit of any affiliate of any Agent or any principal, partner, member, manager, shareholder, controlling person, officer, director, agent or employee of Agent (each of the foregoing, together with Agent, a "**Protected Person**").

18.3 The Owner shall promptly reimburse (or advance, to the extent reasonably requested by a Protected Person other than in connection with Indemnified Losses resulting from claims made by Owner) each Protected Person for reasonable legal or other expenses (as incurred) of each Protected Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Indemnified Losses for which the Protected Person may be indemnified pursuant to this Section 18 provided, that such Protected Person executes a written undertaking to repay Owner for such reimbursed or advanced expenses if it is finally judicially determined that such Protected Person is not entitled to the indemnification provided by this Section 18.

18.4 The provisions of this Section 18 shall continue to afford protection to each Protected Person regardless of whether such Protected Person remains in the position or capacity pursuant to which such Protected Person became entitled to indemnification under this Section 18 and regardless of any subsequent amendment to or termination of this Agreement.

18.5 The Owner shall be indemnified, defended and held harmless by Agent from and against any and all Indemnified Losses incurred by Owner arising out of the gross negligence, willful misconduct (including, without limitation, an intentional breach of the terms of this Agreement) or fraud of Agent.

18.6 The provisions of this Section 18 shall survive the expiration or any termination of this Agreement.

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19. Insurance:

19.1 The Agent shall place and maintain in its capacity as manager and throughout the term of this Agreement under its corporate insurance policy:

- (i) comprehensive dishonesty, disappearance and destruction insurance for an amount of not less than \$2,000,000, and
- (ii) errors and omissions insurance coverage of \$1,000,000.

Any liability insurance policy or policies obtained by or on behalf of Owner shall name the Agent as an additional named insured so as to protect and indemnify the Agent from liability in the same manner and to the same extent as the Owner. All policies of insurance shall contain a waiver of any rights of subrogation which the insurers may have against the Agent whether or not the damage was caused by the act, omission or negligence of the Agent.

19.2 All insurance policies placed pursuant to this Section 19 shall name the Owner as an additional named insured so as to protect and indemnify them in the same manner and to the same extent as the Agent. All policies of insurance shall contain a waiver of any rights of subrogation of which the insurers may have against the Owner.

19.3 Owner and Agent shall each waive any claim for loss or damage against the other and mutually agree to hold each other harmless for loss to the Property to the extent that either party is reimbursed or indemnified by insurance coverage.

19.4 The provisions of this Section 19 shall survive the expiration or any termination of this Agreement.

20. Violations of Law: Agent will promptly notify Owner of any violations of any requirements of any statute, ordinance, law or regulation of any governmental body or any public authority or official thereof having jurisdiction with respect to the Property known to the Agent and shall promptly use commercially reasonable efforts at Owner's expense to cure such violations and to prevent any civil or criminal liability from being imposed.

20.1 In the event (A) it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Owner or its agents with respect to the Property or the sale, rental, or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any provision, statute, ordinance, law, or regulation of any Governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereover, (B) Agent notifies Owner and RioCan REIT of such violation pursuant to Section 20 or any other provision of this Agreement and Owner fails to contest such violation in good faith and/or to commence and diligently prosecute to completion (or permit Agent, at Owner's expense to commence and diligently prosecute) the cure of such violation, and (C) Agent, in its sole and absolute discretion, considers that the action or position of Owner may result in damage or liability to Agent, Agent shall have the right to cancel this Agreement at any time by giving not less than thirty (30) days' prior written notice to Owner and RioCan REIT of its election so to do, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by United States or Canadian certified mail, and if served by mail shall be deemed to have been served when deposited in the United States or Canadian mail system. Such cancellation shall not release the indemnities of Owner and Agent set forth herein and shall not terminate (i) any liability or obligation of Owner or RioCan REIT to Agent for any payment, reimbursement, or other sum of money then due and payable to Agent hereunder as of the date of such cancellation, or (ii) any obligation of Agent to remit moneys to Owner or to complete its obligations hereunder to the date of such cancellation. Agent shall cooperate with Owner to ensure a smooth and efficient transition to a new managing agent, including but not limited to, prompt delivery of files relating to the Property.

21. Confidentiality: The Agent agrees that all confidential information acquired in the course of or incidental to this Agreement including, but not limited to, customer information, trade secrets or other commercial property of the Owner will not be disclosed or communicated in any way by the Agent during the term of this Agreement or thereafter, except to employees of the Agent and its agents, contractors, subcontractors and consultants (provided they agree in writing to be bound by this provision) as required to carry out their duties under this Agreement and as may be required by law. The parties acknowledge that this

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Agreement may be included in an SEC filing and a filing required by the Ontario Securities Commission, and shall not be confidential information.

22. The Loan: Agent acknowledges that Owner has obtained a loan from [ ] (“**Lender**”) in the principal amount of up to \$[ ] (the “**Loan**”), which is governed by a certain [ ] made by Owner for the benefit of Lender, dated the date hereof (the “**Loan Agreement**”). For so long as the Loan is outstanding:

- (a) this Agreement shall be terminable by Lender or its nominee without penalty or premium following the occurrence of an Event of Default (as such term is defined in the Loan Agreement) or by Owner after Lender has notified Owner in writing that Agent is unsatisfactory to Lender, in each case upon thirty (30) days prior written notice to Agent;
- (b) all payments hereunder shall be subject and subordinate in lien and priority of payment to the payment of all principal and interest and all other amounts due under the Loan; and
- (c) Agent shall promptly notify Lender with respect to any default hereunder and promptly deliver to Lender a copy of each notice, report, plan or statement delivered by Agent to Owner hereunder.

23. General Provisions: It is expressly agreed by the parties that:

23.1 The parties have entered into this Agreement without any inducements, representations, statements, warranties or agreements made by either party other than those expressly stated herein.

23.2 This Agreement embodies the entire understanding of the parties with respect to the subject matters stated herein and there are no other understandings or undertakings related to the within subject matters. This Agreement may be modified only by a written agreement signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the parties, save and except for any termination of this Agreement that arises under the express terms hereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

23.3 The provisions of this Agreement are severable and to the extent that any provision herein is determined by court order, law or rule to be invalid, such invalidity shall in no way affect nor invalidate the other provisions of this Agreement.

23.4 Agent and Owner acknowledge that as of the date of this Agreement Agent is an affiliate of the general partner of Owner. Any action of Agent hereunder or approval required to be given by the Owner hereunder shall in each case be subject to the approval of the Advisory Board to the extent required pursuant to the express terms of Section 6.3(a) and (b) of the Partnership Agreement. If the approval of the Advisory Board shall not be required pursuant to the express terms of Sections 6.3(a) and (b) of the Partnership Agreement, for so long as Agent shall remain an affiliate of Owner, Agent shall have the authority to make determinations and decisions, and grant approvals, on behalf of Owner. Notwithstanding the terms of Section 23.8 of this Agreement, with respect to notices and information required to be delivered to Owner pursuant to this Agreement, such notices and information shall not be required to be delivered to RioCan REIT unless expressly provided in this Agreement or in the Partnership Agreement.

23.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23.6 With respect to any and all disputes under or relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the Supreme Court of the State of New York, Nassau County and the United States District Court for the Eastern District of New York and the appellate courts with supervisory powers thereover.

23.7 The parties agree that in any litigation or proceeding commenced by either party against the other, service of process shall be deemed to be effective either by hand delivery thereof or by the mailing

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thereof via certified mail, postage prepaid, with a proof of mailing receipt validated by the U.S. or Canadian Postal Service constituting the sufficient evidence of service of process.

23.8 With respect to any notices that are required or permitted to be made pursuant to this Agreement, they shall be in writing and either delivered personally, sent by United States or Canadian mail or by facsimile (provided that if delivered by facsimile, a confirmation copy of such notice must also be delivered personally or by United States or Canadian mail) addressed as follows:

As to Owner:

Cedar Shopping Centers Partnership, L.P.  
c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

with a copy to:

RioCan  
c/o RioCan Real Estate Investment Trust  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Jonathan Gitlin  
Facsimile: (416) 866-3020

As to RioCan REIT:

RioCan  
c/o RioCan Real Estate Investment Trust  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Jonathan Gitlin  
Facsimile: (416) 866-3020

As to Agent:

Cedar Shopping Centers Partnership, L.P.  
c/o Cedar Shopping Centers Partnership, L.P.  
44 South Bayles Avenue, Suite 304  
Port Washington, New York 11050  
Attention: Brenda J. Walker  
Facsimile: (516) 767-6497

Any party hereto may change its address for notice or facsimile transmission number by notice to the other parties hereto in the manner set forth herein. Any notice, consent or instrument aforesaid, if delivered or sent by facsimile transmission shall be deemed to have been given or made on the date on which it was delivered to such party or if sent by facsimile transaction shall be deemed to be given on the day transmitted if transmitted before 5:00 p.m. on a Business Day and otherwise on the next Business Day or if mailed, shall be deemed to have been given or made on the fifth Business Day following the date on which it was mailed, unless at the time of mailing or within seventy-two (72) hours thereafter, there shall be a strike, labor interruption or lockout in the postal service, in which case, the notice, direction or other instrument as aforesaid shall be delivered by one party to the address of the other.

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23.9 This Agreement may not be assigned by Agent without the prior written consent of Owner, provided, however, that Owner consents to Agent's designating a wholly-owned subsidiary or affiliate of Agent to act on behalf of Agent as leasing and rental agent for the Property (so long as such entity remains a wholly-owned subsidiary or affiliate of Agent). This Agreement shall be binding upon and benefit the parties hereto and their respective successors and permitted assigns.

23.10 For purposes of this Agreement, "**Business Day**" means any day other than Saturday, Sunday or any other day on which banks or savings and loan associations in New York, New York are not open for business.

23.11 **EACH PARTY HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT. NO PARTY HERETO SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Property Management Agreement as of the day and year first set forth above.

**OWNER**

[\_\_\_\_\_]

By: [\_\_\_\_\_]

By: \_\_\_\_\_  
Leo S. Ullman  
President

**AGENT**

**CEDAR SHOPPING CENTERS PARTNERSHIP,  
L.P., a Delaware limited partnership**

By: Cedar Shopping Centers, Inc., a Maryland  
corporation, its general partner

By: \_\_\_\_\_

**RIOCAN REIT**

**RIOCAN REAL ESTATE INVESTMENT TRUST**

By: \_\_\_\_\_

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**EXHIBIT E**  
**ALLOTTED CONSIDERATION**

Cedar and RioCan agree that the Consideration for the Interests shall be allocated among the assets owned by the Property Owner as of the Closing as follows:

Cash and Cash Equivalents (Class I)	Dollar amount as of the Closing Date
Supplies, Prepaid Expenses and Other Current Assets (Class V)	Tax basis as of the Closing Date
Equipment, Furniture and Fixtures (Class V)	Tax basis as of the Closing Date
Real Property Lease and Improvements, and Construction of Improvements in Progress (Class V)	Balance
Goodwill, Going Concern Value and Other Section 197 Intangibles (Classes VI and VII)	None

<b>Property</b>	<b>Allocated Consideration</b>
Columbus Crossing	\$ 19,630,000
Franklin Village*	\$ 43,980,000
Loyal Plaza	\$ 21,560,000
Stop & Shop at Bridgeport	\$ 7,180,000
Blue Mountain Commons	n/a
Sunset Crossing	\$ 7,880,000
Shaw's Plaza	\$ 16,290,000
<b>TOTAL:</b>	<b>\$116,520,000</b>

\* Includes escrow holdback estimates for 5 spaces (Franklin Village Renewal Lease Spaces) with pending lease renewals with an estimated NOI of \$65,000 and a lease value equal to \$5,467,000. Eighty percent (80%) of the lease value for the 5 renewal tenancies, rounded, equals \$4,380,000. The Allotted Consideration for Franklin Village does not include additional Earn-Out Proceeds related to the Franklin Village Applebee's Space and the Franklin Village New Lease Space.

**EXHIBIT F**  
**FORM**  
**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "Agreement"), dated as of the [ ] day of October, 2009, is among **COMMONWEALTH LAND TITLE INSURANCE COMPANY**, Two Grand Central Tower 140 East 45th Street, 22nd Floor, New York, NY 10017 ("Escrowee"), **CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.**, a Delaware limited partnership, having an office at 44 South Bayles Avenue, Port Washington, New York 11050 ("Cedar") and **RIOCAN HOLDINGS USA INC.**, a Delaware corporation, having an office c/o RioCan Real Estate Investment Trust, RioCan Yonge Eglinton Centre, 2300 Yonge St., Suite 500, P.O. Box 2386, Toronto, Ontario, M4P 1E4 ("RioCan").

**WITNESSETH**

WHEREAS, Cedar and RioCan entered into that certain Agreement Regarding Purchase of Partnership Interests (hereinafter referred to as the "Purchase and Sale Agreement"); dated as of the date hereof, for the purchase and sale of the Interests.

WHEREAS, the Purchase and Sale Agreement provides for the terms and conditions applicable to the sale and purchase of the Interests and the performance obligations and rights of Cedar and RioCan; and

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WHEREAS, Cedar and RioCan agree, pursuant to the Purchase and Sale Agreement, that Escrowee shall hold, in escrow the Deposit in accordance with the terms and conditions of the Purchase and Sale Agreement and this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Appointment of Agent.

(a) Cedar and RioCan hereby appoint Escrowee to act as their escrow agent on the terms and conditions hereinafter set forth, and Escrowee accepts such appointment.

(b) RioCan shall deliver the Deposit to Escrowee pursuant to the wire instructions attached hereto as Exhibit A in accordance with the terms of the Purchase and Sale Agreement. Escrowee agrees to hold the Deposit on behalf of the parties to the Purchase and Sale Agreement, and to apply, disburse and deliver the Deposit as provided in the Purchase and Sale Agreement and this Agreement. In the event of any conflict between the terms and conditions of the Purchase and Sale Agreement and the terms or conditions of this Agreement, as to the obligations of Escrowee, the terms and conditions of this Agreement shall govern and control, and as to Cedar and RioCan, the terms and conditions of the Purchase and Sale Agreement shall control.

2. Disposition of the Required Deposit.

(a) Escrowee shall hold the Deposit in an interest bearing segregated account at [JPMorgan Chase Bank, N.A.] which rate of interest need not be maximized. Escrowee shall not commingle the Deposit with any other funds.

(b) Escrowee shall pay the Deposit in accordance with the terms of the Purchase and Sale Agreement. If, prior to any Closing, either party makes a written demand upon Escrowee for delivery of the Deposit, Escrowee shall give written notice to the other party of such demand. If a written notice of objection to the proposed payment is not received from the other party within seven (7) Business Days after the giving of notice by Escrowee, Escrowee is hereby authorized to deliver the Deposit to the party who made the demand. If Escrowee receives a written notice of objection within said period, then Escrowee shall continue to hold the Deposit and thereafter pay it to the party entitled when Escrowee receives (a) written notice from the objecting party withdrawing the objection, or (b) a written notice signed by both parties directing disposition of the Deposit, or (c) a judgment or order of a court of competent jurisdiction.

(c) Nothing in this Section 2 shall have any effect whatsoever upon Escrowee's rights, duties, and obligations under Section 3.

3. Concerning Escrowee.

(a) Escrowee shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrowee without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document;

(b) Escrowee shall not be bound in any way by any other contract or understanding between Cedar and RioCan, whether or not Escrowee has knowledge thereof or consents thereto unless such consent is given in writing;

(c) Escrowee's sole duties and responsibilities shall be to hold and disburse the Deposit in accordance with this Agreement and the Purchase and Sale Agreement;

(d) Upon the disbursement of the Deposit in accordance with this Agreement, Escrowee shall be relieved and released from any liability under this Agreement;

(e) Escrowee may resign at any time upon at least fifteen (15) Business Days prior written notice to Cedar and RioCan hereto. If, prior to the effective date of such resignation, Cedar and RioCan hereto shall have approved, in writing, a successor escrow agent, then upon the resignation of Escrowee, Escrowee

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shall deliver the Deposit to such successor escrow agent. From and after such resignation and the delivery of the Deposit to such successor escrow agent, Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason Cedar and RioCan shall not approve a successor escrow agent within such period, Escrowee may bring any appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction, pending the approval of a successor escrow agent, and upon such deposit Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement;

(f) Cedar and RioCan hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrowee from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrowee (including reasonable attorneys' fees and disbursements) by reason of Escrowee performing its obligations pursuant to, and in accordance with, the terms of this Agreement, but in no event shall Escrowee be indemnified for its gross negligence, willful misconduct or breach of the terms of this Agreement;

(g) In the event that a dispute shall arise in connection with this Agreement or the Purchase and Sale Agreement, or as to the rights of Cedar and RioCan in and to, or the disposition of, the Deposit, Escrowee shall have the right to (w) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise, or (x) deposit the Deposit in an appropriate court of law, following which Escrowee shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement, or (y) institute an action in interpleader or other similar action permitted by stakeholders in the State of New York, or (z) interplead Cedar or RioCan in any action or proceeding which may be brought to determine the rights of Cedar and RioCan to all or any part of the Deposit; and

(h) Escrowee shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained.

#### 4. Termination.

This Agreement shall automatically terminate upon the delivery or disbursement by Escrowee of the Deposit in accordance with the terms of the Purchase and Sale Agreement and terms of this Agreement, as applicable.

#### 5. Notices.

All notices, demands, consents, reports and other communications provided for in this Agreement shall be in writing, shall be given by a method prescribed in this Section and shall be given to the party to whom it is addressed at the address set forth below or at such other address(es) as such party hereto may hereafter specify by at least seven (7) days' prior written notice.

To Cedar:

c/o Cedar Shopping Centers, Inc.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Leo S. Ullman  
Facsimile: (516) 767-6497

With a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Steven P. Moskowitz, Esq.  
Facsimile: (212) 806-6006

To RioCan:

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Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Rags Davloor  
Facsimile: (416) 866-3020

With a copy to:

Yonge Eglinton Centre  
2300 Yonge Street  
Suite 500, P.O. Box 2386  
Toronto, Ontario  
M4P 1E4  
Attention: Jonathan Gitlin  
Facsimile: (416) 866-3020

With a copy to:

Goodmans LLP  
250 Yonge Street  
Suite 2400  
Toronto, Ontario  
M5B 2M6  
Attention: Juli Morrow  
Facsimile: (416) 979-1234

To Escrowee:

Commonwealth Land Title Insurance Company  
Two Grand Central Tower  
140 East 45<sup>th</sup> Street, 22nd Floor  
New York, New York 10017  
Attention: Robert Fitzgerald  
Facsimile: (212) 986-3215  
Telephone: (212) 973-4809

Any party hereto may change the address to which notice may be delivered hereunder by the giving of written notice thereof to the other parties as provided hereinbelow. Any notice or other communication delivered pursuant to this Section 5 may be mailed by United States or Canadian certified air mail, return receipt requested, postage prepaid, deposited in a United States or Canadian Post Office or a depository for the receipt of mail regularly maintained by the United States Post Office or the Canadian Post Office, as applicable. Such notices, demands, consents and reports may also be delivered (i) by hand or reputable international courier service which maintains evidence of receipt or (ii) by facsimile with a confirmation copy delivery by hand or reputable international courier service which maintains evidence of receipt. Any notices, demands, consents or other communications shall be deemed given and effective when delivered by hand or courier or facsimile, or if mailed only, five (5) Business Days after mailing. Notwithstanding the foregoing, no notice or other communication shall be deemed ineffective because of refusal of delivery to the address specified for the giving of such notice in accordance herewith. The provisions of this Section 5 shall survive the Closings and/or a termination of this Agreement.

6. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase and Sale Agreement.

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7. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE. THE PARTIES HERETO WAIVE TRY BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto; provided, however, that except as expressly provided herein as to the Escrowee, this Agreement may not be assigned by any party without the prior written consent of the other parties.

9. Entire Agreement.

This Agreement, together with the Purchase and Sale Agreement, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10. Amendments.

Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation, rescission or supersession to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

11. Counterparts and/or Facsimile Signatures.

This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, any one of which shall constitute an original of this Agreement. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Agreement shall not be binding unless and until it shall be fully executed and delivered by all parties hereto. In the event that this Agreement is executed and delivered by way of facsimile transmission, each party delivering a facsimile counterpart shall promptly deliver an ink-signed original counterpart of the Agreement to the other party by overnight courier service; provided however, that the failure of a party to deliver an ink-signed original counterpart shall not in any way effect the validity, enforceability or binding effect of a counterpart executed and delivered by facsimile transmission.

12. Severability.

If any provision of the Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

13. EIN.

Cedar shall provide its employer identification numbers to Escrowee promptly following execution and delivery of this Agreement. Each of the parties hereto shall execute and deliver to the others any documents reasonably necessary for establishing the escrow account for the Deposit promptly following request.

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IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement as of the date and year first above written.

**ESCROWEE:**

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**CEDAR:**

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a  
Delaware limited partnership

By: Cedar Shopping Centers, Inc., a Maryland  
corporation, its general partner

By: \_\_\_\_\_  
Leo S. Ullman  
President

**RIOCAN:**

RIOCAN HOLDINGS USA INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

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**EXHIBIT G**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership] ("**Assignor**") and [REIT PROPERTY SUBSIDIARY], a Delaware limited partnership ("**Assignee**").

**WITNESSETH:**

WHEREAS, Assignor is the owner of one hundred percent (100%) of the limited [partnership / liability company] interests in [\_\_\_\_\_], a [\_\_\_\_\_] (the "**Interests**") pursuant to that certain [\_\_\_\_\_] dated as of [\_\_\_\_\_] (the "**Partnership/Operating Agreement**");

WHEREAS, pursuant to that certain Agreement Regarding Purchase of Partnership Interests, dated as of October [\_\_\_\_\_], 2009 (the "**Contract**"), between Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership ("**Cedar**"), and RioCan Holdings USA Inc., a Delaware corporation ("**RioCan**"), Cedar and

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RioCan have agreed, among other things, to cause Assignee to acquire all right, title and interest of Assignor in and to the Interests; and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings set forth in the Contract.

NOW, THEREFORE, for valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, without recourse, representation or warranty except as set forth in the Contract, all right, title and interest of Assignor in and to the Interests.
2. Subject to the terms of the **[Partnership/Operating]** Agreement, Assignee hereby accepts such assignment and assumes all obligations with respect to the Interests.
3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any other person or entity.
4. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.
5. Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to do so.
6. The parties hereto covenant and agree that they will execute, deliver and acknowledge from time to time at the request of the other, and without further consideration, all such further instruments of assignment or assumption of rights and/or obligations as may be required in order to give effect to the transactions described herein.
7. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware (without regard to principles of conflicts of laws).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**ASSIGNOR:**

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a  
Delaware limited partnership

By: Cedar Shopping Centers, Inc.,  
a Maryland corporation, its general partner

By: \_\_\_\_\_  
Leo S. Ullman  
President

**ASSIGNEE:**

**[REIT PROPERTY SUBSIDIARY],**

a Delaware limited partnership

By: **[REIT PROPERTY SUBSIDIARY GP],**  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Leo S. Ullman  
Authorized Person

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**EXHIBIT H**  
**ADDITIONAL MATERIALS**

1. COLUMBUS CROSSING

- **Super Fresh**. Exhibit B (Site Plan) need legible copy
- **Old Navy** — Fully executed copy of Non-Disturbance and Attornment Agreement dated 03/23/2004.

2. FRANKLIN

- **Applebees** - Memorandum Establishing Commencement Date of Lease, date 03/03/1988. In addition, only the first page of the Lease Statement and Agreement dated 02/02/1988 was provided.
- **Marshalls**
- Waiver re Teppanyaki
- **Radio Shack** - Rider to Extension and Amendment to Lease Agreement dated 12/12/1997.
- **Stop & Shop** - Exhibit AA from the Amendment dated August 7, 1987
- **GNC** - Letter dated June 27, 1996.

3. LOYAL PLAZA

- **Kmart** - Amendments dated 08/09/1976, 08/13/1976 and 10/07/1976 Waivers from Kmart regarding use of pylon sign
- **PLCB** - Ex. B
- **Red Lobster** - A complete and executed copy of a Memorandum of Lease

4. SUNSET

- **Giant Food Stores** - Exhibit B from the Lease.
  - **Holiday Hair** - Exhibit A of an estoppel dated 12/04/03.
  - **Premier Tanning** - Lease Modification Agreement dated 11/14/07, the Consent and Ratification therein is not executed by David Evans, one of the guarantors.
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EXHIBIT I  
BLUE MOUNTAIN DEVELOPMENT PARCEL

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October 23, 2009

LEGAL DESCRIPTION OF  
FUTURE DEVELOPMENT AREA  
TO ACCOMPANY "FUTURE DEVELOPMENT EXHIBIT"  
SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA  
JMB PROJECT #1216-B

BEGINNING AT A POINT marked by an iron pin at the northwest corner of lands now or formerly owned by Cedar-Clock Tower, LLC, the southwest corner of lands now or formerly owned by McNaughton Company, and on the eastern property line of lands now or formerly owned by Hoa Van Nguyen, said point being the **"POINT OF BEGINNING."**

Thence, from said "POINT OF BEGINNING" along the northern property line of lands now or formerly owned by Cedar-Clock Tower, LLC north 88 degrees 18 minutes 20 seconds east a distance of 1190.10 feet; thence from said point south 10 degrees 21 minutes 52 seconds west a distance of 53.35 feet; thence from said point south 04 degrees 36 minutes 50 seconds west a distance of 149.53 feet; thence from said point south 65 degrees 21 minutes 16 seconds east a distance of 52.68 feet; thence from said point south 37 degrees 03 minutes 14 seconds west a distance of 264.01 feet; thence from said point south 33 degrees 20 minutes 44 seconds west a distance of 10.15 feet; thence from said point south 88 degrees 18 minutes 20 seconds west a distance of 1123.25 feet; thence from said point north 09 degrees 13 minutes 37 seconds east a distance of 446.48 feet to a point, said point being the "POINT OF BEGINNING."

The above described area contains 522,800.33 square feet or 12.00 acres as depicted on the "FUTURE DEVELOPMENT EXHIBIT" prepared by J. Michael Brill & Associates, Inc. dated October 23, 2009.

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**EXHIBIT J**  
**FRANKLIN VILLAGE EARN-OUT SPACE**

<b>TENANT</b>	<b>SUITE #</b>	<b>SQ. FT.</b>	<b>NOTES</b>
<b>Franklin Village New Lease Space</b>			
Vacant	034	3,908	1,600 for Sally Beauty and 2,300 sf for Five Guys (Executed LOIs)
Vacant	OA201	490	Nurse Staffing (Executed Lease)
<b>Applebees Space</b>			
Applebees	038	5,682	
<b>Franklin Village Renewal Lease Space</b>			
L'Equipe	037	2,070	
Olympia Sports	014	3,550	
Radio Shack	004	2,000	
The Men's Wearhouse	026	3,600	
Dress Barn	021	10,150	

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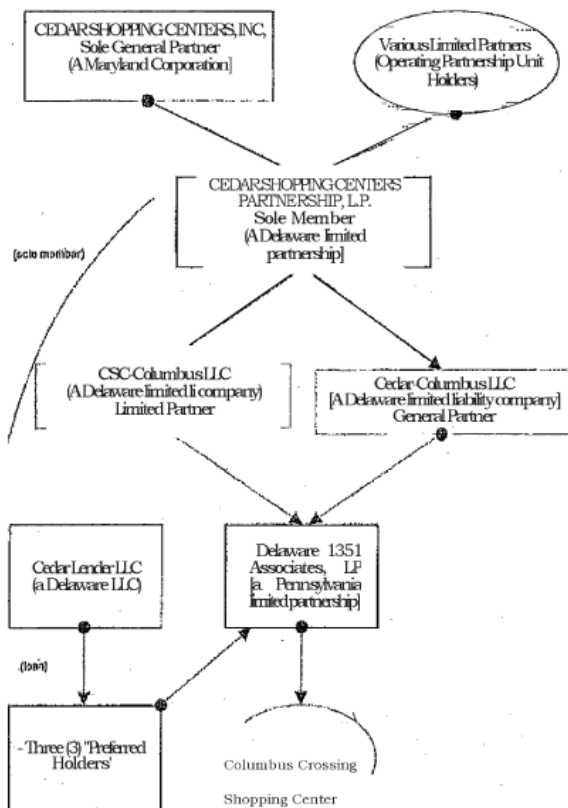


SCHEDULE 1  
EXISTING OWNERSHIP CHARTS

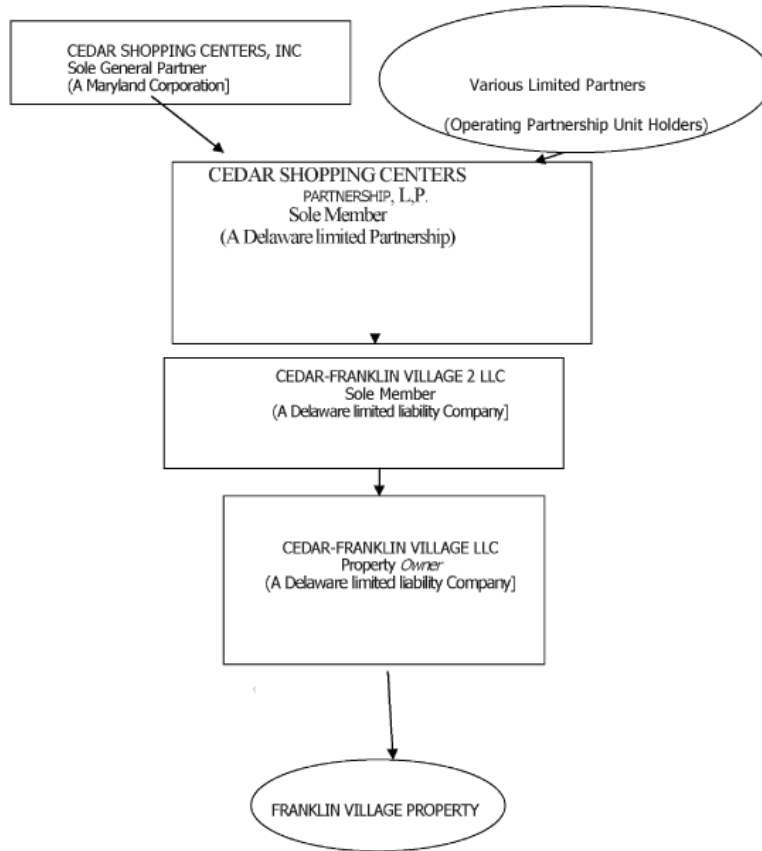
Property	Property Owner	Schedule #
Columbus Crossing	Delaware 1851 Associates, LP	1(i)
Franklin Village	Cedar-Franklin Village LLC	1(ii)
Loyal Plaza	Loyal Plaza Associates, L.P.	1(iii)
Stop & Shop — Bridgeport	Cedar-Bridgeport, LLC	1(iv)
Blue Mountain Commons	Cedar-Clock Tower, LLC	1(v)
Sunset Crossing	Cedar Sunset Crossing, LLC	1(vi)
Shaw's Plaza	Cedar-Raynham, LLC	1(vii)

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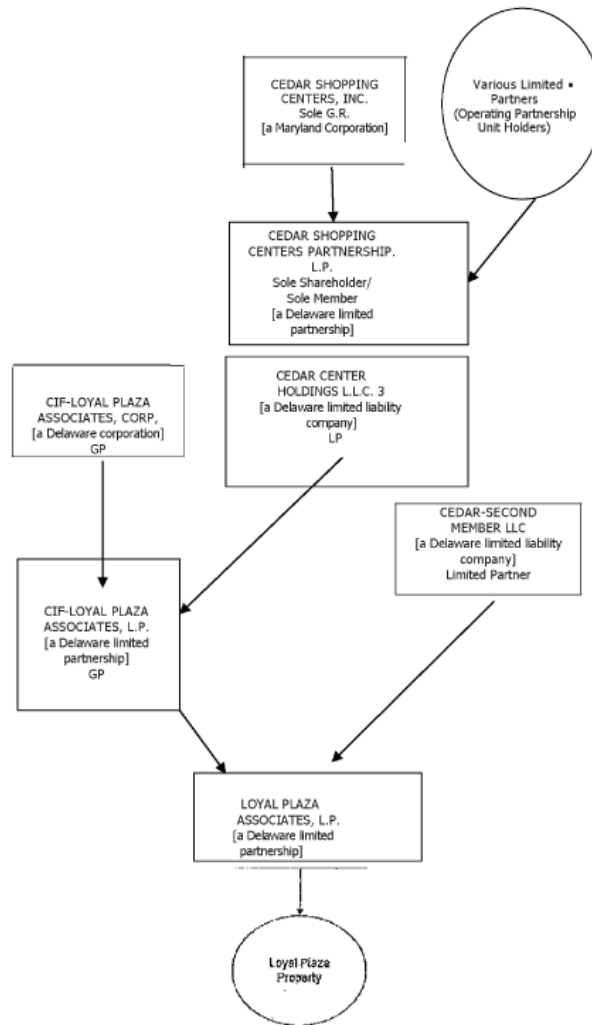
Columbus Entity Structure



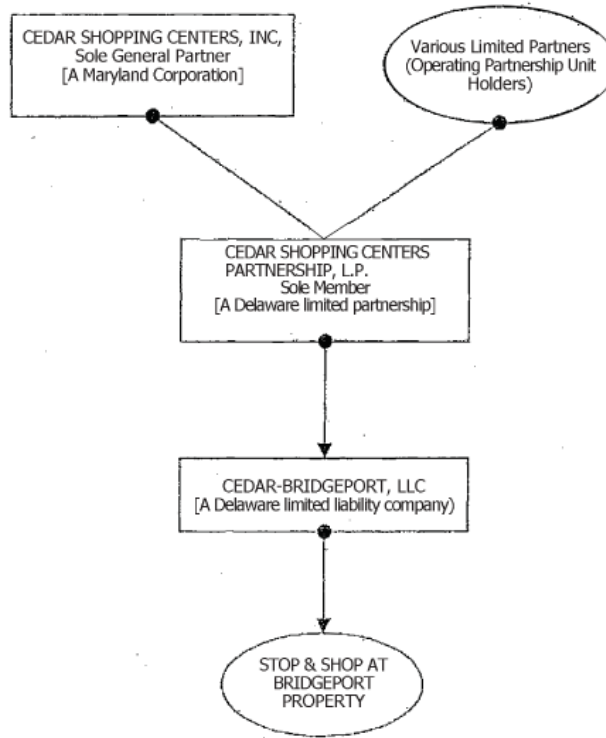
Franklin Village  
Organizational Chart



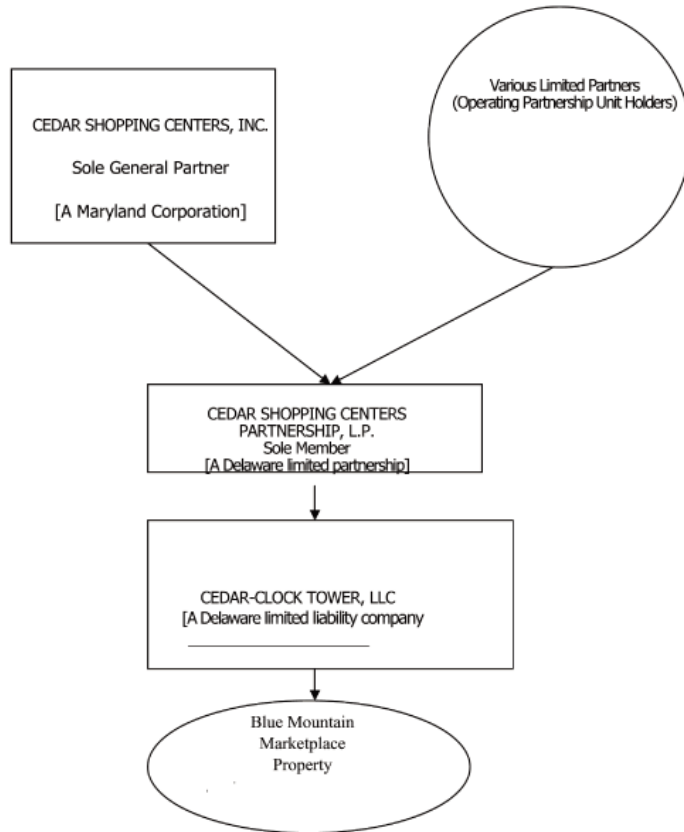
Loyal Plaza Entity Structure  
as of 2/13/09



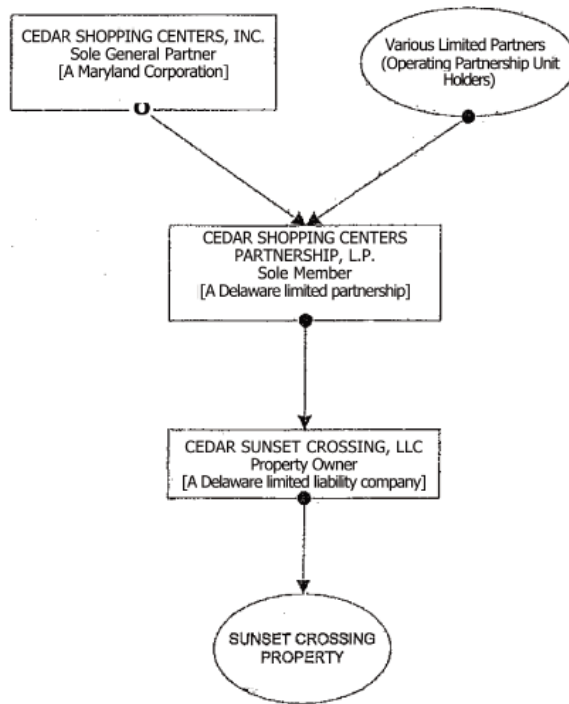
Cedar-Bridgeport, LLC  
Entity Structure



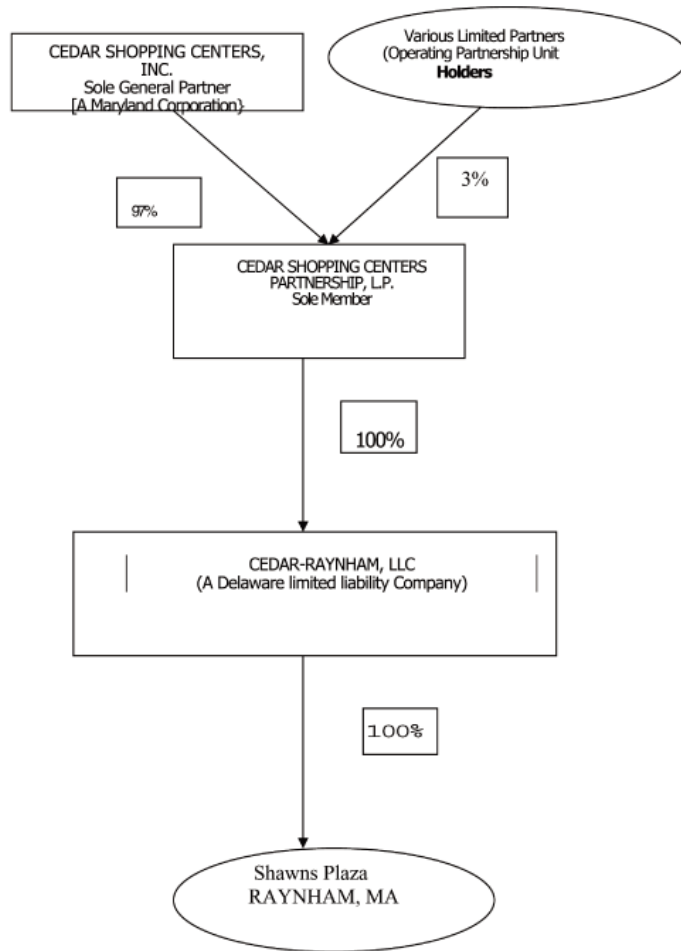
Cedar-Clock Tower, LLC  
Organizational Chart



Sunset Crossing Entity Structure



Cedar-Raynham, LLC  
Organizational Chart  
Ownership Percentages





SCHEDULE 2  
REORGANIZATION STEPS

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Cedar/RioCan Tax Planning Steps — Pennsylvania Restructuring

October 26, 2009

Cedar/RioCan Transaction Planning, Pennsylvania State & Local Realty Transfer  
Tax Consequences

Loyal Plaza

1. Cedar Shopping Centers Partnership, L.P. is the sole shareholder and sole member of each of CIF-Loyal Plaza Associates, Corp. and Cedar Center Holdings L.L.C. 3, respectively. Cedar Shopping Centers Partnership, L.P. is the sole member of Cedar-Second Member LLC. CIF-Loyal Plaza Associates Corp. is the general partner of CIF-Loyal Plaza Associates, L.P., and Cedar Center Holdings L.L.C. 3 is the limited partner of CIF-Loyal Plaza Associates, L.P. CIF-Loyal Plaza Associates, L.P. is the general partner of Loyal Plaza Associates, L.P. and Cedar-Second Member LLC is the limited partner of Loyal Plaza Associates, L.P. Loyal Plaza Associates, L.P. is the holder of the Loyal Plaza property in Williamsport, PA.
  2. Cedar Shopping Centers Partnership, L.P. will serve as the sole member of a newly created Delaware limited liability company (LLC2) and as the 99.9% limited partner of a newly created limited partnership, New LP,
  3. CIF-Loyal Plaza Associates Corp. assigns its 0.1% general partnership interest in CIF-Loyal Plaza Associates, L.P. to newly created LLC2.
  4. Cedar Center Holdings LLC3 distributes its interests in CIF-Loyal Plaza Associates, L.P. to Cedar Shopping Centers Partnership, L.P.
  5. Cedar Shopping Centers Partnership, L.P. creates two (2) limited liability companies, Cedar NewCo GP LLC and Cedar NewCo LP LLC, which hold a combined 20% interest in a newly created Partnership, RioCan Holdings USA Inc. will own an 80% interest in Partnership. Partnership will own a 99.9% interest in a newly created REIT that is a partnership for Canadian tax purposes and a Corporation for U.S. tax purposes, REIT will own a 99.9% interest in a newly created REIT Property Subsidiary which is the single member of a newly created LLC. Partnership Subsidiary GP is created to hold a 0.1% interest in REIT and REIT Subsidiary GP holds a 0.1% general partnership interest in each of REIT Property Subsidiary and CIF-Loyal Plaza Associates, L.P.
  6. Cedar Shopping Centers Partnership, L.P. will contribute its interest in CIF-Loyal Plaza Associates, L.P. to REIT Property Subsidiary. LLC2 distributes its interest in CIF-Loyal Plaza Associates, L.P. to Cedar Shopping Centers Partnership, L.P., which contributes the CIF-Loyal Plaza Associates, L.P. interest to REIT Subsidiary GP, For Pennsylvania purposes, the transfer of a top tier entity does not trigger realty transfer tax because the ownership of the top tier entity is not attributed to the ownership the lower tier entity pursuant to 61 Pa, Code § 91.201(b)(2),
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7. Cedar Shopping Centers Partnership, L.P. contributes New LP to REIT Property Subsidiary and LLC2 interests to REIT Subsidiary GP. Cedar Shopping Centers Partnership, L.P. causes Cedar-Second Member LLC to transfer its 75% interest in Loyal Plaza Associates, L.P. to New LP. LLC2 interests are contributed to REIT Subsidiary GP. For Pennsylvania purposes, the transfer of a top tier entity does not trigger realty transfer tax because the ownership of the top tier entity is not attributed to the ownership the lower tier entity pursuant to 61 Pa. Code § 91.201(b)(2).
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## Columbus Crossing

1. Cedar Shopping Centers Partnership, L.P. is the sole member of each of CSC-Columbus LLC and Cedar-Columbus LLC. CSC-Columbus LLC is the limited partner of Delaware 1851 Associates, LP, and Cedar-Columbus LLC is the general partner of Delaware 1851 Associates, LP. Delaware 1851 Associates, LP is the holder of the Columbus Crossing Shopping Center, Specific "Preferred Holders" have received a loan from Cedar Lender LLC, and the preferred holders have preferred interests in Delaware 1851 Associates, LP.
2. Cedar Shopping Centers Partnership, L.P. contributes U.S. Treasuries (or other marketable securities other than securities in companies that own real estate) comprising at least 10% of market value of CSC-Columbus LLC total gross assets. According to Phil. Code, § 19-1402(11)(b), the Definition of Real Estate Company includes a corporation that holds, directly or indirectly, ninety percent (90%) or more of the value of its assets, an interest in a real estate company. If greater than 10% of the assets of CSC-Columbus LLC at the time of the transfer consist of items other than interests in real estate or a real estate company, CSC-Columbus will not be a real estate company for Philadelphia transfer tax purposes. In determining the "value" of CSC-Columbus LLC, the gross assets are not netted by liabilities, Fed. Realty Inv. Trust v. Tax Review Board, No. 9902-0588 (Phil. 1999), *aff'd*, 769 A.2d 1255 (Pa. Commw.Ct. 2001) (unreported). Based upon our understanding of the facts conveyed by the Client, the amount of Treasuries or other marketable securities should be approximately \$2 million.
3. CSC-Columbus LLC will be converted to a Limited Partnership. Cedar Shopping Centers Partnership, L.P. will be the 99.9% limited partner and Cedar-Columbus LLC will be the 0.1% general partner. Under principles of *Exton Plaza Associates v. COP*, 763 A.2d 521 (Pa. Cmwlth. 2000) conversions are exempt from Pennsylvania realty transfer tax if there is identity of ownership before and after the conversion. Philadelphia regulations and rulings do not specifically address this type of conversion. However, a conversion of a general partnership to a limited partnership does not trigger Philadelphia realty transfer tax (provided the conversion along with any other ownership changes during the prior three years does not amount to an ownership change of 10 percent or more of the ownership interests in the partnership).
4. Cedar Shopping Centers Partnership, L.P. creates two (2) limited liability companies, Cedar NewCo GP LLC and Cedar NewCo LP LLC, which hold a combined 20% interest in a newly created Partnership. RioCan Holdings USA Inc. will own an 80% interest in the Partnership. The Partnership will own a 99.9% interest in a newly

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<sup>1</sup> The preferred interest in Delaware 1851 Associates, L.P. is held by four holders. The preferred interest, comprises a 10-year loan of \$6.367 million with an annual interest payout at 6.755%. The value of the PA real estate held by Delaware 1851 Associates, L.P. is approximately \$24 million. The value of real estate held by Delaware 1851 Associates, L.P. is \$17.633 million. Since CSC-Columbus LLC owns 99.9% of Delaware 1851 Associates, L.P., CSC-Columbus LLC is \$17.615 million. As a result, CSC-Columbus LLC should place in excess of \$2 million in securities in Delaware 1851 Associates, L.P. (e.g., greater than \$1,957 million to exceed the 10% threshold).

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created REIT that is a partnership for Canadian tax purposes and a Corporation for U.S. tax purposes. The REIT will own a 99.9% interest in a newly created REIT Property Subsidiary which is the sole member of a newly created LLC. Partnership Subsidiary GP is created to hold a 0.1% interest in REIT, and REIT Subsidiary GP holds a 0.1% general partnership interest in each of REIT Property Subsidiary and CSC-Columbus, LP.

5. Cedar Shopping Centers Partnership, L.P. contributes CSC-Columbus LP to REIT Property Subsidiary. Cedar-Columbus LLC interests are transferred to LLC. The assets of Cedar Lender LLC are transferred to a newly created New Columbus Crossing Preferred Partner LLC. For Pennsylvania purposes, the transfer of a top tier entity does not trigger realty transfer tax because the ownership of the top tier entity is not attributed to the ownership the lower tier entity pursuant to 61 Pa. Code § 91.201(b)(2). If a corporation is not defined as a real estate company for Philadelphia transfer tax purposes, the transfer of such a company does not create an acquired real estate company. See Phil. Code. § 19-1402(11)(b) referenced above.
6. The Note from the specific “Preferred Holders” is transferred by Cedar Lender LLC (which continues to be owned by Cedar Shopping Centers Partnership, L.P.) to newly-created New Columbus Crossing Preferred Partner Lender LLC (whose sole member is REIT Property Subsidiary).

#### Blue Mountain

1. Cedar Shopping Centers Partnership, L.P. is the sole member of Cedar-Clock Tower, LLC, which is the holder of the Blue Mountain Marketplace Property.
  2. Cedar Shopping Centers Partnership, L.P. will form LLC2, LP2, and LP3 with minimal capital. Cedar Shopping Centers Partnership, L.P. will be the 99.9% limited partner of LP2 and the sole member of LLC2. LP2 will be the 99.9% limited partner of LP3, and LLC2 will be the 0.1% general partner of LP2 and LP3.
  3. Cedar-Clock Tower, LLC will merge into the newly formed LP3. Mergers in Pennsylvania are not subject to the realty transfer tax unless the primary intent of the merger is the avoidance of the realty transfer tax. See. 72 P.S. Sec. 8102-C.3(12). The primary intent of the merger is to establish a partnership entity to hold real estate as required by RioCan Holdings USA Inc., the Canadian investor.
  4. Cedar Shopping Centers Partnership, L.P. creates two (2) limited liability companies, Cedar NewCo GP LLC and Cedar NewCo LP LLC, which hold a combined 20% interest in a newly created Partnership. RioCan Holdings USA Inc. will own an 80% interest in the Partnership. The Partnership will own a 99.9% interest in a newly created REIT that is a partnership for Canadian tax purposes and a Corporation for U.S. tax purposes. The REIT will own a 99.9% interest in a newly created REIT Property Subsidiary which is the sole member of a newly created LLC. Partnership Subsidiary GP is created to hold a 0.1% interest in REIT, and REIT Subsidiary GP holds a 0.1% general partnership interest in REIT Property Subsidiary.
  5. Cedar Shopping Centers Partnership, L.P. contributes interests in the newly created LP2 to REIT Property Subsidiary. LLC2 interests are transferred to LLC that is the general partner of each of LP2 and LP3. For Pennsylvania purposes, the transfer of a top tier entity does not trigger realty transfer tax because the ownership of the top tier entity is not attributed to the ownership the lower tier entity pursuant to 61 Pa. Code § 91,201 (b)(2).
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#### Sunset Crossing

1. Cedar Shopping Centers Partnership, L.P. is the sole member of Sunset Crossing, LLC, which is the holder of the Sunset Crossing Property.
  2. Cedar Shopping Centers Partnership, L.P. will form LLC2, LP4, and LP5 with minimal capital. Cedar Shopping Centers Partnership, L.P. will be the 99.9% limited partner of LP4 and the sole member of LLC2. LP4 will be the 99.9% limited partner of LP5, and LLC2 will be the 0.1% general partner of LP4 and LP5.
  3. Cedar Sunset Crossing, LLC will merge into the newly formed LP5. Mergers in Pennsylvania are not subject to the realty transfer tax unless the primary intent of the merger is the avoidance of the realty transfer tax. See. 72 P.S. Sec. 8102-C.3(12). The primary intent of the merger is to establish a partnership entity to hold real estate as required by RioCan Holdings USA Inc., the Canadian investor,
  4. Cedar Shopping Centers Partnership, L.P. creates two (2) limited liability companies, Cedar NewCo GP LLC and Cedar NewCo LP LLC, which hold a combined 20% interest in a newly created Partnership. RioCan Holdings USA Inc. will own an 80% interest in the Partnership. The Partnership will own a 99.9% interest in a newly created REIT that is a partnership for Canadian tax purposes and a Corporation for U.S. tax purposes. The REIT will own a 99.9% interest in a newly created REIT Property Subsidiary which is the sole member of a newly created LLC. Partnership Subsidiary GP is created to hold a 0.1% interest in REIT, and REIT Subsidiary GP holds a 0.1% general partnership interest in REIT Property Subsidiary.
  5. Cedar Shopping Centers Partnership, L.P. contributes interests in the newly created LP4 to REIT Property Subsidiary. LLC2 interests are transferred to LLC that is the general partner of each of LP4 and LP5. For Pennsylvania purposes, the transfer of a top tier entity does not trigger realty transfer tax because the ownership of the top tier entity is not attributed to the ownership the lower tier entity pursuant to 61 Pa. Code § 91.201 (b)(2).
-

Cedar/RioCan Restructuring Steps — MA and CT Properties

Franklin Village

- Cedar Shopping Centers Partnership, L.P. is the sole member of Cedar-Franklin Village 2 LLC. Cedar-Franklin Village 2 LLC is the sole member of Cedar-Franklin Village LLC. Cedar-Franklin Village LLC (“Cedar Franklin Village”) is the owner of the Franklin Village Shopping Center,
- Cedar Shopping Centers Partnership, L.P. will form Franklin GP LLC with minimal capital.
- Cedar Franklin Village will be converted into a limited partnership, FV LP. Cedar-Franklin Village 2 LLC will be the 99.9% limited partner and Franklin GP LLC will be the 0.1% general partner of FV LP. Authority: Title 6, Section 17-217 of the Delaware Limited Partnership Act — Conversion of certain entities to a limited partnership.
- Cedar Shopping Centers Partnership, L.P. will create (2) limited liability companies, Cedar CR GP LLC and Cedar CR LP LLC, which will hold a combined 20% interest in a newly created Partnership. RioCan Holdings USA Inc. will own an 80% interest in Partnership. Partnership will own a 99.9% interest in a newly created REIT, which will be a partnership for Canadian tax purposes and a corporation for U.S. tax purposes. REIT will own a 99.9% limited partnership interest in a newly created Delaware limited partnership, REIT Property Subsidiary. REIT will be the sole member of REIT Subsidiary GP, a Delaware limited liability company. REIT Subsidiary GP will own a 0.1% general partnership interest in REIT Property Subsidiary.
- Cedar-Franklin Village 2 LLC will contribute its limited partnership interest in FV LP to REIT Property Subsidiary. Cedar-Franklin Village 2 LLC will then dissolve. Cedar Shopping Centers Partnership, L.P. will contribute its interest in Franklin GP LLC (which is the general partner of FV LP) to REIT Property Subsidiary.



## Bridgeport

- Cedar Shopping Centers Partnership, L.P. is the sole member of Cedar-Bridgeport, LLC ("Cedar Bridgeport"), which is the owner of the Bridgeport Stop & Shop Property.
- Cedar Shopping Centers Partnership, L.P. will form Bridgeport GP LLC with minimal capital.
- Cedar Bridgeport will be converted into a limited partnership, BP LP, Cedar Shopping Centers Partnership, L.P. will be the 99.9% limited partner and Bridgeport GP LLC will be the 0.1% general partner of BP LP. Authority: Title 6, Section 17-217 of the Delaware Limited Partnership Act — Conversion of certain entities to a limited partnership,
- Cedar Shopping Centers Partnership, L.P. will create (2) limited liability companies, Cedar CR GP LLC and Cedar CR LP LLC, which will hold a combined 20% interest in a newly created Partnership. RioCan Holdings USA Inca will own an 80% interest in • Partnership. Partnership will own a 99.9% interest in a newly created REIT, which will be a partnership for Canadian tax purposes and a corporation for U.S. tax purposes. REIT will own a 99.9% limited partnership interest in a newly created Delaware limited partnership, REIT Property Subsidiary. REIT will be the sole member of REIT Subsidiary GP, a Delaware limited liability company, REIT Subsidiary GP will own a 0.1% general partnership interest in REIT Property Subsidiary.
- Cedar Shopping Centers Partnership, L.P. will contribute its limited partnership interest in BP LP and its interests in Bridgeport GP LLC (which is the general partner of Cedar-BP LP) to REIT Property Subsidiary.

#### Raynham

- Cedar Shopping Centers Partnership, L.P. is the sole member of Cedar-Raynham, LLC (“Cedar Raynhana”), which is the owner of the Shaw’s Plaza Property.
- Cedar Shopping Centers Partnership, L.P. will form Raynham GP LLC with minimal capital.
- Cedar Raynham will be converted into a limited partnership, CR LP. Cedar Shopping Centers Partnership, L.P. will be the 99.9% limited partner and Raynham GP LLC will be the 0.1% general partner of CR LP. Authority: Title 6, Section 17-217 of the Delaware Limited Partnership Act — Conversion of certain entities to a limited partnership.
- Cedar Shopping Centers Partnership, L.P. will create (2) limited liability companies, Cedar CR GP LLC and Cedar CR LP LLC, which will hold a combined 20% interest in a newly created Partnership, RioCan Holdings USA Inc; will own an 80% interest in Partnership; Partnership will own a 99.9% interest in a newly created REIT, which will be a partnership for Canadian tax purposes and a corporation for U.S. tax purposes. REIT will own a 99.9% limited partnership interest in a newly created Delaware limited partnership, REIT Property Subsidiary. REIT will be the sole member of REIT Subsidiary GP, a Delaware limited liability company. REIT Subsidiary GP will own a 0.1% general partnership interest in REIT Property Subsidiary.
- Cedar Shopping Centers Partnership, L.P. will contribute its limited partnership interest in CR LP and its interests in Raynham GP LLC (which is the general partner of CR LP) to REIT Property Subsidiary.

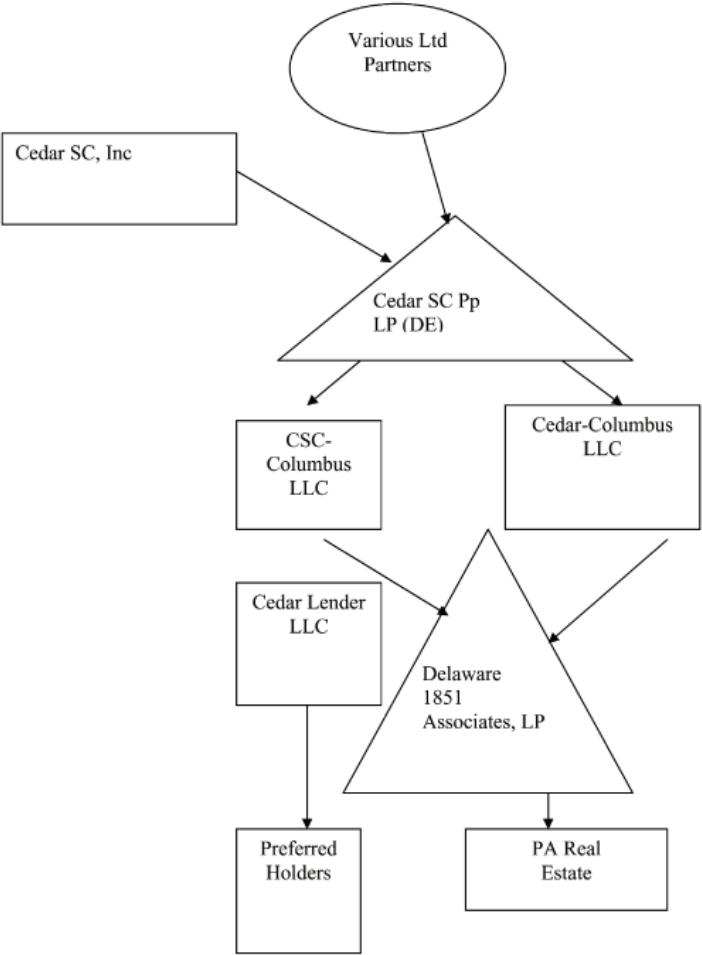
SCHEDULE 3  
POST CLOSING CHARTS  
(see attached)

Property	Schedule #
Columbus Crossing	3-1
Franklin Village	3-2
Loyal Plaza	3-3
Stop & Shop — Bridgeport	3-4
Blue Mountain Commons	3-5
Sunset Crossing	3-6
Shaw's Plaza	3-7

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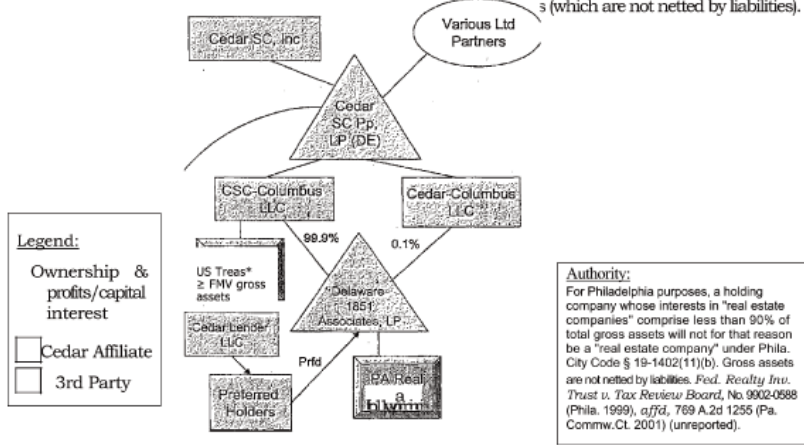


Multi-tier entity Cedar-owned properties  
prior to transactions (Columbus Crossing- Philadelphia)

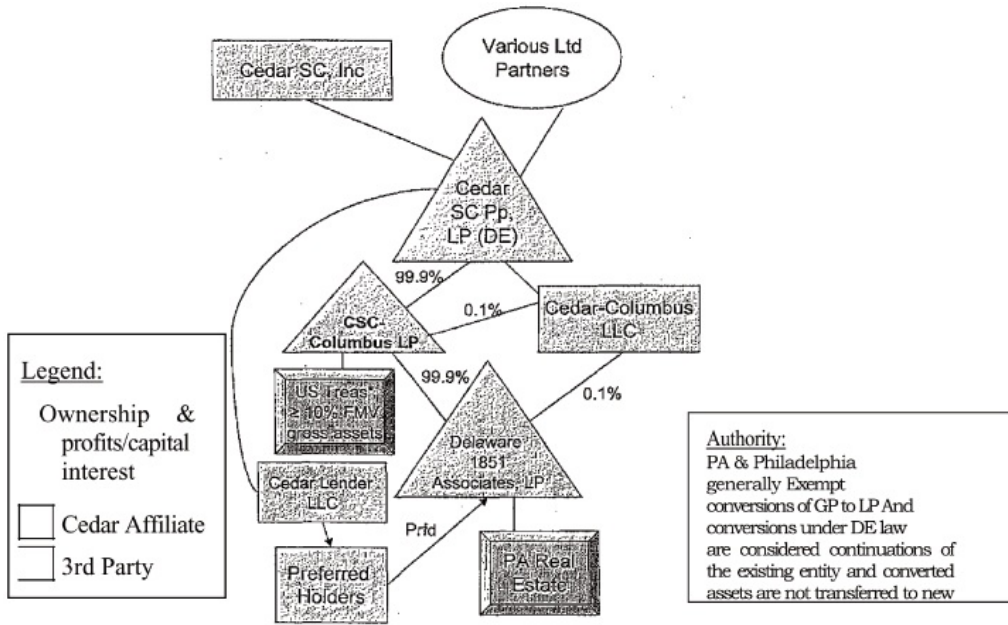


Step 1: Cedar SC Pp, LP contributes to CSC-Columbus LLC US Treasuries (\*or other marketable securities other than securities in companies that own real estate) comprising at least 10% of market value of CSC-Columbus LLC total

s (which are not netted by liabilities).

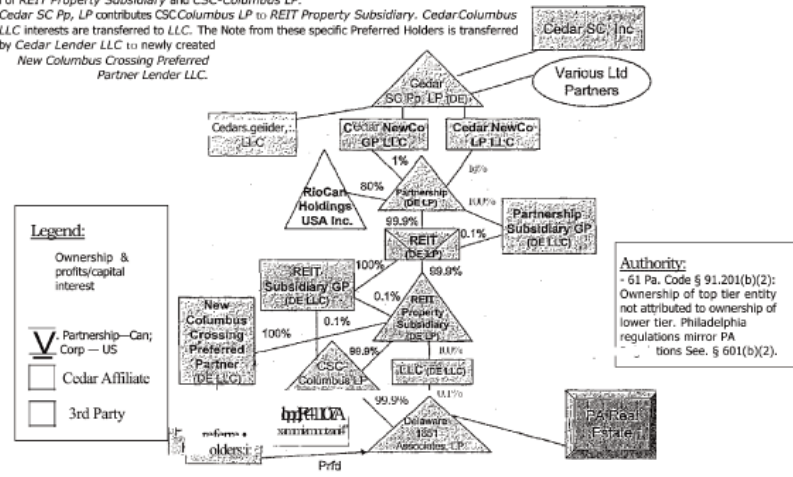


Step 2: Convert CSC-Columbus LLC to a Limited Partnership.



**Step 3:** Cedar NewCo GP LP and Cedar NewCo LP LLC are created and hold interests in Partnership which holds a 99.9% limited partnership interest in REIT which holds a 99.9% limited partnership interest in REIT Property Subsidiary. Partnership Subsidiary GP is created to hold a 0.1% interest in REIT and REIT Subsidiary GP is created to hold 0.1% general partnership interests in each of REIT Property Subsidiary and CSC-Columbus LP.

Cedar SC Pp, LP contributes CSC Columbus LP to REIT Property Subsidiary. Cedar Columbus LLC interests are transferred to LLC. The Note from these specific Preferred Holders is transferred by Cedar Lender LLC to newly created New Columbus Crossing Preferred Partner Lender LLC.

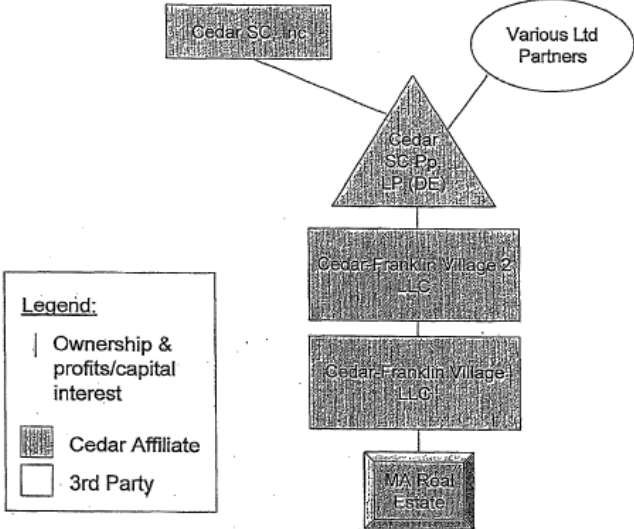






Cedar-Franklin Village LLC:  
Prior to Transactions

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10/26/09

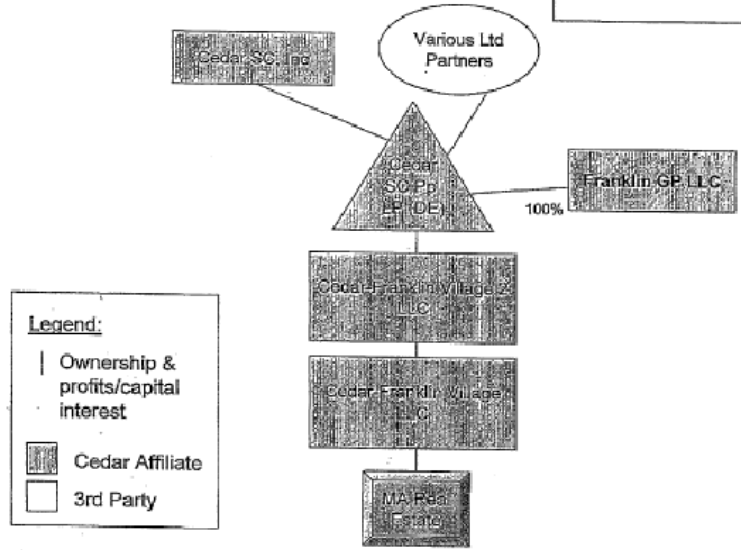


**Legend:**  
| Ownership & profits/capital interest  
▨ Cedar Affiliate  
□ 3rd Party



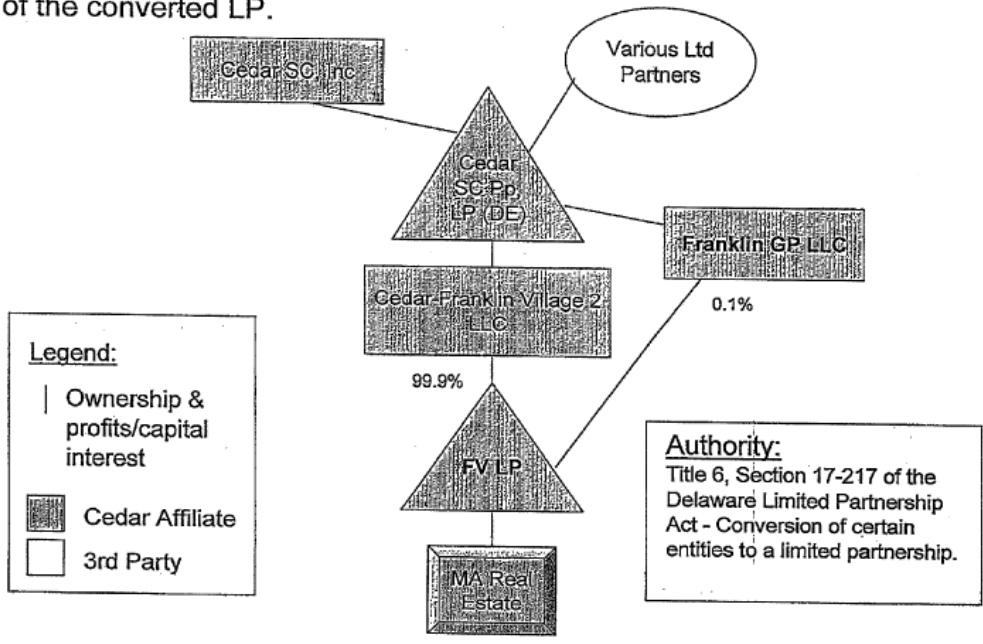
Step 1: SPE Franklin GP LLC is formed with minimal capital.

Stroock & Stroock & Lavan LLP,  
10/26/09



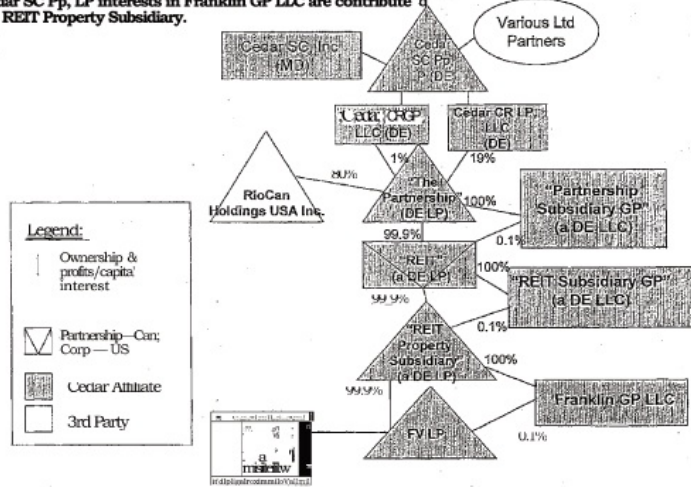
**Step 2:** Cedar-Franklin Village, LLC converts to a LP ("FV LP"); Cedar SC Pp is a limited partner, and Franklin GP LLC is the GP of the converted LP.

Stroock & Stroock & Lavan LLP,  
10/26/09



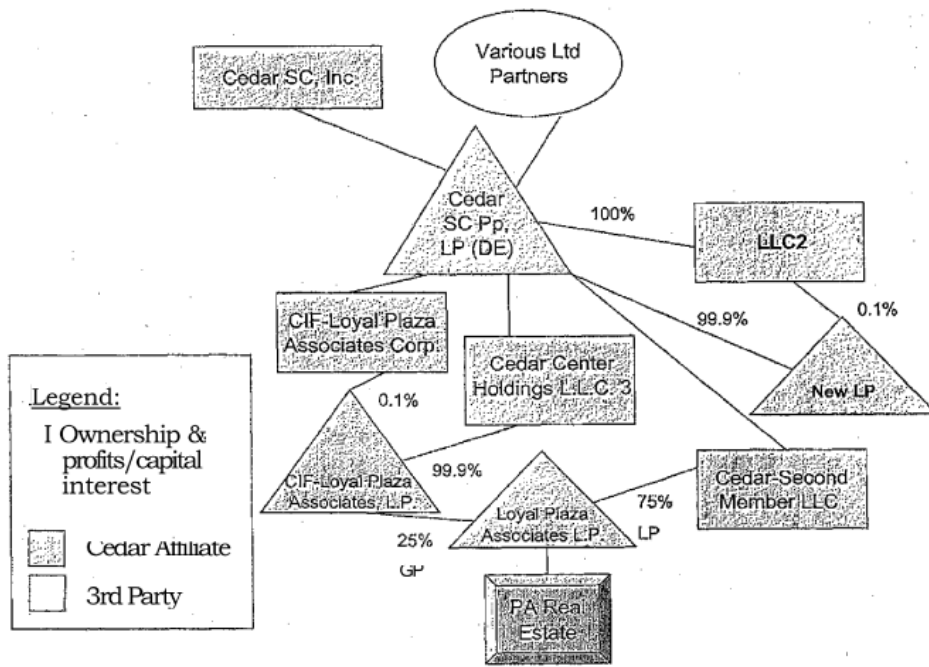
**Step 3: Cedar CR GP LLC and Cedar CR LP LLC are created and hold interests in The Partnership, which holds an interest in REIT, which holds an interest in REIT Property Subsidiary. Cedar-Franklin Village 2 LLC contributes its LP interest in FV LP to REIT Property Subsidiary: Franklin Village 2 LLC then dissolves. Cedar SC Pp, LP interests in Franklin GP LLC are contributed to REIT Property Subsidiary.**

Stroock & Stroock & Lavan LLP,  
10/26/09

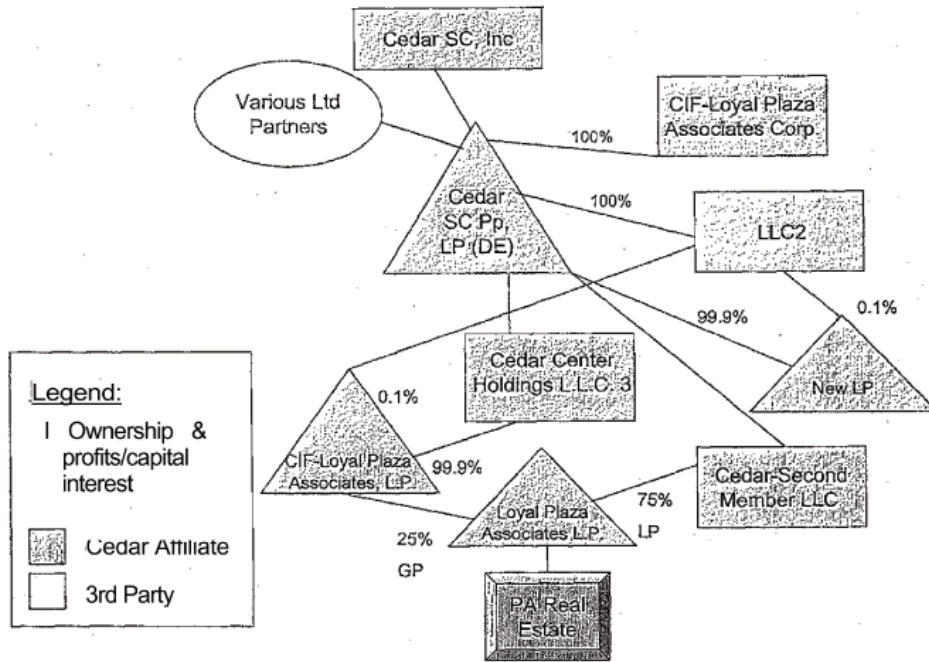




Step 1: Create LLC2 and New LP.

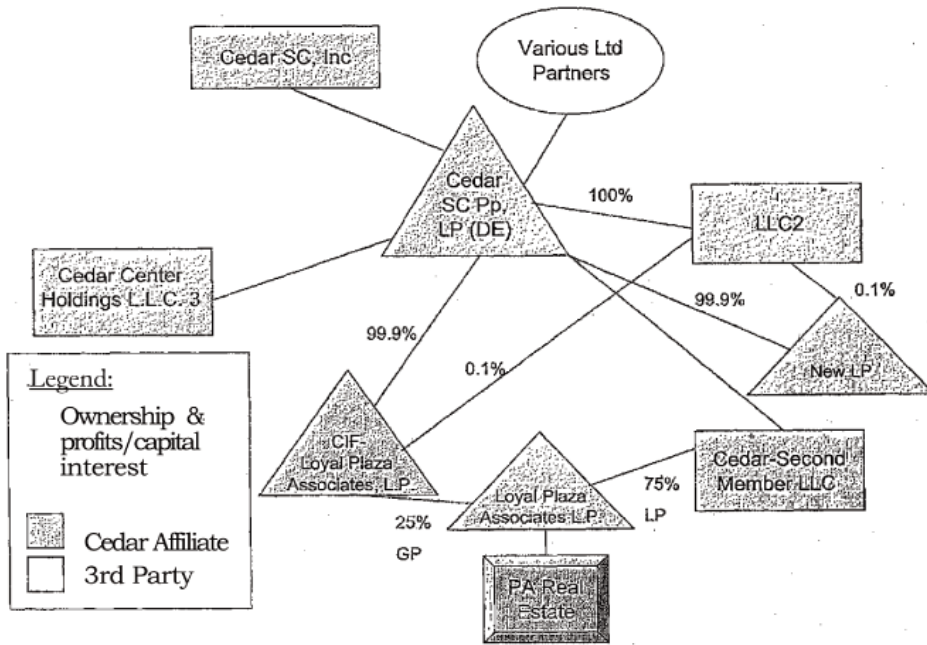


Step 2. CIF-Loyal Plaza Associates Corp assigns its 0.1% interest in CIF-Loyal Plaza Associates LP to LLC2.

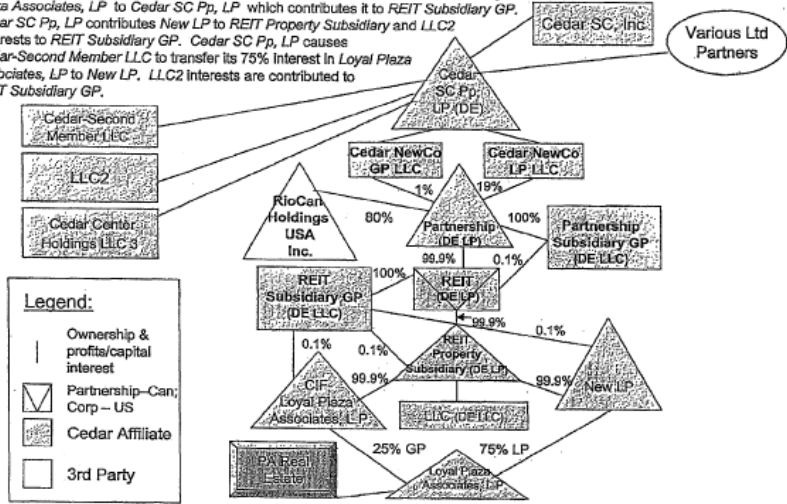




Step 3: Cedar Center Holdings LLC3 distributes its interest in CIF-Loyal Plaza Associates, LP to Cedar SC Pp, LP.



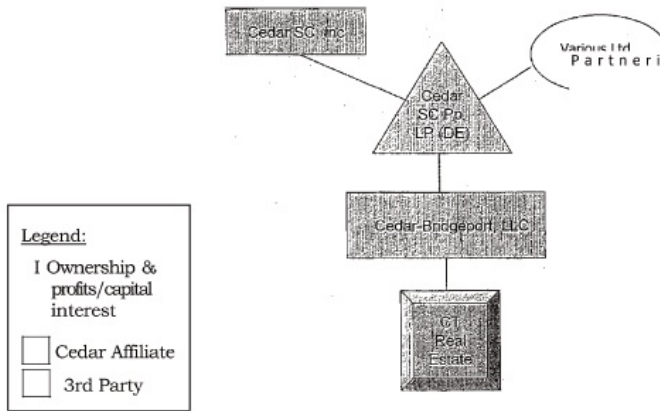
**Step 4:** Cedar NewCo GP LLC and Cedar NewCo LP LLC are created and hold interests in Partnership which holds a 99.9 limited partnership interest in REIT which holds a 99.9% limited partnership interest in REIT Property Subsidiary. Partnership Subsidiary GP and REIT Subsidiary GP are created to hold 0.1% general partnership interests in REIT and REIT Property Subsidiary, respectively. Cedar SC Pp, LP contributes CIF-Loyal Plaza Associates, LP to REIT Property Subsidiary. LLC2 distributes its interest in CIF-Loyal Plaza Associates, LP to Cedar SC Pp, LP which contributes it to REIT Subsidiary GP. Cedar SC Pp, LP contributes New LP to REIT Property Subsidiary and LLC2 interests to REIT Subsidiary GP. Cedar SC Pp, LP causes Cedar-Second Member LLC to transfer its 75% interest in Loyal Plaza Associates, LP to New LP. LLC2 interests are contributed to REIT Subsidiary GP.



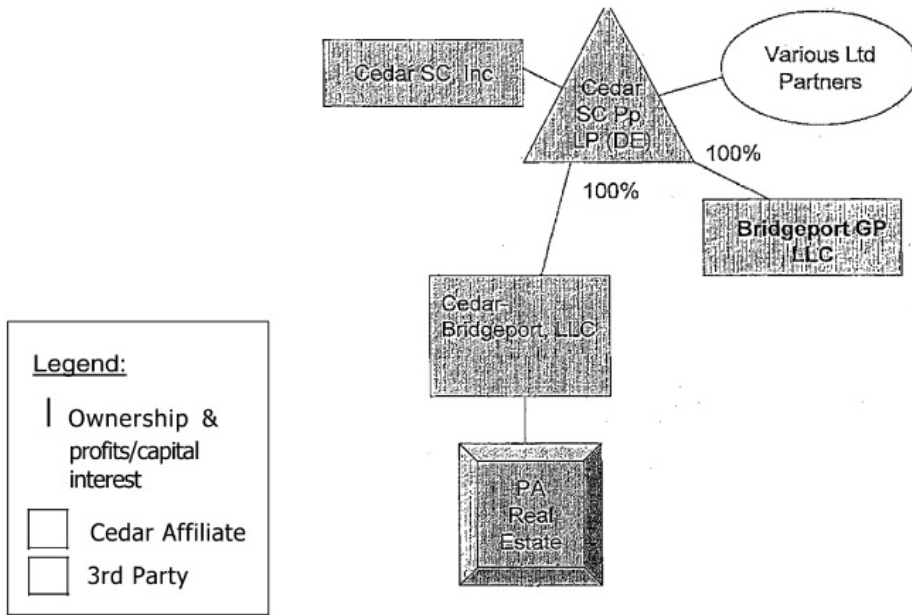


Cedar-Bridgeport, LLC:  
Prior to Transactions

Stroock & Stroock & Lavan LLP,  
10/26/09



Doc: 72363170

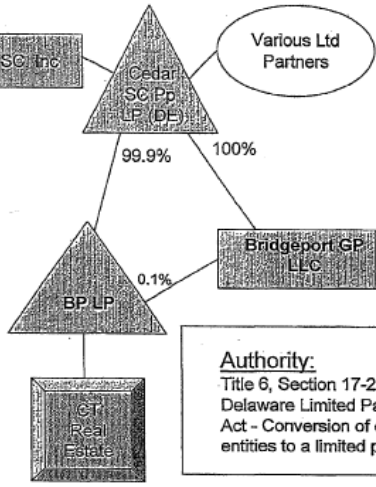


**Step 2:** Cedar-Bridgeport converts to a LP ("BP LP"); Cedar SC Pp is the limited partner, and Bridgeport GP LLC is the GP of BP LP.

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10/26/09

**Primary intent of conversion:** To establish partnership entity to hold real estate as required by Canadian investor.

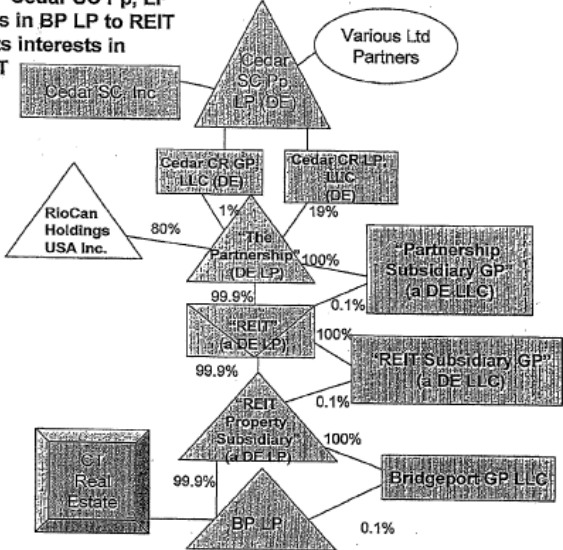
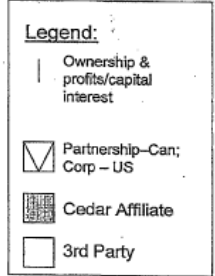
**Legend:**  
 | Ownership & profits/capital interest  
 [Hatched Box] Cedar Affiliate  
 [White Box] 3rd Party



**Authority:**  
Title 6, Section 17-217 of the Delaware Limited Partnership Act - Conversion of certain entities to a limited partnership

**Step 3:** Cedar CR GP LLC and Cedar CR LP LLC are created and hold interests in The Partnership, which holds an interest in REIT, which holds an interest in REIT Property Subsidiary. Cedar SC Pp, LP contributes its LP interests in BP LP to REIT Property Subsidiary and its interests in Bridgeport GP LLC to REIT Property Subsidiary.

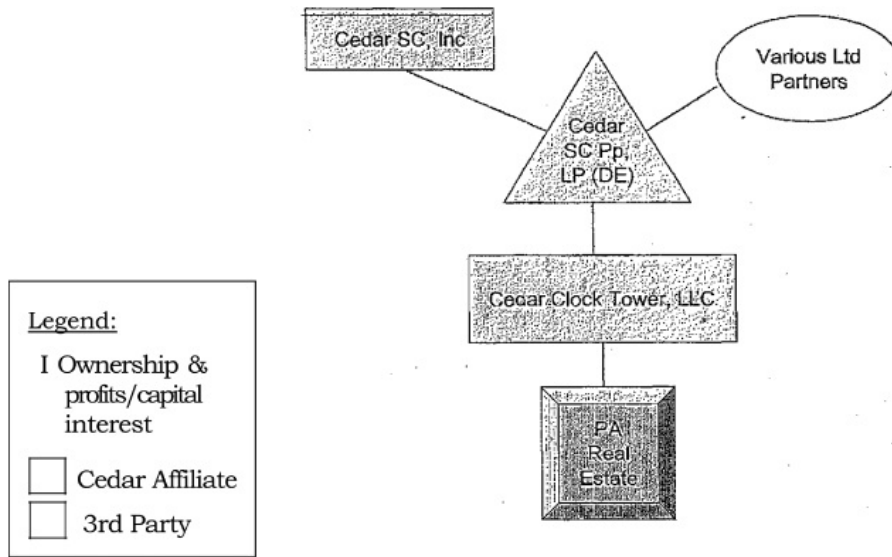
Stroock & Stroock & Lavan LLP,  
10/26/08



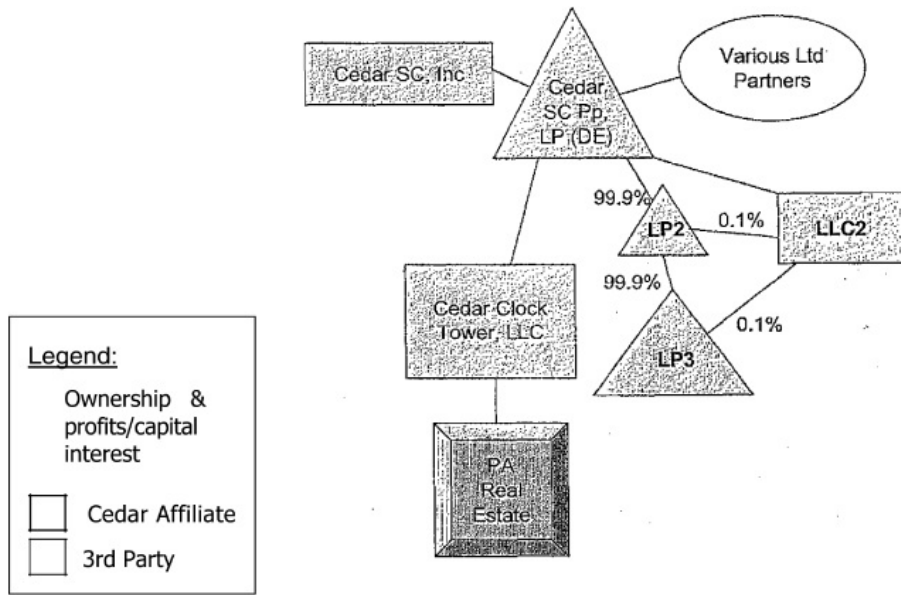




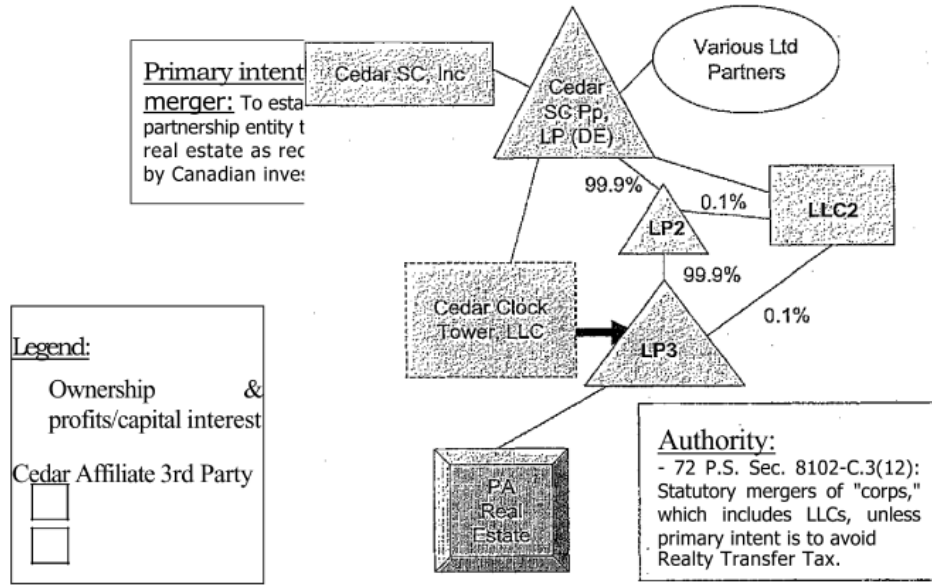
Single-tier entity Cedar-owned property prior to transactions(Blue Mountain Marketplace)



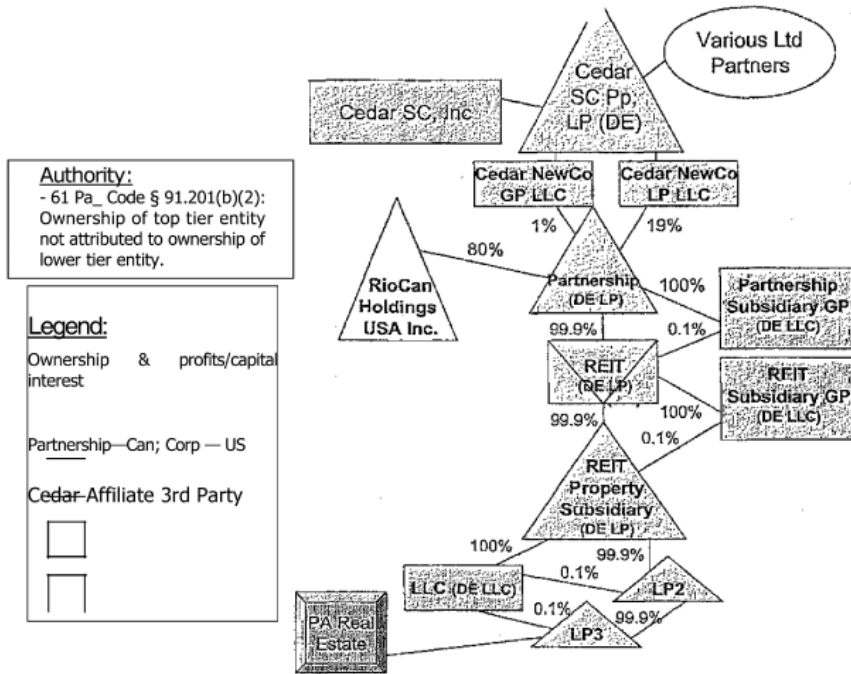
Step 1 : SPEs *LLC2*, *LP2* & *LP3* are formed with minimal capital.



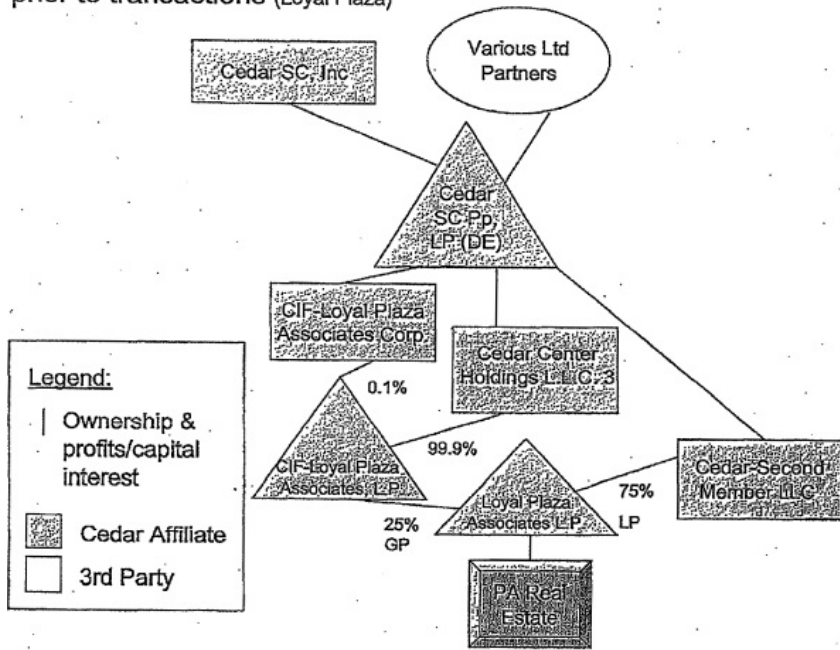
Step 2: Cedar Clock Tower, LLC merges into LP3.



**Step 3:** Cedar NewCo GP LLC and Cedar NewCo LP LLC are created and hold interests in Partnership which holds an interest in REIT which holds an interest in REIT Property Subsidiary. Cedar SC Pp, LP contributes LP2 interests to REIT Property Subsidiary; LLC2 interests are transferred to LLC.

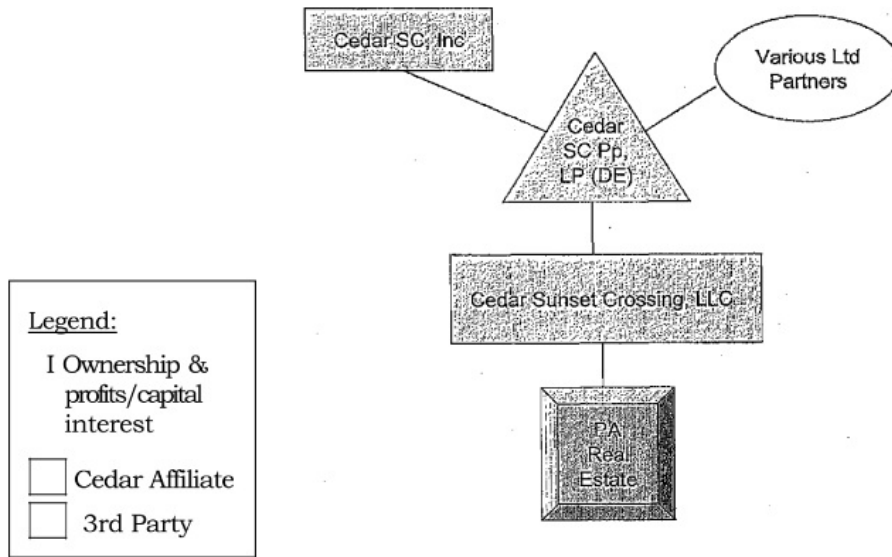


Multi-tier entity Cedar-owned properties  
prior to transactions (Loyal Plaza)

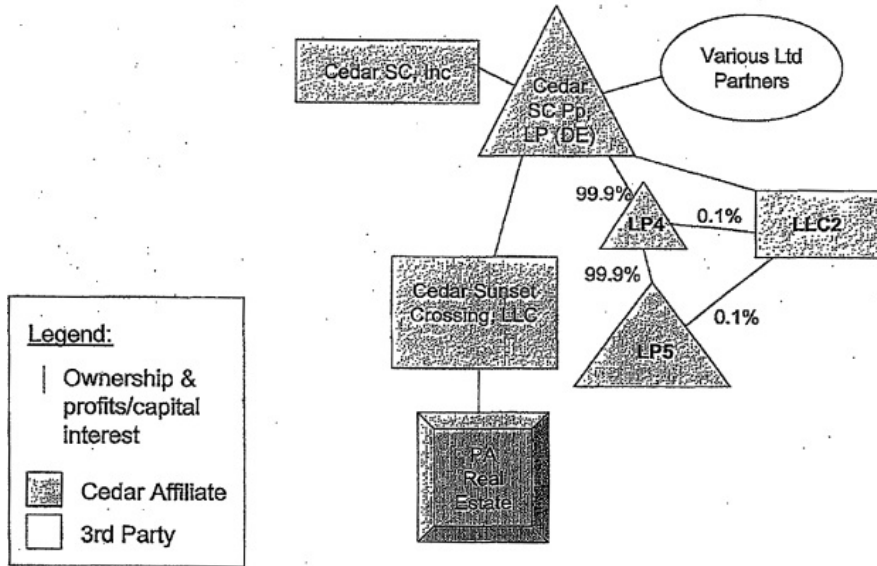




Single-tier entity Cedar-owned property prior to transactions (**Sunset Crossing Property**)



Step 1: SPEs LLC2, LP4 & LP5 are formed with minimal capital.





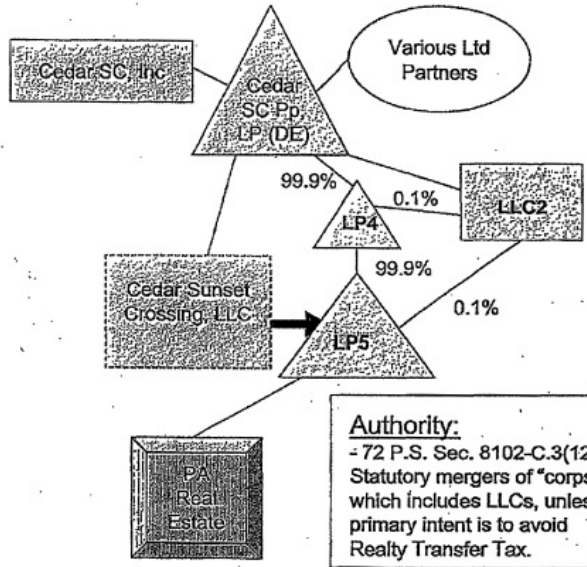


**Step 2:** Cedar Sunset Crossing, LLC merges into LP5.

**Primary intent of merger:** To establish partnership entity to hold real estate as required by Canadian investor.

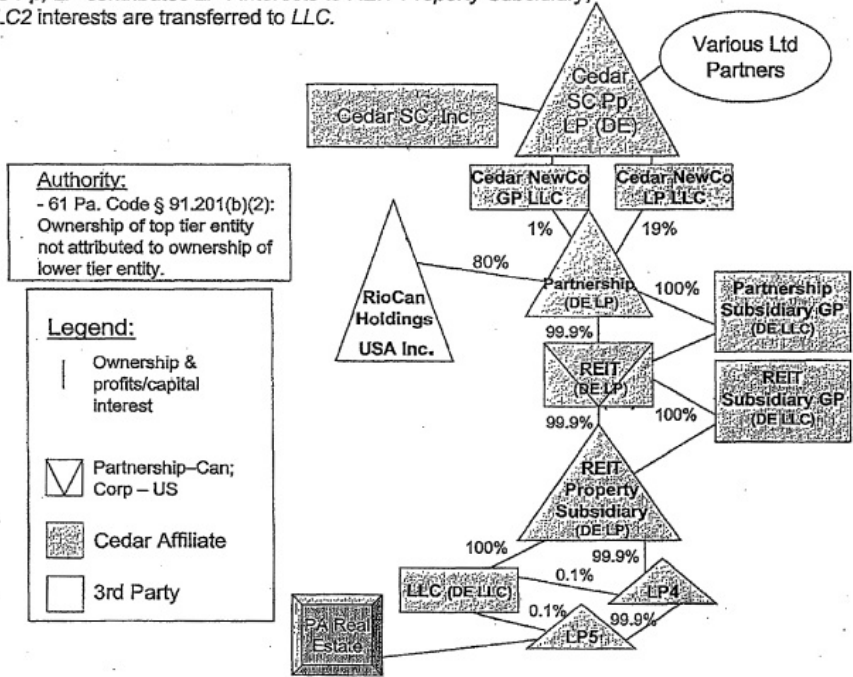
**Legend:**

- | Ownership & profits/capital interest
-  Cedar Affiliate
-  3rd Party

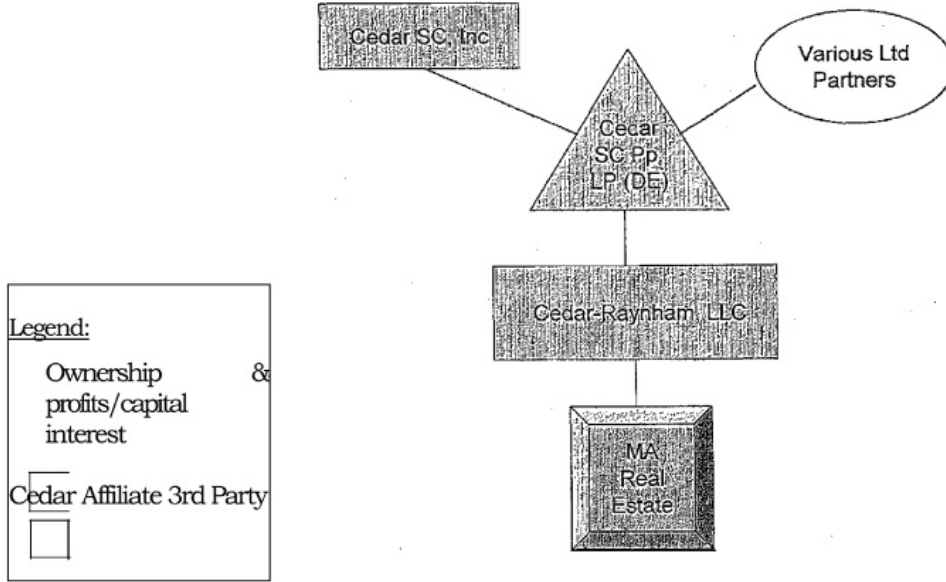


**Authority:**  
 - 72 P.S. Sec. 8102-C.3(12);  
 Statutory mergers of "corps,"  
 which includes LLCs, unless  
 primary intent is to avoid  
 Realty Transfer Tax.

**Step 3:** Cedar NewCo GP LLC and Cedar NewCo LP LLC are created and hold interests in Partnership which holds an interest in REIT which holds an interest in REIT Property Subsidiary. Cedar SC Pp, LP contributes LP4 interests to REIT Property Subsidiary; LLC2 interests are transferred to LLC.

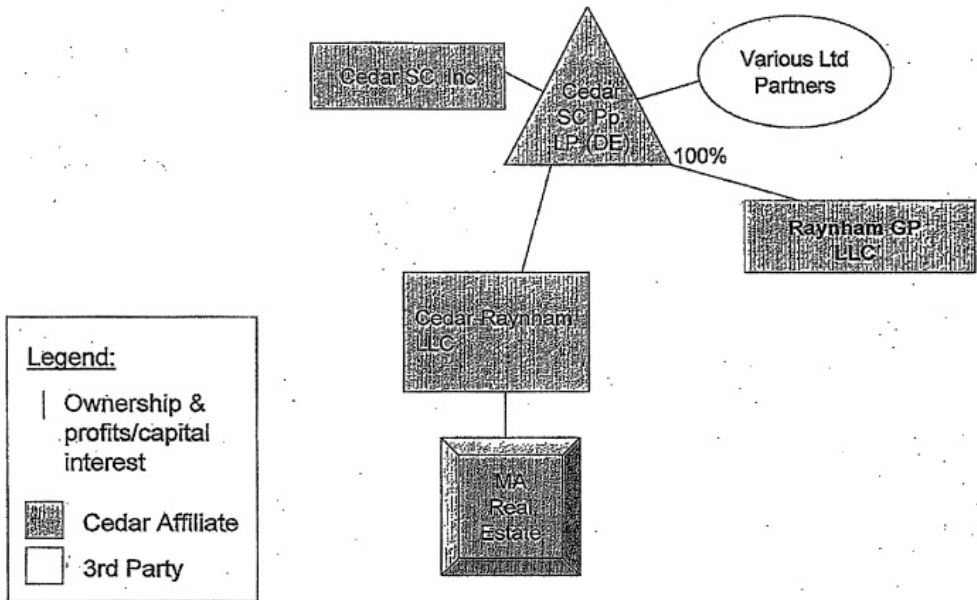




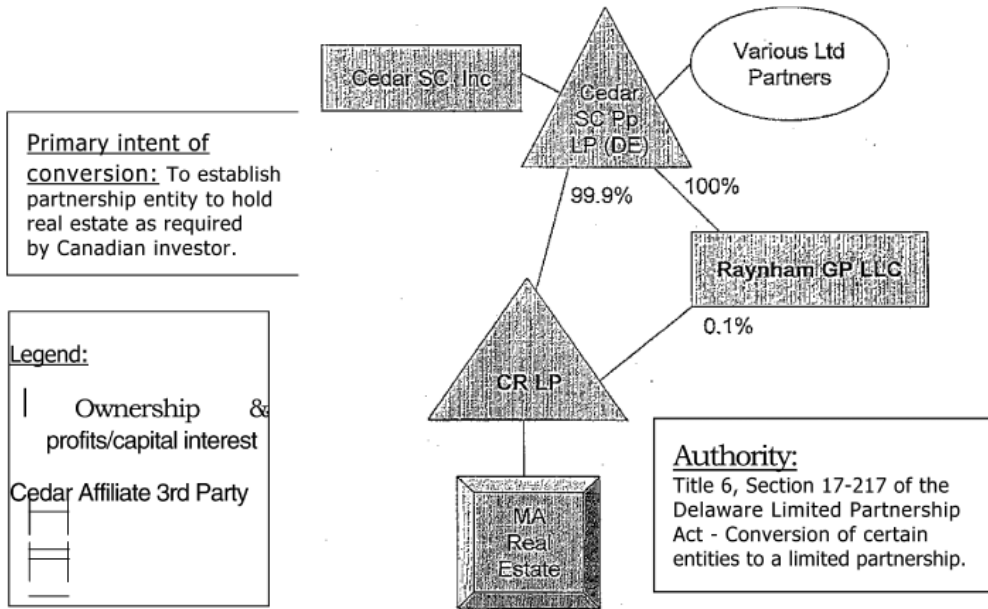


Step 1: SPE Raynham GP LLC is formed with minimal capital.

Stroock & Stroock & Lavan  
LLP, 10/26/09

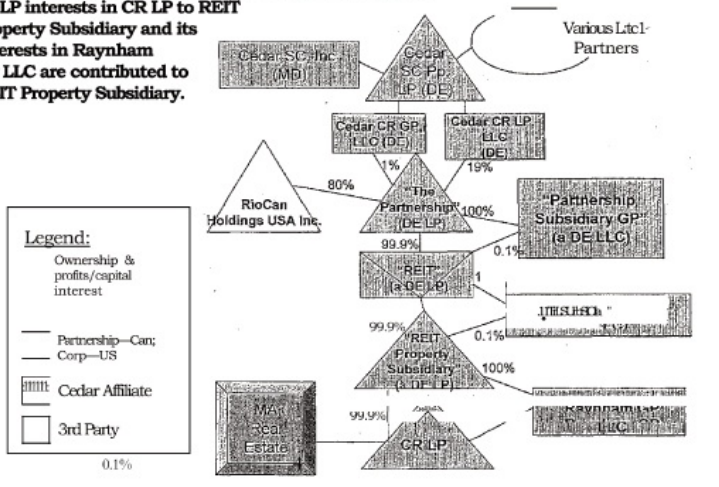


Step 2: Cedar-Raynham converts to a LP ("CR LP"); Cedar SC Pp is the limited partner, and Raynham GP LLC is the GP of CR LP.



**Step 3: Cedar CR GP LLC and Cedar CR LP LLC are created and hold interests in The Partnership, which holds an interest in REIT, which holds an interest in REIT Property Subsidiary. Cedar SC Pp, LP contributes its LP interests in CR LP to REIT Property Subsidiary and its interests in Raynham GP LLC are contributed to REIT Property Subsidiary.**

Stroock & Stroock & Lavan LLP,  
10/26/09



SCHEDULE 4: SERVICE CONTRACTS

SCHEDULE 4 (i)  
Columbus Crossing  
Delaware 1851 Associates, LP

- The Brickman Group, LTD.- Landscaping
- Bird Control Services, Inc.
- Blast To The Past, Inc. — Pressure Washing
- Cenova Inc. — Snow Removal & De-Ice Services
- Energy Management Systems, Inc. — Sub-Meter Readings & Billing Services
- George Smith Towing Inc.
- Bramble's Sweeping, Inc. — parking lot sweeping (new contract in process of being negotiated)
- Waste Management trash removal
- Oliver Sprinkler — sprinkler inspections/repair
- Vector Security — phone line monitoring
- Ehrlich Pest Control (ongoing month-to-month service)

SCHEDULE 4 (ii)  
Franklin Village  
Cedar-Franklin Village LLC

- Allied Waste Services — Trash Removal
- Sweep Away, Inc. — Parking Lot Sweeping
- D.B, Landscaping — Landscaping
- A & M Fire Protection — Sprinkler & Backflow Device Inspections
- Asian Electric, Inc. — Monitoring
- Dewey Pest & Wildlife — Pest & Termites
- On Call Services — Executive Building & 500 FVD Cleaning
- Team Security — Security for the center on weekends

SCHEDULE 4 (iii)  
Loyal Plaza  
Loyal Plaza Associates, L.P.

R. & J. Ertel, Inc. — HVAC

- D.A.D.'s Landscaping
- HRI, Inc. — Snow Removal (awaiting signature)
- Custom Maintenance Service, Inc. — Sweeping Services
- Waste Management of Central PA

SCHEDULE 4 (iv)  
Stop & Shop at Bridgeport  
Cedar-Bridgeport, LLC

Not applicable (ground-leased to Stop & Shop)

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SCHEDULE 4 (v)  
Blue Mountain Commons  
Cedar-Clock Tower, LLC.

- Vector Security, Inc. — Fire Contract
- Other contracts pending;

SCHEDULE 4 (vi)  
Sunset Crossing  
Cedar Sunset Crossing, LLC

- Vector Security, Inc. — Fire Contract
- Pro Gro Landscaping Specialists, Inc. — Landscaping Contract
- Pro Gro Landscaping Specialists, Inc. — Snow Contract (awaiting signature)
- Allied Barton Security Services, Inc. — Security Contract
- Kleen Keeper, Inc. — Sweeping Contract
- Waste Management of Pennsylvania, Inc.— Trash Contract

SCHEDULE 4 (vii)  
Shaw's Plaza  
Cedar-Raynham, LLC

- Steve's Landscaping — Landscaping & Snow Plowing (awaiting signature)
  - A&M Fire Protection — Sprinkler
-

SCHEDULE 5 LEASES

SCHEDULE 5 (1)  
Columbus Crossing

I. AC Moore, Inc.

- Lease Agreement Dated: 7.12.01
- First Amendment of Lease Dated: 7.12.01

2. Bath & Body Works, LLC

- Lease Agreement Dated: 12.18.00
- Notice of Legal Address Change Dated: 3.3.09

3. Cingular Wireless

- Lease Agreement Dated: 3.27.00
- Lease Modification Agreement Dated: 6.28.06

4. Famous Footwear (Brown Group Retail, Inc.)

- Lease Agreement Dated: 9.11.00
- Notice of Change of Address Dated: 5.27.08

5. Joyce Leslie, Inc.

- Lease Agreement Dated: 5.20.01

6. Lane Bryant, Inc.

- Lease Agreement Dated: 12.18.00

7. Old Navy, LLC

- Lease Agreement Dated: 8.16.00
- First Amendment to Lease Dated: 06.25.02
- Assignment Due to Entity Conversion Dated: 1.30.04
- Non-Disturbance and Attornment Agreement Dated: 3.23.04
- Exercise of Option Notice/Change of Address Dated: 9.25.07
- Settlement Agreement and Release Dated: 12.15.08

8. Super Fresh Food Markets, Inc.

- § Lease Agreement Dated: 3.18.99
- Memorandum of Lease Dated: 3.18.99
- Guaranty Dated: 3.18.99
- Amendment to Lease Dated: 3.18.99
- Assignment and Assumption of Lease Agreement Dated: 4.29.99
- Amendment to Lease Dated: 12.6.99
- Amendment to Lease Dated: 9.18.00

SCHEDULE 5 ID  
Franklin Village

1. AAA of Southern New England

- Lease Agreement Dated: 9.7.01
  - Commencement Agreement Dated: 11.20.01
  - Extension/Renewal Letter Dated: 2.15.06
-

2. Applebee's Northeast, Inc. (Restaurant)

- Lease Agreement Dated: 12.17.87
- Limited Guaranty Dated: 2.8.88
- Lessee's Lease Statement and Agreement Dated: 2.8.88
- First Amendment of Lease Dated: 9.15.89
- Second Amendment of Lease Dated: 2.25.94
- Third Amendment of Lease Dated: 6.20.03
- Fourth Amendment of Lease Dated: 8.31.04
- Notice of Non-Renewal Dated: 8.25.09

3. Applebee's Northeast, Inc. (Office)

- Lease Agreement Dated: 5.29.88
- Memorandum Establishing Commencement Date Dated: 7.31.98
- First Amendment of Lease dated: 9.19.02
- Lease Modification Agreement Dated: 1.23.06
- Chance of Notice Address Dated: 4.28.08

4. Arthur Pappas

- Lease Agreement Dated: 10.13.08
- Delivery of Possession to Tenant Dated: 10.1.08

5. Bank of American (ATM)

- Lease Agreement Dated: 11.18.87
- Commencement Agreement Dated: 3.14.88
- First Amendment of Lease Dated: 8.18.97
- Second Amendment & Extension of Lease Dated: 9.9.02

6. Bank of America

- Lease Agreement Dated: 11.26.01
- Memorandum Establishing Commencement Dated: 11.26.01
- Commencement Agreement Dated: 3.21.02
- Change of Address Notice Dated: 6.15.07
- Lease Modification Agreement Dated: 3.25.08
- Notice of Address Change Dated: 7.14.09

7. Bath & Body Works

- Lease Agreement Dated: 6.15.01
- Possession Notice Dated: 6.15.01
- Confirmation of Lease Dated: 10.25.01
- Notice of Legal Address Change Dated: 4.2.09

8. California Nails

- Lease Agreement Dated: 7.14.97
- Guaranty Dated: 7.18.97
- Letter of Possession Dated: 8.28.97
- Extension/Renewal Letter Dated: 3.21.02
- First Amendment of Lease Dated: 7.29.02
- Second Amendment of Lease Dated: 10.27.05

8. Cataldo Law Office, LLC

- Lease Agreement Dated: 6.18.08
  - Delivery of Possession Dated: 8.8.08
  - Rent Commencement Letter Dated: 8.28.08
-

- Substitution of Signage Letter Dated: 10.31.08

9. Chemical Solutions

- Lease Agreement Dated: 2.10.95
- Guaranty Dated: 2.10.95
- Amendment and Extension to Lease Dated: 5.1.01
- Second Amendment and Extension to Lease Dated: 4.9.04
- Lease Modification Agreement Dated: 6.5.06
- Lease Modification Agreement Dated: 9.29.09

10. Cingular Wireless

- Guaranty Dated: 7.13.95
- Lease Agreement Dated: 7.14.95
- Commencement Agreement Dated: 12.2.96
- Assignment of Lease Dated: 4.18.97
- First Amendment of Lease Dated: 11.29.00
- Second Amendment of Lease Dated: 1.19.06

11. Crystal Card & Gifts

- Lease Agreement Dated: 7.16.87
- Amendment and Extension to Lease Dated: 2.6.98
- Assignment and Consent to Lease Dated: 8.16.99
- Amendment and Extension to Lease Dated: 6.24.02
- Lease Modification Agreement Dated: 12.31.07

12. Curves for Women (Unique Creations, Inc.)

- Lease Agreement Dated: 12.14.04
- Guaranty Dated: 12.14.04
- License Agreement Dated: 7.6.07

13. D'Angelos, Inc.

- Lease Agreement Dated: 6.11.87
- Notice of Lease Dated: 7.29.87
- Commencement Agreement Dated: 1.25.88
- Consent to Assignment Dated: 1.25.88
- Assignment of Lease Dated: 12.2.93
- Guaranty Dated: 12.2.93
- Extension/Renewal Letter Dated: 5.22.97
- First Amendment of Lease Dated: 3.9.02
- Lease Modification Agreement Dated: 9.18.06

14. Daniel O'Connell's Sons, Inc.

- Lease Agreement Dated: 6.19.08
- Delivery of Possession Notice Dated: 8.1.08

15. Dr. Jamila Khalil (New England Dental Associates)

- Guaranty Dated: 9.27.94
- Lease Agreement dated: 10.3.94
- Commencement Agreement Dated: 12.21.94
- § Extension/Renewal Letter Dated: 4.14.00
- Lease Modification Agreement Dated: 4.2.07

16. Dr. Robert Gushard

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- Lease Agreement Dated: 4.13.99
- Commencement Agreement Dated: 6.4.99
- Amendment and Extension to Lease Agreement Dated: 7.5.04
- Tenant Agreement Dated: 10.8.04
- Second Amendment of Lease Dated: 5.9.05
- Lease Modification Agreement Dated: 11.28.05
- Lease Modification Agreement Dated: 5.2.07
- Lease Modification Agreement Dated: 5.5.08
- Lease Modification Agreement Dated: 8.25.08
- Lease Modification Agreement Dated: 8.31.09

17. Dress Barn, Inc.

- Lease Agreement Dated: 8.14.87
- Lessee's Lease Statement and Agreement Dated: 9.21.87
- Subordination Agreement Dated: 5.27.88
- Commencement Agreement Dated: 6.188
- First Amendment of Lease Dated: 4.2.90
- Second Amendment of Lease Dated: 4.3.97
- Renewal Letter Dated: 12.10.01
- Renewal Letter Dated: 11.8.04
- Follow Up Renewal Letter: 12.30.04
- Lease Modification Agreement Dated: 6.23.09

18. Elizabeth Grady Salon (Karen Roche)

- Lease Agreement Dated: 3.31.92
- Guaranty Dated: 4.16.92
- Commencement Agreement Dated: 12.1.92
- Extension/Renewal Letter Dated: 1.3.97
- Consent to Assignment and Amendment to Lease Dated: 6.22.99
- Extension/Renewal Letter Dated: 7.7.03
- Amendment to Lease Dated: 6.11.09

19. Empire Vision Centers, Inc.

- Lease Agreement Dated: 8.10.87
- Delivery of Possession Letter Dated: 8.10.87
- First Amendment of Lease Dated: 11.30.87
- Memorandum Establishing Commencement Date of Lease Dated: 6.27.89
- Landlord Consent Dated: 4.3.97
- Second Amendment of Lease Dated: 6.15.97
- Renewal Letter Dated: 8.18.02
- Notice of Assignment of Lease to Tenant dated: 5.9.05
- Lease Modification Agreement Dated: 1.24.08

20. Famous Footwear (Brown Group Retail, Inc.)

- Lease Agreement Dated: 6.20.06
- Delivery of Possession Dated: 8.21.06
- Term Commencement Agreement Dated: 10.31.06
- Notice of Change of Address Dated: 5.27.08

21. Game Stop, Inc.

- Lease Agreement Dated: 6.15.94
  - Addendum to Lease Dated: 6.15.94
  - Memorandum Establishing Commencement Date of Lease Dated: 6.30.94
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- Option Renewal Letter Dated: 3.31.97
- First Amendment and Extension of Lease Dated: 5.27.97
- Second Amendment and Extension of Lease Dated: 5.28.00
- Option to Renew Letter Dated: 12.23.02
- Lease Modification Agreement Dated: 4.18.07
- Lease Modification & Premise Relocation Agreement Dated: 11.21.08
- New Rent Commencement Dated: 2.9.09
- Delivery of Possession Dated: 2.13.09
- Notice of Lease Dated: 2.26.09

#### 22. General Nutrition

- Lease Agreement Dated: 6.26.95
- Possession Letter Dated: 6.27.95
- Sublease Dated: 7.10.95
- Commencement Agreement Dated: 8.11.95
- Extension/Renewal dated: 12.14.99
- Sublease Extension: 2.2.00
- Second Amendment Dated: 6.30.05
- Second Lease Modification Dated: 5.22.08

#### 23. Gilmore Rees & Carlson

- Lease Agreement Dated: 1.23.97
- Guaranty Dated: 1.23.97
- Commencement Agreement Dated: 1.30.97
- Extension/Renewal Letter Dated: 5.1.97
- Extension/Renewal Letter Dated: 5.1.99
- First Amendment of Lease Dated: 1998
- Second Amendment of Lease Dated: 8.23.00
- Third Amendment of Lease Dated: 10.19.01
- Fourth Amendment of Lease Dated: 5.3.02
- Fifth Amendment of Lease Dated: 10.22.04
- Renewal Letter Dated: 1.23.06
- Landlord's Consent to Sublease Dated: 9.17.08

#### 24. Hawthorne Securities Corp.

- Lease Agreement Dated: 2.21.06
- Commencement Letter Dated: 4.3.06
- Lease Modification Agreement Dated: 3.31.09

#### 25. Hormel Foods Sales, LLC

- Lease Agreement Dated: 12.15.92
- Acceptance of Premises Memorandum Dated: 2.3.93
- Subordination Agreement Dated: 12.30.93
- First Amendment of Lease Dated: 12.8.97
- Second Amendment of Lease Dated: 3.2002
- Lease Assignment Dated: 1.4.05
- Lease Modification Agreement Dated: 3.30.07
- Lease Modification Agreement Dated: 8.18.09

#### 26. Jenny Craig Operations, Inc.

- Lease Agreement Dated: 8.19.08
  - Landlord Delivery of Possession to Tenant Dated: 8.27.08
  - Rent Commencement Letter Dated: 10.15.08
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27. Jepsy and Sack, LLC

- Lease Agreement Dated: 1.16.94
- Lease Extension Agreement Dated: 5.13.98
- First Amendment of Lease Dated: 2.28.04
- Lease Modification Agreement Dated: 6.20.08
- Rent Commencement Letter Dated: 7.17.088
- Landlord Delivery of Possession (Suite 102) Dated: 7.18.08
- Tenant Delivery of Possession (Suite 302) to Landlord Dated: 7.21.08

28. Kendig Ratcliff (Pavento, Ratcliffe & Renzi & Co, LLC)

- Lease Agreement dated: 10.20.99
- Guaranties (4) Dated: 10.20.99
- Amendment & Extension of Lease Dated: 10.25.04
- Lease Modification Agreement Dated: 9.28.09

29. L'equipe

- Lease Agreement Dated: 11.2.99
- Guaranty Dated: 11.2.99
- Memorandum Establishing Commencement Date Dated: 11.9.00
- Option Renewal Letter Dated: 2.25.05

30. Logic Vision, Inc.

- Lease Agreement Dated: 10.26.99
- Amendment and Extension to Lease Agreement Dated: 6.2.04
- Lease Modification Agreement dated: 12.19.07

31. Longhorn Steakhouse (Rare Hospitality International, Inc.)

- Lease Agreement Dated: 2.10.00
- Memorandum Dated: 2.10.00
- Letter Agreement Dated: 8.15.00
- Change of Notice Address Dated: 10.1.07
- First Option to Extend Lease Dated: 8.12.09

32. Marriott Management (Sodexo)

- Lease Agreement Dated: 4.10.92
- Commencement Memorandum dated: 6.1.92
- Renewal Letter Dated: 6.25.96
- Extension to Lease Dated: 7.11.96
- Amendment and Extension to Lease Dated: 9.8.00
- Second Amendment of Lease Dated: 3.3.06

33. Mentor Planning & Consulting

- Lease Agreement Dated: 5.19.08
- Lease Guaranty Dated: 5.19.08
- Delivery of Possession Dated: 7.1.08
- Delivery of Possession Dated: 8.21.08
- Rent Commencement Letter Dated: 9.19.08

34. Milford Regional

- Lease Agreement Dated: 6.2.03
  - Commencement Letter Dated: 6.20.03
  - Exercise of Lease Extension Option Dated: 10.24.07
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35. Next Level

- Lease Agreement Dated: 10.1.03
- Guaranty Dated: 10.1.03
- Lease Modification Agreement Dated: 12.29.08

36. Nurse Staffing LLC d/b/a Nurses 24 6

- Lease Agreement Dated: 10.15.09

37. Olympia Sport Center, Inc.

- Lease Agreement dated: 10.5.04

38. Panera Bread

- Lease Agreement Dated: 3.21.01
- Guaranty Dated: 3.21.01
- Certificate of Manager Dated: 3.21.01
- Landlord Waiver Dated: 3.21.01
- Possession Notice Dated: 4.4.01
- Commencement Letter Dated: 5.30.01

39. Papa Gino's

- Lease Agreement Dated: 6.24.87
- Subordination (Tenant's Acceptance Letter) Dated: 4.22.88
- Commencement Memorandum Dated: 8.23.88
- Consent to Assignment Dated: 10.30.91
- Assignment Dated: 3.6.92
- Extension/Renewal Letter Dated: 3.26.97
- First Amendment & Extension of Lease Dated: 3.9.02
- Lease Modification Agreement Dated: 9.18.06

40. Pepper Terrace (TTN Thai Food)

- Lease Dated: 6.8.98
- Guaranty Dated: 6.8.98
- Assignment, Consent to Assignment, Release & Amendment to Lease Dated: 8.21.00
- Guaranty (Exhibit A to Assignment) Dated: 8.21.00
- Renewal Letter Dated: 6.3.02
- Lease Modification Agreement Dated: 1.31.07

41. Radio Shack •

- Lease Agreement Dated: 9.30.87
- Letter Confirming Terms of Lease Dated: 1.14.88
- Memorandum Establishing Commencement Dated: 2.5.88
- Non-Disturbance, Subordination, Attornment & Tenant Acceptance Letter Dated: 3.30.88
- Extension and Amendment to Lease Agreement Dated: 12.12.97
- Landlord's Waiver Dated: 3.21.01
- Letter Agreement dated: 5.23.01
- Letter Agreement Dated: 6.4.01
- Option Renewal Letter Dated: 6.4.01
- Letter Agreement Re: Satellite System Dated: 7.24.01
- Option Renewal Letter Dated: 7.7.05

42. Regis Corp. (Supercuts)

- Lease Agreement Dated: 3.15.07
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- Delivery of Possession Letter Dated: 4.27.07
  - Commencement date Agreement dated: 9.6.07
  - License Agreement Dated: 5.6.09
43. Remax (BC Executive Realty, Inc.)
- Lease Agreement Dated: 11.1.01 •
  - Guaranty (George Joseph) Dated: 11.1.01
  - Guaranty (William Wright) Dated: 11.1.01
  - Memorandum Establishing Commencement Dated; 2.12.04
  - Lease Modification Agreement Dated: 2,19.09
44. Sally's Alley
- Lease Agreement Dated: 8.9.04
45. Saylent Technologies
- Lease Agreement Dated: 4.17.07
46. Smilage Dental
- Lease Agreement Dated: 9.7.95  
Commencement Dated Agreement Dated: 11.10.95
  - Extension/Renewal Dated: 3,3,00  
First Amendment of Lease Dated: 9.28.05
47. Sprint (Nextel)
- Communication Site Lease Agreement Dated: 11.7.05
  - Commencement Notice Dated: 10.5.06
  - Change of Notice Address Dated: 5.4.07
48. Stop & Shop
- -Notice of Lease Dated: 6.24.86
  - Lease Dated: 7.1.86
  - Letter Agreement Dated: 7.1.86
  - Consent Agreement Re: D' Angelo's Dated: 1,2,87
  - Consent Agreement Re: Papa Gino's Dated: 1.27.87
  - Amendment of Lease Dated: 8.7.87
  - Consent Agreement Re: Applebee's Dated: 1.6.88
  - Consent Agreement Re; Office Building Dated: 5.23.88
  - Commencement Agreement Dated: 8.22.88
  - Consent Letter Re: Side Walk Sale Dated: 8.22.90
  - Consent Agreement Re: Taco Bell Dated: 8.28,91
  - Consent Agreement Re: Coffee Shop Building Dated: 3.31.92
  - Consent Agreement Re: Fwico Land Dated: 6.30.94
  - Letter Agreement Regarding Village Cafe Dated: 7.15,98
  - Consent Agreement Re: Longhorn Steakhouse Dated; 1.18.00
  - Consent Agreement Re: Sylvan Learning Center dated: 4.6.00
  - Consent Agreement Re; Panera Bread Dated; 3.14.01
  - Second Amendment of Lease Dated: 114,01
  - Third Amendment of Lease Dated; 4.2.04
  - Notice of Lease as Amendment dated; 6.3.04
  - ROFR Dated: 6.30.04
  - Letter Re: 3<sup>rd</sup> Amendment of Lease Dated: 10.26.04
  - Notice of Waiver of Right of 1<sup>st</sup> Refusal Dated: 10.27.04
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49. Strata Bank (OB101 & OB 207)

- Lease Agreement dated: 5.23.95
- Memorandum Establishing Commencement Date of Lease Dated: 9.25.95
- Amendment and Extension to Lease Dated: 6.1.98
- Notice of Exercise of Option Dated; 7.25.07
- Surrender Agreement (Suite 207) Dated: 10.13.09
- Delivery of Possession Dated: 10.15.09

50. Sun Pro, Inc.

- Lease Agreement Dated: 3.20.02
- Guaranty Dated: 3.20.02

51. Sylvan Learning Center

- Lease Agreement Dated: 5.12.00
- Modification/Extension/Renewal Dated: 2.4.02
- First Amendment of Lease Dated: 9.2005

52. Taco Bell (Lockwood/McKinnon Taco Ventures, Inc.)

- Lease Agreement Dated: 6.26.91
- Memorandum Establishing Commencement Dated Dated: 3.19.92
- Memorandum of Assignment and Assumption of Lease Agreement and Consent Dated: 4.28.98
- Assignment and Assumption of Lease Agreement and Consent Dated: 4.28.98
- Special Power of Attorney Dated: 1.19.99
- Transfer of Guaranty Dated: 2.16.00
- Option Renewal Letter Dated: 1.31.00
- Letter Defining Lease Terms Dated: 7.19.01
- Change of Address Notice Dated: 12.9.05

53. Trainer Town (Team Fitness Franklin)

- Lease Agreement Dated: 7.5.07
- Lease Guaranty Dated: 7.3.07
- License Agreement dated: 9.18.07
- Landlord Delivery of Possession to Tenant Dated: 11.20.07
- Rent Commencement Letter Dated: 2.11.08

54. Teppanyaki (Fel Ye)

- Lease Agreement Dated: 5.1.03
- Guaranty Dated: 5.1.03

55. The Men's Warehouse

- Lease Agreement Dated: 5.22.92
- Memorandum Establishing Commencement Date of Lease Dated: 6.3.92
- Amendment and Consent to Assignment and Assumption of Lease Agreement Dated: 8.21.96
- Memorandum Establishing Commencement Dated f Lease Dated: 10.23.96
- Letter Agreement Dated: 11.14.00
- Letter Agreement Dated: 7.31.02
- Second Amendment of Lease Agreement Dated: 8.29.02
- Approval to Install a Satellite Antenna System Dated: 11.22.02
- Lease Modification Agreement Dated: 1.10.08

56. The UPS Store (MJACK Enterprises, Inc.)

- Lease Agreement Dated: 6.12.97
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- Lessor's Agreement dated: 5.2.04
- Guaranty Dated: 5.3.04
- Guaranty Dated: 5.7.04
- Consent to Assignment and Amendment to Lease Dated: 5.11.04
- Assignment of Lease Dated: 5.14.04
- Renewal Letter Dated: 5.21.08

57. Thrixologie (Blacbar, LLC)

D. Lease Agreement Dated: 5.7.04

- Guaranty Dated: 5.7.04
- Landlord's Consent of Assignment and Assumption Dated: 3.11.08
- Assignment and Assumption Agreement Dated: 3.11.08

58. TJX (Marshall's)

- Lease Agreement Dated: 7.24.86
- Memorandum of Commencement Date Dated: 8.10.86
- Letter Agreement Dated: 2.17.88
- First Amendment of Lease Dated: 8.10.88
- Second Amendment and Extension to Lease Dated: 7.25.90
- Letter Agreement Dated: 9.2.92
- Omnibus Assumption Agreement Dated: 10.9.96
- Letter Agreement Dated: 2.14.97
- Consent Letter Dated: 6.1.00
- Renewal Letter Dated: 7.25.03
- Letter Defining Terms of Lease Dated: 10.26.04
- Extension of Lease Letter Agreement Dated: 5.23.07

59. Villa Trading Company, Inc. (Terrazza Home & Garden)

- Lease Agreement Dated: 7.10.08
- Delivery of Possession Agreement Dated: 7.28.08
- Commencement Agreement Dated: 9.19.08

60. Village Mall Liquors

- Lease Agreement Dated: 4.5.00
- Guaranty Dated: 4.5.00
- Commencement Agreement Dated: 4.4.02
- First Amendment of Lease Dated: 5.22.03
- Extension/Renewal Letter Dated: 9.30.04
- Second Amendment of Lease Dated: 10.29.04
- Third Amendment of Lease Dated: 2.14.07
- Exercise of Lease Option Dated: 6.16.09

61. Voice Box

- Lease Agreement Dated: 1.20.03
- Guaranty Dated: 1.14.03
- Option Renewal Letter Dated: 8.22.05

62. Young S. Kim & Ok Mi Kim

- Lease Agreement Dated: 11.13.08
  - Landlord's Delivery of Possession to Tenant Dated: 11.17.08
  - Rent Commencement Dated: 1.21.09
  - Rent Commencement Letter Agreement Dated: 1.26.09
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SCHEDULE 5 Oil)

Loyal Plaza

1. Blockbuster Video

- Lease Dated: 2.6.92
- First Amendment of Lease Dated: 6.24.92
- Commencement Agreement Dated: 11.18.93
- Warranty Assignment of Lessor's Interest in Tenant and Assumption Agreement Dated: 1.26.94
- Assignment of Tenant Leases, Guaranties and Security Deposits Dated: 5.31.01
- Renewal Letter Dated: 5.14.02
- Exercise of Option Letter Dated: 11.19.07
- Consent Letter to Exercise of Option Dated: 11.29.07

2. Dollar Tree

- Lease Dated: 2.28.01

3. Eckerd Drug

- Lease Dated: 7.27.98
- Memorandum Dated: 7.27.98
- Consent of Ground Lessor Dated: 7.31.98 (mention in Estoppel but not in file)
- Lease Amendment Agreement Dated: 4.22.99
- Fee Owner's Agreement Dated: 4.26.99

4. Fashion Bug

- Lease Dated: 3.19.91
- Guaranty Dated: 3.19.91
- Letter Agreement Dated: 1,18.94
- Warranty Assignment of Lessor's. Interest in Tenant Leases and Assumption Agreeethent: 1.26.94
- Renewal Letter Dated: 6,22.01
- Renewal Letter Dated: 5.5.06

5. Venice Pizza Shop (Gaspere Saladino)

- Lease Dated: 2.9.90
- Lease Modification and Extension Agreement Dated: 5.1.93
- First Amendment of Lease Dated: 2.3.97
- Second Amendment of Lease Dated: 7.13.99
- Third Amendment to Lease Dated: 6.13.01
- Fourth Lease Modification Agreement Dated: 7.27.06

6. General Mills Restaurants, Inc. (Red Lobster)

- Lease Dated: 7.9.91
- Warranty Assignment of Lessor's Interest in Tenant Leases and Assumption Agreement Dated: 1.26.94
- Articles of Amendment to Articles of Incorporation Dated: 3,30.95

7. Giant Food Stores

- Lease Dated: 2,8.99
  - SNDA Dated: Undated (Exhibit E of Lease)
  - Guaranty Dated: 12.21.98
  - Lease Commencement Agreement Dated: 2.28.01
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8. Hallmark Gold Crown (Barbara Longo Shollenberger)

- Lease Dated: 8.30.99
- Supplement to Lease Modification Agreement No. 1 Dated: 6.18.01
- Lease Modification Agreement No. 1 Dated: 6.18.01
- Letter Agreement Exercising Lease Option Dated: 1.19.07

9. Jackson Hewitt Tax Service (Thomas McNamara)

- Lease Dated: 10.11.04
- Commencement Letter Dated: 12.3.04
- Lease Modification Agreement Dated: 9.29.09

10. Kmart

- Lease Dated: 8.9.76
- First Amendment of Lease Dated: 8.3.92
- Warranty Assignment of Lessor's Interest in Tenant Leases and Assumption Agreement Dated: 1.26.94
- Renewal Letter Dated: 6.12.95
- Assignment Letter Dated: 11.9.99
- Renewal Letter Dated: 5.15.00
- Renewal Letter Dated: 8.18.05
- Notice of Address Change Dated: 3.12.07
- Notice of Assignment of Lease Dated: 2.1.07

11. Professional Hair Styling (Martin J. Jennings III)

- Lease Dated: 1.14.85
- Assignment of Lease Dated: 7.11.90
- Lease Modification, Renewal and Extension Agreement Dated: 11.1.92
- Assignment of Lease Dated: 12.1.92
- Warranty Assignment of Lessor's Interest in Tenant Leases and Assumption Agreement Dated: 1.26.94
- Assignment and Assumption of Lease Agreement Dated: 2.18.98
- Lease Modification Agreement No. 2 Dated: 5.10.99
- Renewal Letter Dated: 10.22.02
- Exercise of Lease Extension Option Dated: 6.5.07

12. Nail Trix, Inc.

- Lease Dated: 6.27.08
- Lease Modification Agreement Dated: 11.21.08

13. Olympia Sport Center, Inc.

- Lease Dated: 7.9.04
- Delivery of Possession Dated: 9.30.04
- Commencement Letter Dated: 11.2.04
- Lease Modification Agreement Dated: 5.15.09

14. PA Liquor Control Board

- Real Estate Rental Option Dated: 2.19.95
- Lease Dated: 10.10.95
- Renewal Letter Dated: 9.22.99
- Real Estate Option Dated: 10.31.03
- Lease Amendment Dated: 3.21.05

15. Payless Shoesource, Inc.

- Lease Dated: 11.18.91
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- Addendum Dated: 2.10.92  
Warranty Assignment of Lessor's Interest in Tenant Leases and Assumption Agreement Dated: 1.26.94
- Lease Modification Agreement Dated: 10.28.99
- Renewal Letter Dated: 7.26.10
- Letter Exercising Option Dated: 10.13.06

16. RadioShack

- Lease Dated: 2.27.81
- Amendment and Extension of Lease- Agreement Dated: 12.8.86
- Warranty Assignment of Lessor's Interest in Tenant Leases and Assumption Agreement Dated: 1.26.94
- Second Amendment and Extension of Lease Dated: 9.29.97
- Third Amendment and Extension of Lease Dated: Not Signed or Dated
- Renewal Letter Dated: 8.8.01
- Third Amendment Dated: 8.21.06
- Sign Agreement Dated: 2.13.08

17. Holiday Hair (Regis Corporation)

- Lease Dated: 11.28.95
- Lease Modification Agreement No. I Dated: 11.28.00
- Assignment and Amendment of Lease Agreement Dated: 3.23.04
- Renewal Letter Dated: 3.8.05

18. Rent-A-Center East, Inc.

- Warranty Assignment Dated: 1.26.94
- Lease Dated: 9.6.95
- Lease Dated: 9.6.95
- Lease Modification Agreement: 2.25.98
- Lease Extension and Modification Agreement: 5.31.01
- Amendment of Lease: 6.24.04
- Exercise of Lease Option Dated: 8.25.08 (executed January 30, 2008)

19. Rent-Way, Inc.

- Lease Dated: 11.12.97
- Landlord's Agreement Dated: 11.20.97
- Lease Modification Agreement Dated: 12.8.00
- Second Amendment of Lease Dated: 10.21.05

20. Sally Beauty Supply, LLC

- Lease Dated; 9.4.91
- Addendum to Lease: 9.4.91
- Addendum Letter Dated: 9.5.91
- Agreement Setting Lease Terms: 11.12.91
- Warranty Assignment Dated: 1.26.94
- Renewal Letter Dated; 9.9.96
- Amendment to Lease: 7,11.01
- Renewal Letter Dated: 2.20.06
- Certificate of Conversion (Name Change) Dated: 12,1.06

21. Staples

- Lease Dated: 6.24.04
  - Memorandum (Part of Lease): 6.24,04
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- SNDA Dated: 8.26.04
- Commencement Letter Dated: 11.12.04
- Commencement Date Agreement: 11.12.04
- First Amendment to Lease & Commencement Date Agreement: 5.25.05

22. Verizon Wireless (Celle<sup>o</sup> Partnership)

- Lease Dated: 1.7.98
- Assignment and Assumption of Lease Agreement Dated: 6.29.00
- Assignment and Assumption of Lease Agreement Dated: 6.30.00
- Assignment, Assumption and Consent Agreement Dated: 6.6.02
- Amendment to Lease Agreement Dated: 10.28.02
- Lease Modification Agreement Dated: 11.25.08

23. Vision Max

- Lease Dated: 6.1.99
- Landlord's Consent Dated: 10.2.99
- Landlord's Subordination Agreement: 10.28.99
- Renewal Letter: July 20, 2004

24. Western Auto Supply (Advanced Auto)

- Lease Dated; 4.3.95
- Agreement Amending Lease Agreement Dated: 7.31.95
- SNDA Agreement Dated: 9.13.95
- Assignment of Lease Dated: 6.16.98 (Mentioned in Estoppel but not in file)
- Renewal Letter Dated: 1.13.00
- Assignment of Lease Dated: 5.31.01 (Mentioned in Estoppel but not in file)
- Renewal Letter Dated: 1.19.05

25. Williamsport National Bank

- Lease Dated: December 8, 2000
- Option Renewal Letter Dated: April 28, 2009

26. Super Crown Buffet (Zun Zheng/ Jinxing Yang)

- Lease Dated: 5.6.94
- Assignment and Assumption of Lease Agreement Dated: 10.29.98
- Amendment of Lease Dated: 6.20.03

SCELEDULE 5 (iv)

Stop & Shop at Bridgeport

1. Stop & Shop Supermarket

- Ground Lease Dated: 9,11.03
  - Memorandum of Lease Dated: 9.11.03
  - Letter Agreement (re: Landlord's Work) Dated: 9,11.03
  - Letter Agreement (re: incentive funding) Dated: 9.11.03
  - Agreement between Ground Owner, Landlord and Tenant Dated: 12.2004
  - Guaranty Agreement Dated: 12.8.04
  - Notice of Lease and Right of Last offer with Respect to Certain Property Dated: 12.8.04
  - Lease Recognition and Estoppel Agreement Dated: 12.8.04
  - Opinion Letter (Michael Strauss) Dated: 1.12.05
  - Attorney Opinion Letter (Gerbrand Van Bokhorst) Dated: 1.14.05
  - Memorandum of Lease Dated: 2.14.07
-

- 2007 Amendment to Lease Dated: 2.14.07
- Letter Agreement (re: Property Control Payment) Dated: 2.21.07
- SNDA Agreement Dated: 2.28.07
- Ahold Guaranty Dated: 4.4.08

SCHEDULE 5 (v) •  
Blue Mountain Commons

1. Brother's Pizza (Giovanni Barone)
  - Lease Agreement Dated: 5.12.08
  - Subordination of Landlord's Lien Dated: 11.4.08
  - Delivery of Possession Dated: 6.5.09
  - Rent Commencement Letter Dated: 9.30.09
2. Giant Food Stores, LLC
  - Lease Agreement Dated: 10.11.06
  - Memorandum of Lease Dated: 10.11.06
  - First Amendment to Lease Agreement Dated: 1.9.07
  - Delivery of Possession Dated: 9.22.09
3. PNC Bank, NA
  - Lease Agreement Dated: 2.1.08
4. Sonic Drive-in Restaurant (Harrisburg Drive-In, LLC)
  - Ground Lease Dated: 7.30.09
  - Lease Guaranty Dated: 7.30.09
5. Subway Real Estate Corp,
  - Lease Agreement Dated: 7.15.09
  - Sublease Agreement Dated: 10.23.09
6. Supercuts, Inc.
  - Lease Agreement Dated: 6.30.08
  - Delivery of Possession Dated: 6.5.09
  - Rent Commencement Letter Dated: 9.30.09
7. Verizon Wireless (Go Wireless, Inc.)
  - Lease Agreement Dated: 9.30.09

SCHEDULE 5 (vi)  
Sunset Crossing

1. Beauty Nail Salon (Ziuna Zheng and Bao Wen Lin)
    - Lease Dated: 6.21.07
    - Lease Modification Agreement Dated: 3.10.08
  2. Dollar Surplus
    - Lease Dated: 1.3.08
    - Lease Guaranty Dated: 1.3.08 (Exhibit G of Lease)
    - § Lease Commencement Letter Dated: 6.6.08
    - Lease Modification Agreement Dated: 5.14.09
  3. Giant Food Stores
    - Lease Dated: 2.27.01
    - Fueling Station Lease Dated: 2.27.01
-



- Memorandum of Lease Dated: 2.27.01
- Agreement Dated: 4.2.01
- Stipulations against Liens Dated: 7.25.01
- Preliminary Memorandum Dated: 7.2.01
- Extension, Deposit Agreement Dated: 7.2.01
- Deed of Easement Dated: 7.25.01
- Deed of Easement Dated: 7.31.01
- Deed of Easement Dated: 8.6.01
- Deed Dated: 9.11.01
- Consent and Agreement of Mortgage Dated: 10.1.01
- Deed of Easement and Right of Way Dated: 9.28.01
- Guarantee Dated: 10.03.01
- Right of Way Agreement Dated: 11.14.01
- Amendment Dated: 6.10.02
- Rent Commencement Letter Dated: 6.12.02
- Consent Letter Agreement (Re: Tanning Salon) Dated: 11.8.02

#### 4. Holiday Hair

- Lease Dated: 5.28.02
- Assignment & Amendment Dated: 3.23.04
- Exercise of Option letter Dated: 3.5.07

#### 5. Kam Wei Kitchen (LI Zhong Zhu)

- Lease Dated: 6.26.08

#### 6. Premiere Tanning

- Lease Dated: 12.6.02
- Guaranty Dated: 12.6.02
- Lease Modification Agreement Dated: 11,14,07

### SCHEDULE 5 MO

#### Shaw's Plaza

##### 1. AAA Southern New England

- Lease Dated: 1.16.01
- Letter Exercising Extension Option Dated: 10.30.06
- Exercise of Lease Extension Option Dated: 9.14.07
- License Agreement Dated: 8.31.09
- Addendum to License Agreement Dated: 8.31.09

##### 2. Bank of America

- Lease Dated: 1.10.02
- First Amendment to Lease Dated: 7.31.02
- Notice of Lease Dated: 7.31.02
- Notice of Address Change Dated: 7.14.09

##### 3. Bank of America ATM

- Lease Dated: 12.31.89
- First Amendment to Lease Dated: 3.30.94
- Letter Extending Term of Lease Dated: 11.29.00
- Notice of Extension and Modification Dated: 10.21.05

##### 4. CVS

- Lease Dated: 2.27.98
-

- Short Form memorandum Notice of Lease Dated: 2.27.98
- Guaranty Dated: 3.26.96
- Escrow Agreement Dated: 5.15.98
- Commencement Letter Dated: 3.23.01

5. The Dress Barn Inc.

- Lease Dated: 12.9.98
- First Amendment of Lease Dated: 12.28.01
- Letter Agreement Dated: 2.12.03
- Lease Modification Agreement Dated: 1.9.09

6. Fashion Bug

- Lease Dated: 6.8.85
- Letter Agreement Dated: 5.12.86
- Letter Agreement Dated: 5.23.86
- Confirmation of Lease Terms Dated: 12.1.86
- Amendment \*Agreement Dated: 5.12.89
- Second Amendment to Lease Dated: 3.18.96
- License Agreement Dated: 7.3.07

7. Gamestop, Inc.

- Lease Dated: 3.28.03
- Option to Renew Notice: 5.19.08

8. iParty Retail Stores, Corp.

- Lease Dated: 2.25.97
- Memorandum of Lease Dated: 2.25.97
- SNDA Dated: 3.10.97
- Lanlord's Waiver Dated: 5.15.98
- First Amendment to Lease Dated: 1.21.99
- Assignment and Assumption of Leases, Contracts and Other Assumed Obligations Dated: 8.2000
- Renewal Option Notice Dated: 8.24.06
- Change of Address Notice Dated: 6.5.07

9. To-Ann Stores

- Lease Dated: 7.8.91
- Letter Agreement Dated: 1.10.92
- Notice of Lease Dated: 3.11.93
- Letter Exercising Option to Renew Dated: 4.27.01
- Letter Exercising option to Renew Dated: 4,26,06

10. Marshal's

- Lease Dated: 12.22,83
  - Notice of Lease Dated: 1.24,84
  - Non-Disturbance and Attornment Agreement Dated: 8.15.88
  - Letter Agreement Dated: 8.15.88
  - Letter Exercising Option of Extension Dated: 4.17.89
  - Letter Agreement Dated: 2.24.93
  - Letter Exercising Option of Extension Dated: 4.12.94
  - Letter Agreement Dated: 4.3,96
  - Letter Agreement Dated: 5.23.96
  - Omnibus Assumption Agreement Dated: 10.9.96
-

- Letter Agreement Dated: 6.6.97
- Letter Exercising Option of Extension Dated: 4.27.99
- Amendment to Lease Dated: 4,10.01
- Amended and Restated Notice of Lease Dated: 4.26.01
- Letter Agreement Dated: 4.18.07
- Extension of Lease Letter Agreement Dated: 5.23.07
- Amendment to Lease Dated: 7.1.09

11. Nextel Communication of the Mid-Atlantic, Inc.

- Lease Dated: 10.27.05
- Memorandum: 10.27.05
- Change of Notice Address Dated: 5.4.07

12. Radio Shack

- Lease Dated: 2.12.96
- Letter Agreement Dated: 4.8.96
- Renewal Letter Dated: 8.29.00
- Pylon Sign Agreement Dated: 9.24.03
- Renewal Letter Dated: 9.28.05

13. Regis Corp. d/b/a Best Cuts

- Lease Dated: 11.4.85
- First Amendment to Lease Dated: 11.20.90
- Second Amendment to Lease Dated: 1.9.96
- Third Amendment to Lease Dated: 8,8,00
- Assignment and Amendment of Lease Agreement Dated: 10.15.04
- Fourth Amendment to Lease Dated: 6,20.05

14. Renssi Cleaners

- Lease Dated: 7,12.93
- Letter Agreement Dated: 6.3.93
- Landlord's Consent and Waiver of Lien Dated: 7.16.97
- Letter Agreement Regarding Cooling Tower Dated: 8.12.97
- Fax Exercising Renewal Option Dated: 8.1.97
- Amendment to Lease Dated: 3.7.03
- Landlord's Consent Dated: 5.22.03
- Assignment of Lease Dated: 5.22.03
- Landlord — Waiver Dated: 5.22.03

15, Shaw's Supermarkets

- Lease Dated: 7.25.83
  - Notice of Lease Dated: 7.25.83
  - Side letter Agreement Dated: 7.25.83
  - Letter Dated: 6.18.86
  - Letter Dated: 9.22.88
  - Second Amendment of Lease Dated: 12.17.93
  - Third Amendment of Lease Dated: 4.3.98
  - Fourth Amendment of Lease Dated: 10.8.98
  - Letter Agreement Dated: 5.14.99
  - Fifth Amendment of Lease Dated: 10.31.01
  - Letter Dated: 3.5.02
  - Letter Agreement Dated: 4.22.02
-

16. Sovereign Bank

- Lease Dated: 1.18.01
- Letter Agreement Dated: 6.18.01

17. Vision Works Express, Inc.

- Lease Dated: 2.14.97
  - Letter Exercising Option to Extend Lease Dated: 6.1.01
  - Lease Modification Agreement Dated: 2.20.07
  - Lease Modification Agreement Dated: 6.5.09
-

SCHEDULE 6  
EXISTING TITLE POLICIES

Schedule 6 (i) — Columbus Crossing

- Issued by Old Republic National Title Insurance Company
- Issue date — 11.21.03
- Policy # SQ 200515

Schedule 6 (ii) — Franklin Village

- Issued by Commonwealth Land Title Insurance Company
- Issue date — 11.12.04
- Policy # 206-0015601

Schedule 6 (iii) — Loyal Plaza

- Issued by Commonwealth Land Title Insurance Company
- Issue date — 10.22.09
- Effective Date — 7.10.02
- Policy # — H187358EP

Schedule 6 (iv) — Stop & Shop Plaza

- Issued by Commonwealth Land Title Insurance Company
- Issue date — 4.10.08
- Policy # — C30-0117937

Schedule 6 (v) — Blue Mountain Commons

- Issued by Commonwealth Land Title Insurance Company
- Issue date — 10.12.06
- Policy # 10-874-997

Schedule 6 (vi) — Sunset Crossing

- Issued by Commonwealth Land Title Insurance Company
- Issue date — 12.30.03-
- Policy # — 165-728633

Schedule 6 (vii) — Shaw's Plaza

- Issued by Lawyers Title Insurance Corporation
  - Issue date — 7.21.06
  - Policy # C8565-OP
-

SCHEDULE 7 — LITIGATION

-SCHEDULE 7 (i)

Unitis. Crossing  
DeaWa!\*1851 Associates,

None

SCHEDULE 7.(ii)

Franklin Village  
Cedar-Franklin Village LLC

None

SCHEDULE 7 (iii)

Loyal Plaza  
Loyal. Plaza Associates, L.P.

None

SCHEDULE 7 (iv)

Stop & Shop at Bridgeport  
Cedar-Bridgeport, LLC

None

SCHEDULE 7 (v)

Blue Mountain Commons  
Cedar-Clock Tower, LLC

None

SCHEDULE 7 (vi)

Sunset Crossing  
Cedar Sunset Crossing, LLC

None

SCHEDULE 7 (vii)

Shaw's Plaza  
Cedar-Raynham, LLC

None

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**SCHEDULE 8**  
**LOAN DOCUMENTS**

<b>Property</b>	<b>Schedule #</b>
Columbus Crossing	8 (i)
Franklin Village	8 (ii)
Loyal Plaza	8 (iii)
Stop & Shop — Bridgeport	8 (iv)
Shaw's Plaza	8 (v)
Columbus Crossing Preferred Partner Loan	8 (vi)

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SCHEDULE 8 (i)  
Columbus Crossing

- a) Commitment Letter dated 5.7.2009
  - b) Loan Agreement with an effective date of 6.12.2009
  - c) Promissory Note dated 6.12.2009
  - d) Open-End Mortgage and Security Agreement with an effective date of 6.12.2009
  - e) Surety Agreement with an effective date of 6.12.2009
  - f) Assignment of Leases and Rents with an effective date of 6.12.2009
  - g) Disclosure for Confession of Judgment (Promissory Note) dated 6.12.2009
  - h) Disclosure for Confession of Judgment (Surety Agreement) dated 6.12.2009
  - i) Explanation and Waiver of Rights (Promissory Note) — with an effective date of 6.12.2009
  - j) Explanation and Waiver of Rights (Surety Agreement) — with an effective date of 6.12.2009
  - k) UCC Financing Statements dated 6.12.2009
  - l) Opinion Letters:
    - Stroock & Stroock & Lavan, LLP dated 6.12.2009
    - Naka, Huttar & Oldhouser, LLP dated 6.12.2009
-



SCHEDULE 8 (ii)  
Franklin Village

- a) Application dated 10.4.2004
  - b) Side Letter dated 10.4.2004 (regarding Reliance on Third Party Environmental and Engineering Reports)
  - c) Side Letter dated 10.12.2004 (amending Application)
  - d) Side Letter dated 11.1.2004 (amending Application)
  - e) Promissory Note dated 11.1.2004
  - f) Loan Agreement dated 11.1.2004
  - g) Mortgage and Security Agreement dated 11.1.2004
  - h) Assignment of Leases and Rents dated 11.1.2004
  - i) Assignment of Management Agreement and Subordination of Management Fees dated 11.1.2004
  - j) Cash Management Agreement dated 11.1.2004
  - k) Clearing Account Agreement dated 11.1.2004
  - l) Guaranty dated 11.1.2004
  - m) Supplemental Guaranty dated 11.1.2004
  - n) Environmental Indemnity Agreement dated 11.1.2004
  - o) UCC-1 Financing Statements dated 11.1.2004
  - p) Post Closing Side Letter dated 11.1.2004
  - q) Opinion Letters:
    - Richards, Layton & Finger, Delaware opinion dated 11.1.2004
    - Levenfeld Pearlstein, LLC, Nonconsolidation opinion dated 11.1.2004
    - Stroock & Stroock & Lavan, LLP, New York Enforceability opinion dated 11.1.2004
    - Stanton & Davis, Local Counsel Enforceability opinion dated 11.1.2004
-

SCHEDULE 8 (iii)  
Loyal Plaza

- a) Promissory Note dated 5.31.2001
- b) Loan Agreement dated 5.31.2001
- c) Open-End Mortgage and Security Agreement dated 5,31.2001
- d) Assignments of Leases and Rents dated 5.31.2001
- e) Environmental Indemnity Agreement dated 5.31.2001
- f) Cash Management Agreement dated 5.31.2001
- g) Assignment of Management Agreement and Subordination of Management Fees dated 5.31.2001
- h) Assignment of Personal Property Leases, Service Agreements, Permits, Licenses, Franchises and other Agreements dated 5.31.2001
- i) Disclosure for Confession of Judgments dated 5,31.2001
- j) Clearing Account Agreement dated 5.31.2001
- k) Holdback and Indemnity Agreement dated 5.31.2001

Assumption-Related Documents

- l) Loan Assumption and Modification Agreement
  - m) Substitution of Indemnitor and Assumption of Obligations of Indemnitor
-

SCHEDULE 8 (iv)  
Stop & Shop at Bridgeport

- a) Loan Approval Letter dated 2.26.2008 •
  - b) Assumption Agreement dated 4.10.2008
  - c) Memorandum of Assumption Agreement 4.10.2008
  - d) Promissory Note dated 3.6.2007
  - e) Open-End Fee and Leasehold Mortgage Deed, Security Agreement, Assignment of Rents and Fixture Filing dated 3.6.2007
  - t) Assignment of Leases and Rents and Security Deposits dated 3.6.2007
  - g) Environmental Indemnity dated 4.10.2008
  - b.) Guaranty dated 4.10.2008
  - i) Restricted Account Agreement (Soft Lockbox) dated 4.10.2008
  - j) Conditional Assignment of Management Agreement dated 4.10.2008
  - k) Certification of Taxpayer Identification Number and Nonforeign Status dated 4.10.2008
  - l) W-9 dated 4.10.2008
  - m.) UCC Financing Statements Amendments dated 4.10.2008
  - n) Subordination, Non-Disturbance and Attornment Agreement dated 2.28.2007
  - o) Due Authority Opinion dated 4.10,2008
  - p) Connecticut Enforceability Opinion dated 4.10.2008
-

SCHEDULE 8 (v)  
Shaw's Plaza

- a) Promissory Note dated 2.3.2004
- b) Mortgage and Security Agreement dated 2.3.2004
- c) Assignment of Leases and Rents dated 2.3.2004
- d) Assignment of Mortgage and Security Agreement dated 2.3.2004
- e) UCC Filing StateMent dated 2.3.2004
- f) Indemnity Agreement dated 2.3.2004
- g) Conditional Assignment of Management Agreement dated 2.3.2004
- h) Replacement Reserve and Security Agreement dated 2.3.2004
- i) Assignment of Agreements; Permits and Contracts dated 2.3.2004
- j) Asbestos Operations and Maintenance Agreement dated 2.3.2004

Assumption-Related Documents

- k) Wells Fargo Approval Letter dated 2/6/06
- l) Assumption Agreement dated 7.18.2006
- m) Memorandum of Assumption Agreement (recorded in Book 16048, Page 318) dated 7.18.2006

UCC-1 Financing Statement-Delaware dated 7.18.2006

- o) Indemnity Agreement dated 7.18.2006
  - p) Conditional Assignment of Management Agreement (Exhibit A: Mgmt Agmt.) dated 7.18.2006
  - q) Certification Re: Financial Condition dated 7.18.2006
  - r) Borrowing Certificate dated 7.18.2006
  - s) Borrower Authorization Form dated 7.18.2006
  - t) Escrow Instruction dated 7.18.2006
  - u) W-9 for Cedar-Raynham, LLC (Tax I.D. Number)
  - v) Evidence of Insurance (REMIC Opinion of Lender's Counsel)
-

SCHEDULE 8 (vi)  
Columbus Crossing Preferred Loan

- a) Loan Agreement between Owner Entities and Cedar Lender
  - b) Promissory Note by Owner Entities in favor of Cedar Lender
  - c) Pledge and Security Agreement by Owner Entities in favor of Cedar Lender
  - d) Agreement and Acknowledgement of Pledge by Cedar Lender
  - e) UCC-1 Financing Statements naming each of the Owner Entities, as debtors, and Cedar Lender, as secured party, filed with the Pennsylvania Secretary of State on December 12, 2003
  - f) Owner Entities' Consents to Owners Loan and Loan Documents
  - g) Guaranty by Owner Principal in favor of Cedar GP, Cedar LP and Cedar Lender
  - h) Letter Agreement among and between the Partnership, Cedar Lender, Cedar GP, Cedar LP and Owner Entities, re: application of distributions to interest payments
-

SCHEDULE 9  
EARN-OUT PROCEEDS

Schedule 9 (i)  
Blue Mountain Earn-Out  
(see attached)

Schedule 9 (ii)  
Franklin Village Earn-Out  
(see attached)

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SCHEDULE S (I)  
BLUE MOUNTAIN COMMONS EARN-OUT

Tenants	Tenant sq. ft.	Annualized Base Rent	Recoveries			Total Potential Income	Vacancy Allowance %	Effective Gross Revenue	Expenses			Management Fee 3.5%	NOI Total with adjustments	Lease Value (8.5% cap)	Value @ 60%	60% Lease Value Rounded
			CAM	INC	RE				CAM	INC	RE					
<b>All Closing</b>																
Giart Food Stores	97,707	\$ 2,344,968	\$109,432	\$ 34,197	\$146,961	\$ 2,635,158	0	\$ 2,635,158	\$(109,432)	\$(34,197)	\$(146,961)	\$(92,231)	2,232,777	\$ 26,502,794	\$ 21,202,235	\$ 21,200,000
Brother's Pizza	2,000	\$ 64,000	\$ 2,240	\$ 700	\$ 3,000	\$ 69,940	(2,098)	\$ 67,842	\$(2,240)	\$(700)	\$(3,000)	\$(2,374)	\$	\$ 560,157	\$ 560,000	\$ 560,000
Supernova	1,200	\$ 36,000	\$ 1,344	\$ 430	\$ 1,800	\$ 39,564	(1,187)	\$ 38,377	\$(1,344)	\$(430)	\$(1,800)	\$(1,341)	\$	\$ 315,365	\$ 315,000	\$ 310,000
PNC Bank	3,710	\$ 200,000	\$ 4,155	\$ 1,299	\$ 5,565	\$ 211,019	\$(6,331)	\$ 204,688	\$(4,155)	\$(1,299)	\$(5,565)	\$(7,164)	\$	\$ 2,194,181	\$ 1,755,945	\$ 1,760,000
Giart Fuel	2,400	\$ 35,000	\$ 2,688	\$ 740	\$ 3,600	\$ 42,128	\$(1,264)	\$ 40,864	\$(2,688)	\$(740)	\$(3,600)	\$(1,430)	\$	\$ 390,070	\$ 394,096	\$ 390,000
<b>Post Closing (signed leases)</b>																
Subway	1,600	\$ 36,800	\$ 1,792	\$ 560	\$ 2,400	\$ 41,532	(1,247)	\$ 40,285	\$(1,792)	\$(560)	\$(2,400)	\$(1,411)	\$ 34,143	\$ 401,679	\$ 321,344	\$ 320,000
Go Wireless	1,600	\$	\$	\$ 560	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 380,000
Sonic	1,450	\$ 43	\$	\$ 508	\$	\$	\$	\$	\$	\$	\$	\$	\$ 40	\$	\$	\$ 880,000
<b>Earn-Out Estimates</b>																
Vacant Suite 1	2,500	\$ 62,500	\$ 2,800	\$ 875	\$ 3,750	\$ 69,925	(2,098)	\$ 67,827	\$(2,800)	\$(875)	\$(3,750)	\$(2,374)	\$ 58,028	\$ 662,686	\$ 546,149	\$ 550,000
Vacant Suite 2	2,500	\$ 62,500	\$ 2,800	\$ 875	\$ 3,750	\$ 69,925	(2,098)	\$ 67,827	\$(2,800)	\$(875)	\$(3,750)	\$(2,374)	\$ 58,028	\$ 662,686	\$ 546,149	\$ 550,000
Vacant Suite 3	2,500	\$ 62,500	\$ 2,800	\$ 875	\$ 3,750	\$ 69,925	(2,098)	\$ 67,827	\$(2,800)	\$(875)	\$(3,750)	\$(2,374)	\$ 58,028	\$ 662,686	\$ 546,149	\$ 550,000
Vacant Suite 4	2,500	\$ 62,500	\$ 2,800	\$ 875	\$ 3,750	\$ 69,925	(2,098)	\$ 67,827	\$(2,800)	\$(875)	\$(3,750)	\$(2,374)	\$ 58,028	\$ 662,686	\$ 546,149	\$ 550,000
Vacant Suite 5	1,600	\$ 40,000	\$ 1,792	\$ 560	\$ 2,400	\$ 44,732	(1,343)	\$ 43,400	\$(1,792)	\$(560)	\$(2,400)	\$(1,519)	\$ 37,138	\$ 436,919	\$ 349,535	\$ 350,000
<b>TOTAL</b>																
	123,267	\$ 3,140,968	\$130,059	\$ 41,143	\$184,901	\$ 3,516,071	\$(26,427)	\$ 3,489,644	\$(130,059)	\$(41,143)	\$(184,901)	\$(122,138)	\$ 3,001,403	\$ 35,310,624	\$ 28,249,500	\$ 28,270,000

SCHEDULE 9 (if)  
FRANKLIN VILLAGE EARN-OUT

Tenants	Tenant s/f	Annualized Base Rent	Expiration Date	Recoveries			Total Potential income	Vacancy Allowance 3%	Effective Gross Revenue	Expenses			Management Fee 3.5%	NOI Total with adjustments	Lease Value (8.5% cap)	Value t 80%	80% Lease value rounded
				CAM \$ 2.00	INS \$ 0.25	RE \$ 2.00				CAM \$ 2.00	INS \$ 0.25	RE \$ 2.00					
<b>Renewals (holdback)</b>																	
L'Equipe	2,070	\$ 53,603	2/28/2010	\$ 4,140	\$ 518	\$ 4,140	\$ 82,400	\$ (1,872)	\$ 60,528	\$ (4,140)	\$ (518)	\$ (4,140)	\$ (2,118)	\$ 49,612	\$ 583,674	\$ 466,939	\$ 470,000
Olympia Sport Center	3,550	\$ 78,100	12/31/2009	\$ 7,100	\$ 888	\$ 7,100	\$ 93,188	\$ (2,798)	\$ 90,392	\$ (7,100)	\$ (888)	\$ (7,100)	\$ (3,164)	\$ 72,141	\$ 848,714	\$ 678,971	\$ 680,000
Radio Shack	2,300	\$ 46,000	1/31/2020	\$ 4,600	\$ 575	\$ 4,600	\$ 55,775	\$ (1,673)	\$ 54,102	\$ (4,600)	\$ (575)	\$ (4,600)	\$ (1,894)	\$ 42,433	\$ 499,214	\$ 399,371	\$ 400,000
The Men's Wearhouse	3,600	\$ 86,940	22/8/2010	\$ 7,200	\$ 900	\$ 7,200	\$ 102,240	\$ (3,067)	\$ 99,173	\$ (7,200)	\$ (900)	\$ (7,200)	\$ (3,471)	\$ 80,402	\$ 945,903	\$ 756,722	\$ 760,000
Dress Elam	10,150	\$ 238,119	12/31/2009	\$ 20,300	\$ 2,538	\$ 20,300	\$ 281,257	\$ (8,438)	\$ 272,819	\$ (20,300)	\$ (2,538)	\$ (20,300)	\$ (9,549)	\$ 220,133	\$ 2,589,796	\$ 2,071,837	\$ 2,070,000
																	\$ 4,380,000
<b>New Leases (earn-out)</b>																	
Five Guys Burgers	2,300	\$ 76,820		\$ 4,600	\$ 575	\$ 4,400	\$ 86,595	\$ (2,598)	\$ 83,997	\$ (4,600)	\$ (575)	\$ (4,600)	\$ (2,940)	\$ 71,282	\$ 838,615	\$ 670,892	\$ 670,000
Sally Beauty	1,600	\$ 29,376		\$ 3,200	\$ 400	\$ 3,200	\$ 36,176	\$ (1,085)	\$ 35,091	\$ (3,200)	\$ (400)	\$ (3,200)	\$ (1,228)	\$ 27,063	\$ 318,383	\$ 254,706	\$ 250,000
Nurse Staffing	559	\$ 15,597		\$ —	\$ —	\$ —	\$ 15,597	\$ (468)	\$ 15,129	\$ (1,118)	\$ (140)	\$ (1,118)	\$ (530)	\$ 12,224	\$ 143,806	\$ 115,045	\$ 120,000
																	\$ 1,040,000
																	\$ 5,420,000
<b>Sample (earn-out)</b>																	
Applebees																	
Replacement	5,682	\$ 136,000		\$ 311,384	\$ 1,421	\$ 11,364	\$ 160,148	\$ (4,804)	\$ 155,344	\$ (11,364)	\$ (1,421)	\$ (11,384)	\$ (5,437)	\$ 125,758	\$ 1,479,511	\$ 1,183,609	\$ 1,180,000



SCHEDULE 10  
MATERIAL TENANT DEFAULTS

Property	Schedule #
Columbus Crossing	10 (i)
Franklin Village	10 (ii)
Loyal Plaza	10 (iii)
Stop & Shop at Bridgeport	10 (iv)
Blue Mountain Commons	10 (v) (not applicable)
Sunset Crossing	10 (vi)
Shaw's Plaza	10 (vii)

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0560-000564	LANE BRYANT, INC #6727	Master Occupant Id: 000564-1	Suite: 004	Current	Day Due: 1
Monthly Rent	CAM Recovery	RETAX Recovery			Delq Day: 10
Contact: Stephanie Monsey	Corporate Man Number	Apple District			Last Payment:
Tel No: 216-636-6743	216-246-8100	216-633-1733			10/19/2009 11,893.40
Fax No:					
E mail: stephanie.monsey@cedarshopping.com	Manager Rent				

WAT WATER/SEWER	0.00	0.00	0.00	0.00	0.00	0.00
LANE BRYANT, INC #6727 Total:	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:	-42.06					
Balance:	-42.06					

0560-000585	BATH & BODY WORKS, INC #1560	Master Occupant Id: 000585-1	Suite: 005	Current	Day Due: 1
Monthly Rent	CAM Recovery	RETAX Recovery			Delq Day: 10
Contact: JORDAN HATCH	JORDAN HATCH	JORDAN HATCH			Last Payment:
Tel No: 614-415-7024	(614) 415-7024	(614) 415-7024			10/19/2009 163.65
Fax No: 614-677-3927	(614) 677-3927	(614) 677-3927			
E mail: JHATCH@LIMITEDBRANDS.COM; JHATCH@LIMITEDBRANDS.COM; JHATCH@LIMITEDBRANDS.COM					

6/2/2009	4HV	HVAC MISCELLANEOUS	CH	248.04	0.00	248.04	0.00	0.00	0.00
9/24/2009	4HV	HVAC MISCELLANEOUS	CH	496.08	496.08	0.00	0.00	0.00	0.00
4HV	HVAC MISCELLANEOUS			744.12	496.08	248.04	0.00	0.00	0.00
BATH & BCDY WORKS, INC. #1560 Total:				744.12	496.08	248.04	0.00	0.00	0.00

0560-000586	JOYCE LESLIE, INC #58 • PRR	Master Occupant Id: 000586-1	Suite: 607	Current	Day Due: 1
Monthly Rent	CAM Recovery	RETAX Recovery			Delq Day: 10
Contact: MADDIE CORNEGI		JOHN QUINN-EXT 146			Last Payment:
Tel No: (201) 804-7800		(201) 804-7800			10/15/2009 77.92
Fax No:		(201) 894-8811			
E mail:					

8/11/2009	WAT	WATER/SEWER	CH	42.06	0.00	0.00	42.06	0.00	0.00
WAT WATER/SEWER				42.06	0.00	0.00	42.06	0.00	0.00
JOYCE LESLIE, INC #58 • PRR Total:				42.06	0.00	0.00	42.06	0.00	0.00

0'04'00NqC'1::FX.00.PC.9X gAt3441697	Master Occupant Id: 060688-1	Suite: 010	Current	Day Due: 1	
Monthly Rent	CAM Recovery	RETAX Recovery			Delq Day: 10
Contact: FRED RUSH	SHELTON ANDERSON	SHELTON ANDERSON			Last Payment:
	(314) 864-4072				10/1/2009 18,925.83
E mail: sandercon@brownshoe.com	Utilities also				

8/26/2009	WAT	WATER/SEWER	CH	81.37	0.00	61.37	0.00	0.00	0.00
1012/2000	WAT	WATER/SEWER	CH	131.21	131.21	0.00	0.00	0.00	0.00
WAT WATER/SEWER				192.58	131.21	61.37	0.00	0.00	0.00
FAMOUS FOOTWEAR-#2159 Total:				192.56	131.21	61.37	0.00	0.00	0.00

4HV	HVAC MISCELLANEOUS			744.12	496.06	248.04	0.00	0.00	0.001
WAT	WATER/SEWER			234.64	131.21		0.00	0.00	0.00
ENITTY 0560 Total:				978.76	627.29	309.41	0.00	0.00	0.00
Prepaid:				42.06					
Balance:				936.70					

Database: CEDARSHOP-CIR	Aged Delinquencies	Page: 12
ENTITY: U/UU	Cedar Shopping Centers	Date: 10/22/2009
	FRANKLIN VILLAGE	Time: 05:12 PM
	Date: 10/22/2009	

Invoice Date	Category	Source	Amount	Current	30	60	90	120
0700-000714	TACO BELL #04654	Master Occupant Id: 00000700-1	0.00	0.00	0.00	0.00	0.00	0.00
	Monthly Rent	CAM Recovery		RETAX Recovery				
Contact: <b>DISPUTED AMOUNT - LL REPAIRED SEWER</b> Tel. No.: (678) 795-3830 Fax No.: E-mail:								
2/20/2009	RAM REPAIRS & MAINTENANCE CH		7,454.50	0.00	0.00	0.00	0.00	7,464.60
RAM REPAIRS & MAINTENANCE			7,454.50	0.00	0.00	0.00	0.00	7,464.50
TACO BELL #04654 Total:			7,454.50	0.00	0.00	0.00	0.00	7,464.50

Invoice Date	Category	Source	Amount	Current	30	60	90	120
0700-091391	STOP AND SHOP #713-MAIN	Master Occupant Id: 00000713-2	0.00	0.00	0.00	0.00	0.00	0.00
	Monthly Rent	CAM Recovery		RETAX Recovery				
Contact: MS. BETTIE WATFORD Tel. No.: 617-779-6575 Fax No.: 617-770-5976 E-mail:								
3/1/2009	ESC	Cam estimates	9.00	0.00	0.00	0.00	0.00	0.00
4/1/2009	ESC	Cam estimates	4.50	0.00	0.00	0.00	6.00	4.50
5/1/2009	ESC	Cam estimates	13.50	0.00	0.00	0.00	0.00	13.50
6/1/2009	ESC	Cam estimates	4.50	0.00	0.00	0.00	0.00	4.50
7/21/2009	TXY	Annual Real Estate Taxes	0.22	0.00	0.00	0.00	0.22	0.00
11M MISCELLANEOUS			0.00	0.00	0.00	0.00	0.00	0.00
	ESC	Cam estimates	31.50	0.00	0.00	0.00	0.00	31.50
	TXY	Annual Real Estate Taxes	0.22	0.00	0.00	0.00	0.22	0.00
STOP AND SHOP #713-MAIN Total:			31.72	0.00	0.00	0.00	0.22	31.50
Prepaid:								
Balance:			-704.25					

Invoice Date	Category	Source	Amount	Current	30	60	90	120
0700-002553	INITY	Master Occupant Id: 00000710-3	0.00	0.00	0.00	0.00	0.00	0.00
	Monthly Rent	CAM Recovery		RETAX Recovery				
Contact: P Y Tel. No.: Fax No.: E-mail:								
7/1/2009	ESC	Cam estimates	0.65	0.00	0.00	0.00	0.00	0.00
9/1/2009	ESC	Cam estimates	0.55	0.00	0.00	0.00	0.00	0.00
ELIZABETH GRADY SALON Total:			1.30	0.00	0.05	0.00	0.65	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
0700-002263	GENERAL NUTRITION #9802	Master Occupant Id: 00000710-3	0.00	0.00	0.00	0.00	0.00	0.00
	Monthly Rent	CAM Recovery		RETAX Recovery				
Contact: AMAG6665 Tel. No.: 12-338-6928 Fax No.: E-mail:								
9/1/2009	ESC	Cam estimates	0.48	0.00	0.48	0.00	0.00	0.00
10/1/2009	ESC	Cam estimates	0.06	0.06	0.00	0.00	0.00	0.00
GENERAL NUTRITION #9802 Total:			0.54	0.06	0.48	0.00	0.00	0.00

Invoice Date Category Source Amount Current 30 60 90 120

ERICA CORP/Bkruptcy7/08 Master Occupant Id: 00000720-1 Suite: 020 Inactive  
 CAM Recovery RETAX Recovery Day Due: 10  
 Day Due: 10  
 Last Payment: 8/12/2008 8,065.86

**VACATED**

Month	Category	Source	Amount	Current	30	60	90	120
7/1/2008	ESC Cam estimates	CH	743.16	0.00	0.00	0.00	0.00	743.16
7/1/2008	RNT Base Rent	CH	6,737.50	0.00	0.00	0.00	0.00	6,737.60
7/1/2008	TXS Real estate tax estimate	CH	605.80	0.00	0.00	0.00	0.00	605.80
7/16/2008	TXY Annual Real Estate Taxes	CH	549.86	0.00	0.00	0.00	0.00	549.86
8/1/2008	ESC Cam estimates	CH	743.16	0.00	0.00	0.00	0.00	743.16
8/1/2008	RNT Base Rent	CH	6,737.50	0.00	0.00	0.00	0.00	6,737.50
8/1/2008	TXS Real estate tax estimate	CH	605.80	0.00	0.00	0.00	0.00	665.60
8/25/2008	LAT LATE CHARGES	CH	835.03	0.00	0.00	0.00	0.00	835.03
ESC Cam estimates			1,486.32	0.00	0.00	0.00	0.00	1,486.32
LAT LATE CHARGES			835.03	0.00	0.00	0.00	0.00	835.03
RNT Base Rent			13,475.00	0.00	0.00	0.00	0.00	13,475.00
TXS Real estate tax estimate			1,211.60	0.00	0.00	0.00	0.00	1,211.60
TXY Annual Real Estate Taxes			549.86	0.00	0.00	0.00	0.00	549.86
ERICA CORP/Bkruptcy7/08 Total:			17,557.81	0.80	0.00	0.00	0.00	17,557.81

0700-002661 DRESS BARN #362 Master Occupant Id: 00000721-2 Suite: 021 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10  
 Day Due: 10  
 Last Payment: 8/12/2008 56.66

Month	Category	Source	Amount	Current	30	60	90	120
10/1/2008	TXS Real estate tax estimate	CH	222.90	0.00	222.90	0.00	0.00	0.00
10/1/2008	TXS Real estate tax estimate	CH	222.90	222.90	0.00	0.00	0.00	0.00
TXS Real estate tax estimate			445.80	222.90	222.90	0.00	0.00	0.00
DRESS BARN #362 Total:			445.80	222.90	222.90	0.00	0.00	0.00

0700-000728 PAYLESS SHOES #2569-OLD Master Occupant Id: 00000722-1 Suite: 022 Inactive  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10  
 Day Due: 10  
 Last Payment: 8/2/2008 21,137.50

Month	Category	Source	Amount	Current	30	60	90	120
3/11/2008	WA1 WATER/SEWER - PARC 1	NC	-112.50	0.00	0.00	0.00	0.00	-112.50
5/1/2008	RNT Base Rent	CH	4,250.00	0.00	0.00	0.00	0.00	4,250.00
6/1/2008	RNT Base Rent	CH	4,250.00	0.00	0.00	0.00	0.00	4,250.00
6/11/2008	RNT Base Rent	CH	4,250.00	0.00	0.00	0.00	0.00	4,250.00
7/11/2008	RNT Base Rent	CH	4,250.00	0.00	0.00	0.00	0.00	4,250.00
8/1/2008	RNT Base Rent	CH	4,250.00	0.00	0.00	0.00	0.00	4,250.00
RNT Base Rent			21,250.00	0.00	0.00	0.00	0.00	21,250.00
WA1 WATER/SEWER - PARC 1			-112.50	6.00	0.00	0.00	0.00	-112.50
PAYLESS SHOES #2569-OLD Total:			21,137.50	6.00	0.00	0.00	0.00	21,137.50

Invoice Date Category Source Amount Current JU BU 9U 12U

0700-000729 TJX (MARSHALL'S) OLD Master Occupant Id: 00000723-1 Suite: 023 Current  
 CAM Recovery RETAX Recovery Day Due: 10  
 Day Due: 10  
 PPO: 4043701  
 Tel. No. 4043701  
 Fax No.  
 E-mail: 31,200.69 1,136.07,44

4/13/2007	CMM Annual Cam Expenses	NC	-4,580.28	CM	0.00	0.00	0.00	-4,580.28
	CMM Annual Cant Expenses		-4,580.28	0.00	0.00	0.00	0.00	-4,580.28
	CCR PAYMENT TO OPEN CREDIT		0.00	0.00	0.00	0.00	0.00	0.00
	TJX (MARSHALL'S) OLD Total:		-4,580.28	0.00	0.00	0.00	0.00	-4,580.28
	Prepaid:		-1,444.41					
	Balance:		-6,424.69					

0700-001675 TJX (MARSHALL'S) #321 Master Occupant Id: 00009723-2 Suite: 023 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Day Due: 10  
 Contact: 900-369-0370  
 Tel. No. 900-369-0370  
 Fax No.  
 E-mail: Last Payment: 10/12/2009 24,957.09

	ESC Cam estimates		0.00	0.00	0.00	0.00	0.00	0.00
	TJX (MARSHALL'S) #321 Total:		0.00	0.00	0.00	0.00	0.00	0.00
	Prepaid:		-209.17					
	Balance:		-209.17					

0700-002174 THE MEN'S WAREHOUSE Master Occupant Id: 00000725-2 Suite: 026 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Day Due: 10  
 Contact: 810-867-9821  
 Tel. No. 810-867-9821  
 Fax No.  
 E-mail: Last Payment: 9/29/2009 8,603.98

	WA1 WATER/SEWER PARO 1		0.00	0.00	0.00	0.00	0.00	0.00
	THE MEN'S WAREHOUSE Total:		0.00	0.00	0.00	0.00	0.00	0.60
	Prepaid:		-322.32					
	Balance:		-322.32					

0700-003732 SALLY'S ALLEY Master Occupant Id: 00000728-1 Suite: 025 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Day Due: 10  
 Contact: MR. JACK ALEXANDER  
 Tel. No. 508-520-3123  
 Fax No.  
 E-mail: Last Payment: 7/20/2009 4,862.94

TOO MUCH SPACE FOR SALES

12/30/2005	RNT Base Rent	CH	678.32	0.00	0.00	0.00	0.00	678.32
4/24/2006	CMM Annual Cam Expenses	CH	1,622.77	0.00	0.00	0.00	0.00	1,522.77
7/1/2006	RNT Base Rent	CH	726.65	0.00	0.00	0.00	0.00	726.65
12/1/2008	RNT Base Rent	CH	5,858.13	0.00	0.00	0.00	0.00	5,858.13
4/13/2007	CMM Annual Cam Expenses	CH	477.57	0.00	0.00	0.00	0.00	477.57
7/19/2007	TXY Annual Real Estate Taxes	CH	335.11	0.00	0.00	0.00	0.00	335.11
3/14/2008	CMM Annual Cam Expenses	CH	1,631.04	0.00	0.00	0.00	0.00	1,631.04
7/15/2008	TXY Annual Real Estate Taxes	CH	2,376.64	0.00	0.00	0.00	0.00	2,376.54
8/1/2008	RNT Base Rent	CH	3,905.62	0.00	0.00	0.00	0.00	3,905.62
8/1/2008	TXS Real estate tax estimate	CH	217.17	0.00	0.00	0.00	0.00	217.17

Invoiced Date	Category	Source	Amount	Current	30	60	90	120
3/24/2009	CMM Annual Cam Expenses	CH	295475	0.00	0.00	0.00	0.00	2,954.75
5/11/2009	WA1 WATER/SEWER - PARC 1	CH	14.80	0.00	0.00	0.00	0.00	14.80
7/1/2009	ESO Cam estimates	CH	832.00	0.00	0.00	0.00	632.00	0.00
7/1/2009	RNT Base Rent	CH	390582	6.00	0.00	0.00	3,905.62	0.00
7/1/2009	TXS Real estate tax estimate	CH	314.72	0.00	0.00	0.00	314.72	0.00
7/20/2009	TXY Annual Real Estate Taxes	CH	267404	0.00	0.00	0.00	2,674.04	0.00
7/29/2009	WA1 WATER/SEWER - PARC 1	CH	8.55	0.00	0.00	8.55	0.00	0.00
8/1/2009	ESC Cam estimates	CH	632.00	0.00	0.00	632.00	0.00	0.00
8/1/2009	RNT Base Rent	CH	390562	0.00	0.00	3,905.82	0.00	9.00
8/1/2009	TXS Real estate tax estimate	CH	314.72	0.00	0.00	314.72	0.00	0.00
9/1/2009	ESC Cam estimates	CH	632.00	0.00	832.00	0.00	0.00	0.00
9/1/2009	RNT Base Rent	CH	390562	0.00	3,905.62	0.00	0.00	0.00
9/1/2009	TXS Real estate tax estimate	CH	314.72	0.00	314.72	0.00	0.00	0.00
10/1/2009	ESC Cam estimates	CH	632.00	832.00	0.00	0.00	0.00	0.00
10/1/2009	RNT Base Rent	CH	390562	3,905.62	0.00	0.00	0.00	0.00
10/1/2009	TXS Real estate tax estimate	CH	314.72	314.72	0.00	0.00	0.00	0.00

CMM Annual Cam Expenses	6,588.13	0.00	0.00	0.00	0.00	6,586.13
ESC Cam estimates	2428.00	632.00	632.00	432.00	632.00	cop
RNT Base Rent	24,701.20	3,905.62	3,905.42	3,905.42	3,906.62	11,166.12
TXS Real estate tax estimate	1,474.05	314.72	314.72	314.72	314.72	217.17
TXY Annual Real Estate Taxes	5,385.76	0.00	0.00	0.00	2,674.04	2,711.76
WA1 WATER/SEWER - PARC 1	23.35	0.00	0.00	8.55	0.00	14.80

SALLY'S ALLEY Total: 42,790.82 4,852.34 4,852.34 4,860.89 7,528.38 20,698.57

0700-001576 PAPA GINO'S	Master Occupant Id: 00000720-2	Scale: 030	Current	Day Due
Monthly Rent	CAM Recovery	RETAX Recovery		10
Contact:				Delq Day
Tel. No.				
Fax No.				Last Payment
E mail:				10/12/2009 6,040.45

OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00
PAPA GINO'S Total:						
Prepaid:	0.00	0.00	0.00	0.00	0.00	0.00
Balance:				-571.28		-571.28

0700-000736 BANK OF AMERICA-MAW-602	Master Occupant Id: 100000730-1	Scale: 013	Current	Day Due
Monthly Rent	CAM Recovery	RETAX Recovery		10
Contact:				Delq Day
Tel. No.				
Fax No. 704-208-2635				Last Payment
E mail: cwsupplia@support.force.com/support				8/29/2009 18,458.70

PPR Prepaid Rent	0.00	0.00	0.00	0.00	0.00	0.00
WA1 WATER/SEWER - PARC 1	0.00	0.00	0.00	0.00	0.00	0.00
BANK OF AMERICA-MAW-602 Total:	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:	-626.24					
Balance:	-626.24					

0700-000737 REIYUEITEPPAN	Master Occupant Id: 00000731-1	Scale: 033	Current	Day Due
Monthly Rent	CAM Recovery	RETAX Recovery		10
Contact: SHIRLEY				Delq Day
Tel. No. 530-528-8850				
Fax No.				Last Payment

ENTITY: 0700

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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**0700-000740 - LONGHORN STEAKHOUSE, #5140** Master/Occupant Id: 00000731-1 Suite: 031 Current Day Due: 1

2/17/2009	WA1	WATER/SEWER - PARC 1	CH	1,371.40	0.00				
3/24/2009	CMM	Annual Cam Expenses	CH	1,603.08	0.00	0.00	0.00	0.00	1,371.40
6/1/2009	ESC	Cam estimates	CH	824.00	0.00	0.00	0.00	0.00	824.00
5/1/2009	RNT	Base Rent	CH	6,194.08	0.00	0.00	0.00	0.00	6,194.08
5/1/2009	TXS	Real estate tax estimate	CH	613.65	0.00	0.00	0.00	0.00	613.65
7/1/2009	ESC	Cam estimates	CH	824.00	0.00	0.00	0.00	0.00	824.00
7/1/2009	RNT	Base Rent	CH	7,327.50	0.00	0.00	0.00	7,327.50	0.00
7/1/2009	TXS	Real estate tax estimate	CH	613.65	0.00	0.00	0.00	613.65	0.00
7/5/2009	11M	MISCELLANEOUS	CH	510.00	0.00	0.00	0.00	510.00	0.00
7/5/2009	GRE	GREASE REMOVAL INCOM	CH	865.00	0.00	0.00	0.00	985.00	0.00
7/5/2009	GRE	GREASE REMOVAL INCOM	CH	1,198.00	0.00	0.00	0.00	1,198.00	0.00
8/1/2009	ESC	Cam estimates	CH	824.00	0.00	0.00	824.00	0.00	0.00
8/1/2009	RNT	Base Rent	CH	7,327.50	0.00	0.00	7,327.50	0.00	0.00
8/1/2009	TXS	Real estate tax estimate	CH	613.65	0.00	0.00	613.65	0.00	0.00
9/1/2009	ESC	Cam estimates	CH	824.00	0.00	0.00	0.00	0.00	0.00
9/1/2009	RNT	Base Rent	CH	7,327.50	0.00	813.65	0.00	0.00	0.00
9/1/2009	TXS	Real estate tax estimate	CH	613.65	0.00	813.65	0.00	0.00	0.00
10/1/2009	ESC	Cam estimates	CH	824.00	824.00	0.00	0.00	0.00	0.00
10/1/2009	RNT	Base Rent	CH	7,327.50	7,327.50	0.00	0.00	0.00	0.00
10/1/2009	TXS	Real estate tax estimate	CH	613.65	613.85	0.00	0.00	0.00	0.00

11M	MISCELLANEOUS	510.00	0.00	0.00	0.00	510.00	0.00	0.00	
Cv1M	Annual Cam Expenses	1,603.08	0.00	0.00	0.00	0.00	1,603.08	0.00	
ESC	Cam estimates	4,120.00	824.00	824.00	824.00	824.00	824.00	824.00	
GRE	GREASE REMOVAL INCOME	2,183.00	0.00	0.00	0.00	2,183.00	0.00	0.00	
RNT	Base Rent	35,504.08	7,327.50	7,327.50	7,327.50	7,327.50	6,194.08	0.00	
TXS	Real estate tax estimate	3,068.25	613.65	613.65	613.65	813.65	613.65	0.00	
WA1	WATER/SEWER - PARC 1	1,371.40	0.00	0.00	0.00	0.00	1,371.40	0.00	
REI YUE(TEPHAN Total):				48,359.81	8,765.15	8,765.15	8,765.15	11,458.15	10,606.21

0700-000740 - LONGHORN STEAKHOUSE, #5140 Master/Occupant Id: 00000731-1 Suite: 031 Current Day Due: 1

Monthly Rent: CAM Recovery: RETAX Recovery: Day Due: 1

Contact: TEE HUGGINS Delq Day: 10

Tel. No: (407) 246-1628

Fax No: (407) 246-6807

E-mail: T.HUGGINS@DARREN.COM

Last Payment: 10/19/2009 604.05

TXS	Real estate tax estimate	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LONGHORN STEAKHOUSE, #5140 Total:				0.00	0.00	0.00	0.00	0.00
Prepaid:				-994.95				
Balance:				-994.95				

0700-001385 - AAA SOUTHERN NEW ENGLAND-6177 Master/Occupant Id: 00000735-2 Suite: 032 Current Day Due: 3

Monthly Rent: CAM Recovery: RETAX Recovery: Day Due: 3

Contact: MR LLOYD ALBERT Delq Day: 3

Tel. No: 401-869-2000

Fax No:

E-mail:

Last Payment: 10/7/2009 8,045.76

WA1	WATER/SEWER - PARC 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AAA SOUTHERN NEW ENGLAND-6177 Tot:				0.00				
Prepaid:				66.60				
Balance:				-66.60	0.00	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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0700-0009513: Y. 7 MATTRESS DISCOUNTERS		Master Occupant Id: 00000738-2		Suite: 034		Inactive			
Monthly Rent		CAM Recovery		RETAX Recovery		Day Due: 1		Delq Day: 10	
Contact: Tel. No. 161-501-856		Fax No.		E mail:		Last Payment: 7/8/2008		8,501.43	
<b>VACATED / BANKRUPTCY</b>									
7/15/2008	TXY	Annual Real Estate Taxes	CH	636.88	0.00	0.00	0.00	0.00	636.88
8/1/2008	ESC	Cam estimates	CH	721.56	0.00	0.00	0.00	0.00	721.56
8/1/2008	RNT	Base Rent	CH	7,184.67	0.00	0.00	0.00	0.00	7,184.67
8/1/2008	TXS	Real estate tax estimate	CH	614.90	0.00	0.00	0.00	0.00	614.90
8/19/2008	WAI	WATER/SEWER - PARC 1	CH	8.30	0.00	0.00	0.00	0.00	8.30
9/1/2008	ESC	Cam estimates	CH	721.58	0.00	0.00	0.00	0.00	721.56
9/1/2008	RNT	Base Rent	CH	7,164.67	0.00	0.00	0.00	0.00	7,184.67
9/1/2008	TXS	Real estate tax estimate	CH	614.90	0.00	0.00	0.00	0.00	614.90
10/16/2008	LAT	LATE CHARGES	CH	457.32	0.00	0.00	0.00	0.00	457.32
				1,443.12	0.00	0.00	0.00	0.00	1,443.12
				457.32	0.00	0.00	0.00	0.00	457.32
				14,329.34	0.00	0.00	0.00	0.00	14,329.34
				1,229.80	0.00	0.00	0.00	0.00	1,229.80
				636.86	0.00	0.00	0.00	0.00	636.88
				8.30	0.00	0.00	0.00	0.00	8.30
MATTRESS DISCOUNTERS Total:				18,104.76	0.00	0.00	0.00	0.00	18,104.76

0700-000745: PANERA BREAD		Master Occupant Id: 00000739-1		Suite: 034		Current			
Monthly Rent		CAM Recovery		RETAX Recovery		Day Due: 1		Delq Day: 10	
Contact: Tel. No. 417-887-7877		Fax No.		E mail:		Last Payment: 10/5/2009		11,619.26	

CMM Annual Cam Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00
PANERA BREAD Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:		-151.77						
Balance:		-151.77						

0700-00130 T VOICE BOX		Master Occupant Id: 00000743-2		Suite: 043		Current			
Monthly Rent		CAM Recovery		RETAX Recovery		Day Due: 1		Delq Day: 10	
Contact: MR. R. Ngy SA WANT		Tel. No. 508-541-8008		Fax No.		E mail:		Last Payment: 9/29/2009	
<b>PAYING SHORT - MTRM</b>									

3/1/2009	RNT	Base Rent	CH	6.10	0.00	0.00	0.00	0.00	6.10
3/1/2009	TXS	Real estate tax estimate	CH	181.10	0.00	0.00	0.00	0.00	181.10
4/1/2009	ESC	Cam estimates	CH	185.97	0.00	0.00	0.00	0.00	165.97
4/1/2009	RNT	Base Rent	CH	6.10	0.00	0.00	0.00	0.00	6.10
4/1/2009	TXS	Real estate tax estimate	CH	181.10	0.00	0.00	0.00	0.00	181.10
5/1/2009	RNT	Base Rent	CH	405.43	0.00	0.00	0.00	0.00	405.43
6/1/2009	RNT	Base Rent	CH	405.43	0.00	0.00	0.00	0.00	405.43
7/1/2009	ESC	Cam estimates	CH	219.23	0.00	0.00	0.00	219.23	0.00
7/1/2009	RNT	Base Rent	CH	5.10	0.00	0.00	0.00	5.10	0.00
7/1/2009	TXS	Real estate tax estimate	CH	181.10	0.00	0.00	0.00	181.10	0.00
8/1/2009	ESC	Cam estimates	CH	219.23	0.00	0.00	219.23	0.00	0.00
8/1/2009	RNT	Base Rent	CH	5.10	0.00	0.00	5.10	0.00	0.00
8/1/2009	TXS	Real estate tax estimate	CH	181.10	0.00	0.00	181.10	0.00	0.00



Invoice Date	Category	Source	Amount	Current	30	60	90	120
9/11/2009	RNT Base Rent	CH	405.43	0.00	405.43	0.00	0.00	0.00
10/1/2009	ESC Cam estimates	CH	219.23	219.23	0.00	0.00	0.00	0.00
10/1/2009	RNT Base Rent	CH	2,027.11	2,027.11	0.00	0.00	0.00	0.00
10/1/2009	TXS Real estate tax estimate	CH	181.10	181.10	0.00	0.00	0.00	0.00
ESC Cam estimates			823.66	219.23	0.00	219.23	219.23	165.97
RNT Base Rent			3,265.80	2,027.11	405.43	5.10	5.10	823.06
TXS Real estate tax estimate			905.50	181.10	0.00	181.10	181.10	362.20
VOICE BOX Total:			4,994.96	2,427.44	405.43	405.43	405.43	1,351.23

0700-000750 CALIFORNIA NAILS Master Occupant Id: 00000744-1 Suite: 044 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Debt Day: 10  
 Contact: MS HELEN HONG Last Payment: 10/16/2009 2748.77  
 Tel. No: 508-520-9069  
 Fax No:  
 E mail:

OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CALIFORNIA NAILS Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:	-21.23						
Balance:	-21.23						

0700-000751 MAILBOXES (UPS) OLD Master Occupant Id: 00000745-1 Suite: 045 Inactive  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Debt Day: 10  
 Contact: MR. KEN WEBBER Last Payment: 4/8/2009 4,000.71  
 Tel. No: 508-520-3786  
 Fax No:  
 E mail:

OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAILBOXES (UPS) OLD Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:	-0.30						
Balance:	-0.30						

0700-000754 CURVES FOR WOMEN - PRR Master Occupant Id: 00000748-1 Suite: 050 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Debt Day: 10  
 Contact: CHLOE TORRES  
 Tel. No: 508-520-3786  
 Fax No:  
 E mail:  
 RENT RELIEF REQUESTED & DENIED  
 RENT RELIEF GRANTED  
 Last Payment: 10/16/2009 690.00

3/14/2008	OMM Annual Cam Expenses	CH	176.00	0.00	0.00	0.00	0.00	176.00
7/15/2008	TXY Annual Real Estate Taxes	CH	80.20	0.00	0.00	0.00	0.00	80.20
8/18/2008	WAS WATER/SEWER - PARC 3	CH	149.50	0.00	0.00	0.00	0.00	149.50
10/31/2008	WA3 WATER/SEWER - PARC 3	CH	66.60	0.00	0.00	0.00	0.00	66.60
2/17/2009	WA3 WATER/SEWER - PARC 3	CH	51.80	0.00	0.00	0.00	0.00	0.00
3/24/2009	OMM Annual Cam Expenses	CH	1,749.37	0.00	0.00	0.00	0.00	1,749.37
5/1/2009	RNT Base Rent	CH	1,751.70	0.00	0.00	0.00	0.00	1,751.70
5/1/2009	WA3 WATER/SEWER - PARC 3	CH	59.20	0.00	0.00	0.00	0.00	59.20
6/1/2009	RNT Base Rent	CH	1,751.70	0.00	0.00	0.00	0.00	1,751.70
7/1/2009	ESC Cam estimates	CH	232.02	0.00	0.00	0.00	232.02	0.00
7/1/2009	RNT Base Rent	CH	1,751.70	0.00	0.00	0.00	1,751.70	0.00
7/11/2009	TXS Real estate tax estimate	CH	217.30	0.00	0.00	0.00	217.30	0.00
7/10/2009	NSF - NSF FEES	CH	100.00	0.00	0.00	0.00	100.00	0.00
7/20/2009	TXY Annual Real Estate Taxes	CH	2,660.90	0.00	0.00	0.00	2,660.90	0.00
7/29/2009	WA1 WATER/SEWER - PARC 1	CH	68.40	0.00	0.00	68.40	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120	
8/1/2009	RNT	Base Rent	CH	1,751.70	0.00	0.00	1,751.70	0.00	0.00
8/1/2009	TXS	Real estate tax estimate	CH	217.30	0.00	0.00	217.30	0.00	0.00
9/1/2009	ESC	Cam estimates	CH	396.00	0.00	396.00	0.00	0.00	0.00
9/1/2009	RNT	Base Rent	CH	2,751.70	0.00	2,751.70	0.00	0.00	0.00
9/1/2009	TXS	Real estate tax estimate	CH	217.30	0.00	217.30	0.00	0.00	0.00
10/1/2009	ESC	Cam estimates	CH	396.00	396.00	0.00	0.00	0.00	0.00
10/1/2009	RNT	Base Rent	CH	3,751.70	3,751.70	0.00	0.00	0.00	0.00
10/1/2009	TXS	Real estate tax estimate	CH	217.30	217.30	0.00	0.00	0.00	0.00

CMM	Annual Cam Expenses		1,925.37	0.00	0.00	0.00	0.00	1,925.37
ESC	Cam estimates		1,024.02	396.00	396.00	0.00	232.02	0.00
NSF	NSF FEES		100.00	0.00	0.00	0.00	100.00	0.00
RNT	Base Rent		13,510.20	3,751.70	2,751.70	1,751.70	1,761.70	3,503.40
TXS	Real estate tax estimate		869.20	217.30	217.30	217.30	217.30	0.00
TXY	Annual Real Estate Taxes		2,741.10	0.00	0.00	0.00	2,660.90	80.20
WA1	WATER/SEWER - PARC 1		68.40	0.00	0.00	68.40	0.00	0.00
WA3	WATER/SEWER - PARC 3		327.10	0.00	0.00	0.00	0.00	327.10

CURVES FOR WOMEN - FRR Total: 20,565.35 4,365.00 3,365.00 2,037.40 4,961.92 5,886.07

0700-001637 SUN PRO Master Occupant Id: 00000799-2 Suite: 042 Current  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due  
 Contact: MR WAYNE CHEVIE Day Due: 10  
 Tel. No: 800-632-6657  
 Fax No: Last Payment: 8/8/2009 4,157.00  
 E Mail:

2/12/2009	NSF	NSF FEES	CH	100.00	0.00	0.00	0.00	100.00
2/17/2009	WSE	WATER/SEWER - PARC 3	CH	96.20	0.00	0.00	0.00	96.20
4/1/2009	ESC	Cam estimates	CH	350.76	0.00	0.00	0.00	350.78
5/1/2009	ESC	Cam estimates	CH	0.38	0.00	0.00	0.00	0.38
5/11/2009	WA3	WATER/SEWER - PARC 3	CH	118.70	0.00	0.00	0.00	118.70
7/20/2009	TXY	Annual Real Estate Taxes	CH	738.40	0.00	0.00	738.40	0.00
7/29/2009	WSE	WATER/SEWER - PARC 3	CH	164.25	0.00	0.00	164.25	0.00
9/1/2009	ESC	Cam estimates	CH	350.76	0.00	350.78	0.00	0.00
9/1/2009	RNT	Base Rent	CH	3,017.09	0.00	3,017.09	0.00	0.00
9/1/2009	TXS	Real estate tax estimate	CH	289.70	0.00	289.70	0.00	0.00
10/1/2009	ESC	Cam estimates	CH	350.76	350.76	0.00	0.00	0.00
10/1/2009	RNT	Base Rent	CH	3,017.09	3,017.09	0.00	0.00	0.00
10/1/2009	TXS	Real estate tax estimate	CH	289.70	289.70	0.00	0.00	0.00

ESC	Cam estimates		1,052.68	350.76	350.76	0.00	0.00	351.14
NSF	NSF FEES		100.00	0.00	0.00	0.00	0.00	100.00
RNT	Base Rent		6,034.16	3,017.09	3,017.09	0.00	0.00	0.00
TXS	Real estate tax estimate		579.40	289.70	289.70	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		738.40	0.00	0.00	0.00	738.40	0.00
WA3	WATER/SEWER - PARC 3		379.15	0.00	0.00	164.25	0.00	214.90

SUN PRO Total: 8,883.79 3,657.55 3,657.55 164.25 738.40 666.04

0700090757 7-1-11?XoLQgg-s6ay-BkApBAL3 49 Master Occupant Id: 00000751-1 Suite: 027 Current  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due  
 Contact: Day Due: 10  
 Tel. No:  
 Fax No: Last Payment: 2/10/2009 4,490.70  
 E Mail:

8/1/2009	ESC	Cam estimates	CH	0.00	0.00	0.00	0.00	0.00
10/5/2009	ESC	Cam estimates	NC	-0.00	-0.00	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
	ESSC Cam estimates		0.00	-0.70	0.00	0.70	0.00	0.00
	THRUXOLOGIE SALON-BLACBAR LIC Totals		0.00	-0.70	0.00	0.70	0.00	0.00

0700-001885	DR. JAMILA KHALIL	Master Occupant Id: 00000757-2	Suite: OA219	Current	Day Due: 1			
Monthly Rent:	GAM Recovery	RETAX Recovery			Delq Day: 10			
Contact: DR. JAMILA KHALIL					Last Payment: 10/12/2009			
Tel. No.: 508-941-8898					3,114.42			
Fax No.								
E-mail:								
10/1/2009	RNT Base Rent	CH	3,114.42	3,114.42	0.00	0.00	0.00	0.00
	RNT Base Rent		3,114.42	3,114.42	0.00	0.00	0.00	0.00
	DR. JAMILA KHALIL Total:		3,114.42	3,114.42	0.00	0.00	0.00	0.00

0700-002745	CHEMICAL SOLUTIONS	Master Occupant Id: 00000780-3	Suite: OA212	Current	Day Due: 1			
Monthly Rent:	GAM Recovery	RETAX Recovery			Delq Day: 10			
Contact: MR. ROBERT ENGLISH					Last Payment: 9/24/2009			
Tel. No.: 808-820-3960					70.22			
Fax No.								
E-mail:								
9/30/2009	RNT Base Rent	CH	70.22	70.22	0.00	0.00	0.00	0.00
	RNT Base Rent		70.22	70.22	0.00	0.00	0.00	0.00
	CHEMICAL SOLUTIONS Total:		70.22	70.22	0.00	0.00	0.00	0.00

0700-002151	LOGIC VISION	Master Occupant Id: 00000788-2	Suite: OB204	Current	Day Due: 1			
Monthly Rent:	GAM Recovery	RETAX Recovery			Delq Day: 10			
Contact:					Last Payment: 8/12/2009			
Tel. No.					2,603.89			
Fax No.								
E-mail:								
9/1/2009	RNT Base Rent	CH	2,603.89	0.00	2,603.89	0.00	0.00	0.00
10/1/2009	RNT Base Rent	CH	2,603.89	2,603.89	9.00	0.00	0.00	0.00
	RNT Base Rent		5,207.78	2,603.89	2,603.89	0.00	0.00	0.00
	LOGIC VISION Total:		6,207.78	2,603.89	2,603.89	0.00	0.00	0.00

0700-002420	NEXT LEVEL CAYRAUD	Master Occupant Id: 00000789-2	Suite: OB203	Current	Day Due: 1			
Monthly Rent:	GAM Recovery	RETAX Recovery			Delq Day: 10			
Contact: CP: 541NW-16Y. ID					Last Payment: 8/28/2009			
F416: * S9 53 T 4					4,218.54			
LXN								
4/8/2009	RNT Base Rent	NC	-0.70	0.00	0.00	0.00	0.00	-0.70
	RNT Base Rent		-0.70	0.00	0.00	0.00	0.00	-0.70
	NEXT LEVEL CAYRAUD Total:		-0.70	0.00	0.00	0.00	0.00	-0.70

0700-002072	STRATA-BANK-MIDDLESEX SAV. Vnc	Master Occupant Id: 00000771-2	Suite: OB207	Inactive	Day Due: 1
Monthly Rent:	GAM Recovery	RETAX Recovery			Delq Day: 10
Contact: BRUCE S. WEISBERG					
Tel. No.: (608) 560-5555					

Database: CEDARSHOPC1K	Aged Delinquencies	Page: 21
ENITY: 0/00	Cedar Shopping Centers	Date: 10/22/2009
	FRANKLIN VILLAGE	Time: 05:12 PM
	Date: 10/22/2009	

Invoice Date	Category	Source	Amount	Current	JJ	CO	9U	14J
Fax No: (508) 520-9883 E-mail:								
10/1/2009	ESC	Cam estimates	CH	0.01	0.01	0.00	0.00	0.00
10/16/2009	ESC	Cam estimates	NC	0.01	4.01	0.00	0.00	0.00
10/19/2009	OTH	OTHER INCOME	CH	50,000.00	50,000.00	0.00	0.00	6.00
	ESC	Cam estimates		0.00	0.00	0.00	0.00	0.00
	OTH	OTHER INCOME		50,000.00	50,000.00	0.00	0.00	0.00
	STRATA BANK-IDOLESEX SAV.		Vac. Total	80,000.00	50,000.00	0.00	0.00	0.00
			Prepaid:	50,000.00				
			balance:	0.00				

0700-000778 KENDIG RATCLIFFE Master Occupant Id: 00000778-1 Suite: OB209 Current Monthly Rent: CAM Recovery RETAX Recovery Day Due: 1 Delq Day: 10 Contact: MR. KENDIG RATCLIFFE Tel. No: 508-520-0443 Fax No: E-mail: Last Payment: 9/23/2009 3,289.88								
9/1/2009	RNT	Base Rent	CH	0.01	0.00	0.01	0.00	0.00
RNT	Base Rent			0.01	0.00	0.01	0.00	0.00
KENDIG RATCLIFFE Total:				0.01	0.00	0.01	0.00	0.00

0700-001335 GILMORE REES & CARLSON Master Occupant Id: 00000778-2 Suite: OB305 Current Monthly Rent: CAM Recovery RETAX Recovery Day Due: 1 Delq Day: 10 Contact: MR. RAUL CHELI Tel. No: 508-520-2400 Fax No: E-mail: Last Payment: 10/12/2009 21,820.97								
4/13/2009	SPL	PLUMBING	CH	392.20	0.00	0.00	0.00	392.20
SPL	PLUMBING			392.20	0.00	0.00	0.00	392.20
GILMORE REES & CARLSON Total:				392.20	0.00	0.00	0.00	392.20

0700-000228 JEPSKY AND SACK Master Occupant Id: 00000778-3 Suite: OB102 Current Monthly Rent: CAM Recovery RETAX Recovery Day Due: 1 Delq Day: 10 Contact: MR. WILLIAM SACK Tel. No: 508-520-3300 Fax No: E-mail: Last Payment: 9/25/2009 3,590.86								
7/17/2008	RNT	Base Rent	CH	102.12	0.00	0.00	0.00	102.12
7/16/2009	RNT	Base Rent	CH	55.10	0.00	0.00	0.00	55.10
RNT	Base Rent			157.22	0.00	0.00	0.00	157.22
JEPSKY AND SACK Total:				157.22	0.00	0.00	0.00	157.22

0700-001044 SPRINT-NEXTEL MA2065A Master Occupant Id: 00001160-1 Suite: TOWER Current Monthly Rent: CAM Recovery RETAX Recovery Day Due: 1 Delq Day: 10 Contact: JEAN TRACHUK Tel. No: (781) 270-3976 Fax No: (781) 270-3915 E-mail: Last Payment: 10/8/2009 1,466.91								
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ENTITY: 0700

Invoice Date	Category	Source	Amount	Current	30	60	90	120
	RNT	Base Rent	0.00	0.00	0.00	0.00	0.00	0.00
	SPRINT NEXTEL, MA2055A Total:		0.00	0.00	0.00	0.00	0.00	0.00
		Prepaid:	-3,82					
		Balance:	-3,82					

0700-001002 TEAM FITNESS FRANKLIN		Master Occupant Id: 00001802-1		Suite: 018		Current		Day Due
Monthly Rent	CAM Recovery	RETAX Recovery						Day Due
								10/8/2009
								16,042.00
3/24/2009	GMM	Annual Cam Expenses	CH	11,252.00	0.00	0.00	0.00	11,252.00
7/20/2009	TXY	Annual Real Estate Taxes	CH	8,659.29	0.00	0.00	0.00	8,659.29
7/29/2009	WA1	WATER/SEWER - PARC 1	CH	1,293.75	0.00	0.00	1,293.75	0.00
CMM Annual Cam Expenses				11,252.90	0.00	0.00	0.00	11,252.90
TXY Annual Real Estate Taxes				8,659.29	0.00	0.00	8,659.29	0.00
WA1 WATER/SEWER - PARC 1				1,293.75	0.00	0.00	1,293.75	0.00
TEAM FITNESS FRANKLIN Total:				21,205.94	0.00	0.00	1,293.75	8,659.29

0700-902291 VILLA TRADING CO/TERRAZZA HOME		Master Occupant Id: 00001612-1		Suite: 024		Current		Day Due
Monthly Rent	CAM Recovery	RETAX Recovery						Day Due
								10/8/2009
								6,090.00
3/1/2009	ESC	Cam estimates	CH	45.00	0.00	0.00	0.00	45.00
7/20/2009	TXY	Annual Real Estate Taxes	CH	2,992.73	0.00	0.00	0.00	2,992.73
10/1/2009	ESC	Cam estimates	CH	1,469.00	1,469.00	0.00	0.00	0.00
10/1/2009	RNT	Base Rent	CH	3,248.33	3,248.33	0.00	0.00	0.00
10/1/2009	TXS	Real estate tax estimate	CH	890.00	890.00	0.00	0.00	0.00
ESC Cam estimates				1,514.00	1,489.00	0.00	0.00	45.00
RNT Base Rent				3,248.33	3,248.33	9.00	0.00	0.00
TXS Real estate tax estimate				890.00	890.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes				2,952.73	0.00	0.00	2,992.73	0.00
VILLA TRADING CO/TERRAZZA HOME Tot				8,645.08	5,607.33	0.00	0.00	2,992.73

0700-002341 ARTHUR PAPPAS		Master Occupant Id: 00001836-1		Suite: 0203		Current		Day Due
Monthly Rent	CAM Recovery	RETAX Recovery						Day Due
								10/8/2009
								1,439.37
								0.00
10/1/2009	RNT	Base Rent	CH	1,439.37	1,439.37	0.00	0.00	0.00
10/8/2009	NSF	NSF FEES	CH	100.00	100.00	0.00	0.00	0.00
NSF NSF FEES				100.00	100.00	0.00	0.00	0.00
RNT Base Rent				1,439.37	1,439.37	0.00	0.00	0.00
ARTHUR PAPPAS Total:				1,539.37	1,539.37	0.00	0.00	0.00

Database: CFDARSHOPCTR	Apert/Delina Jeniec Cedar Shopping Centers	Date: 10/22/2009
ENTITY: 0700	FRANKLINVILLE Date: 10/22/2009	Time: 05:12 PM

Invoice Date	Category	Source	Amount	Current	30	60	90	120	
<b>0700-002392</b> YOUNG'S KIM & OK MI KIM -cleaning Master Occupant Id: 00001661-1 Suite: 047 Current Day Due: 1 Monthly Rent CAM Recovery RETAX Recovery Debt Day: 5 Contact: YOUNG'S KIM & OK MI KIM Last Payment: 10/2/2009 2,809.91 Tel No: Fax No: E mail:									
3/5/2009	ELC	ELECTRIC CHARGE	CH	123.06	0.00	0.00	0.00	0.00	123.06
3/13/2009	ELC	ELECTRIC CHARGE	CH	405.04	0.00	0.00	0.00	0.00	405.04
ELC	ELECTRIC CHARGE			528.10	0.00	0.00	0.00	0.00	528.10
YOUNG S KIM & OK MI KIM -cleaning Total:				528.10	0.00	0.00	0.00	0.00	528.10
Prepaid:				-276.69					
Balance:				251.41					

Invoice Date	Category	Source	Amount	Current	30	60	90	120	
<b>0700-002490</b> GAMESTOP, INC # 0541 Master Occupant Id: 00001897-1 Suite: 022 Current Day Due: 1 Monthly Rent CAM Recovery RETAX Recovery Debt Day: 5 Contact: LORIE TIERNEY Last Payment: 10/2/2009 6,463.06 Tel No: (817) 722-7270 Fax No: (817) 722-7449 E mail:									
7/20/2009	TXY	Annual Real Estate Taxes	CH	114.24	0.00	0.00	0.00	0.00	114.24
TXY	Annual Real Estate Taxes			114.24	0.00	0.00	0.00	0.00	114.24
GAMESTOP, INC # 0541 Total:				114.24	0.00	0.00	6.06	114.24	0.00

11M	MISCELLANEOUS			510.00	0.00	0.00	0.00	510.00	0.00
SPL	PLUMBING			392.20	0.00	0.00	0.00	0.00	392.20
WM	Annual Cam Expenses			16,787.20	0.00	0.00	0.00	0.00	16,787.20
ELC	ELECTRIC CHARGE			528.10	0.00	0.00	0.00	0.00	528.10
ESC	Cam estimates			14,025.12	3,890.35	2,203.89	1,675.93	1,907.90	4,347.05
GRE	GREASE REMOVAL INCOME			2,183.00	0.00	0.00	0.00	2,183.00	0.00
LAT	LATE CHARGES			1,292.35	0.00	0.00	0.00	0.00	1,292.35
NSF	NSF FEES			300.00	100.00	0.00	0.00	100.00	100.00
OCR	PAYMENT TO OPEN CREDIT			0.00	0.00	0.00	0.00	0.00	0.00
OTH	OTHER INCOME			50,000.00	50,000.00	0.00	0.00	0.00	0.00
PPR	Prepaid Rent			0.00	0.00	0.00	0.00	0.00	0.00
RAM	REPAIRS & MAINTENANCE			7,484.50	0.00	0.00	0.00	0.00	7,484.50
RNT	Base Rent			147,396.45	30,505.25	20,011.24	12,989.92	13,045.02	70,845.02
TXS	Real estate tax estimate			10,675.60	2,729.37	1,658.27	1,326.77	1,328.77	3,634.42
TXY	Annual Real Estate Taxes			21,818.51	0.00	0.00	0.00	17,839.82	3,978.69
WAL	WATER/SEWER - PARC 1			2,652.70	0.00	0.00	1,370.70	0.00	1,282.00
WA3	WATER/SEWER - PARC 3			706.25	0.00	0.00	164.25	0.00	542.00
ENTITY 0700 Total:				276,731.98	87,224.97	23,873.40	17,527.57	36,912.51	111,193.53
Prepaid:				-55,824.78					
Balance:				220,907.20					

Invoice Date	Category	Source	Amount	Current	JU	TU	W	TH
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0600-000758 OLYMPIA SPORT CENTER, INC. Master Occupant Id: 00000750-1 Suite: 009 Inactive  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: -1  
 Contact: Ginny Mearns Day Due: 10  
 Tel. No: (202) 854-2704 ex. 1000  
 Fax No: 1000  
 E-mail: 1000  
 10/5/2009 5,465.05

12/23/2008	TXY	Annual Real Estate Taxes	CH	33.74	0.00	0.00	0.00	0.00
9/23/2009	CMM	Annual Cam Expenses	NC	-760.58	-760.58	0.00	0.00	0.00

CMM	Annual Cam Expenses	-760.58	-760.58	0.00	0.00	0.00	0.00
OCR	PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00
TXS	Real estate tax estimate	0.00	0.00	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes	33.74	0.00	0.00	0.00	0.00	33.74

OLYMPIA SPORT CENTER, INC. Total: -726.84 -760.58 0.00 0.00 0.00 33.74  
 Prepaid: -36.46  
 Balance: -763.30

0600-000788 STAPLES OFFICE SUPERSTORE, 299 Master Occupant Id: 00000788-1 Suite: 007 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10  
 Contact: Cheryl Smith Susan Goeller Day Due: 10  
 Tel. No: (608) 263-7391 (608) 758-8888  
 Fax No: (608) 263-8866 (608) 758-8888  
 E-mail: cheryl.smith@staples.com susan.goeller@staples.com  
 Last Payment: 10/13/2009 31,063.34

9/23/2009	CMM	Annual Cam Expenses	NC	-1,683.83	-1,683.83	0.00	0.00	0.00
	CMM	Annual Cam Expenses		-1,683.83	-1,683.83	0.00	0.00	0.00
	TXY	Annual Real Estate Taxes		0.00	0.00	0.00	0.00	0.00

STAPLES OFFICE SUPERSTORE, 299 Tots: -1,883.83 -1,683.83 0.00 0.00 0.00 0.00  
 Prepaid: -33.91  
 Balance: -1,717.74

0600-000791 JACKSON HEWITT TAX SERVICE Master Occupant Id: 00000791-1 Suite: 021 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10  
 Contact: Kathy Zay Day Due: 10  
 Tel. No: (870) 327-0404  
 Fax No: 1000  
 E-mail: 1000  
 Last Payment: 10/5/2009 1,909.03

9/23/2009	CMM	Annual Cam Expenses	NC	-171.30	-171.30	0.00	0.00	0.00
9/23/2009	INY	INSURANCE YEARLY	CH	28.85	28.85	0.00	0.00	0.00

CMM	Annual Cam Expenses	-171.30	-171.30	0.00	0.00	0.00	0.00
INY	INSURANCE YEARLY	28.85	28.85	0.00	0.00	0.00	0.00

JACKSON HEWITT TAX SERVICE Total: -142.45 -142.45 0.00 0.00 0.00 0.00

0600-001540 RAYLESS SHOESOURCE 4054 Master Occupant Id: 0000276-2 Suite: 016 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10  
 Contact: Alrah Roberts Rob Seitz Day Due: 10  
 Tel. No: (785) 270-7821 (785) 388-7888 (785) 270-7888  
 Fax No: (785) 388-7850 (785) 388-7850  
 E-mail: alrah@rayless.com rob@rayless.com  
 Last Payment: 10/5/2009 4,627.63

9/23/2009	CMM	Annual Cam Expenses	CH	153.12	153.12	0.00	0.00	0.00
9/23/2009	INY	INSURANCE YEARLY	CH	343.55	343.56	0.00	0.00	0.00
9/25/2009	TXY	Annual Real Estate Taxes	CH	1,110.08	1,110.08	0.00	0.00	0.00
9/25/2000	TXY	Annual Real Estate Taxes	CH	2,346.50	2,346.50	0.00	0.00	0.00

Invoice Date Category Source Amount Current SU BU SU L&U

CMM Annual Cam Expenses	153.12	153.12	0.00	0.00	0.00	0.00	0.00
INY INSURANCE YEARLY	343.55	343.55	0.00	0.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes	3,456.56	3,456.56	0.00	0.00	0.00	0.00	0.00
<b>PAYLESS SHOESOURCE 4054 Total:</b>	<b>3,953.25</b>	<b>3,953.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

016278:231ZNM AX Master Occupant Id: 000276-1 Suite: 022 Current Day Due: 10/22/2009  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due: 10/22/2009  
 Contact: Steve Kinner  
 Tel No: 14.0  
 9/30/2009 Last Payment: 10/2/2009 2,193.24  
 9/23/2009 CMM Annual Cam Expenses NC -119.04 -119.04 0.00 0.00 0.00 0.00  
 INY INSURANCE YEARLY CH 119.04 119.04 0.00 0.00 0.00 0.00

CMM Annual Cam Expenses	-119.04	-119.04	0.00	0.00	0.00	0.00	0.00
INY INSURANCE YEARLY	119.04	119.04	0.00	0.00	0.00	0.00	0.00
VISIONMAX 1081:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

0500-000888 RENT-A-CENTER, INC #2095 Master Occupant Id: 000277-2 Suite: 004 Inactive Day Due: 10/22/2009  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due: 10/22/2009  
 Contact: Rose Saunders  
 Tel No: (800) 422-9451 (972) 801-1286  
 Fax No:  
 E-mail: rosemarie.saunders@rentacenter.com Last Payment: 7/22/2009 4,789.62  
 3/8/2007 CMM Annual Cam Expenses NC -5.60 0.00 0.00 0.00 0.00 -5.60  
 CMM Annual Cam Expenses -5.60 0.00 0.00 0.00 0.00 -5.60  
 PPR Prepaid Rent 0.00 0.00 0.00 0.00 0.00 0.00  
 RENT-A-CENTER, INC #2096 Total: -5.60 0.00 0.00 0.00 0.00 -5.60  
 Prepaid: -133.11  
 Balance: -138.71

0500-002574 RENT-A-CENTER, INC #2096 8109 Master Occupant Id: 000277-3 Suite: 004 Current Day Due: 10/22/2009  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due: 10/22/2009  
 Contact: Rose Saunders  
 Tel No: (800) 422-9451 (972) 801-1286  
 Fax No:  
 E-mail: rosemarie.saunders@rentacenter.com Last Payment: 10/2/2009 4,897.95  
 Annual Cam Expenses NC -1,195.08 -1,195.08 0.00 0.00 0.00 0.00  
 INSURANCE YEARLY CH 161.73 161.73 0.00 0.00 0.00 0.00  
 CMM Annual Cam Expenses -1,195.08 -1,195.08 0.00 0.00 0.00 0.00  
 INY INSURANCE YEARLY 161.73 161.73 0.00 0.00 0.00 0.00  
 RENT-A-CENTER, INC #2096 8109 Total: -1,033.35 -1,033.35 0.00 0.00 0.00 0.00

0500-001172 RENT-WAY, INC #04592 Master Occupant Id: 000278-2 Suite: 014 Current Day Due: 10/22/2009  
 Monthly Rent: CAM Recovery RETAX Recovery Day Due: 10/22/2009  
 Contact: Robert Dabrown  
 Tel No: (972) 801-1741 (972) 801-1286  
 Fax No:  
 E-mail: robert.dabrown@rentway.com Last Payment: 10/2/2009 4,052.66  
 9/23/2009 CMM Annual Cam Expenses NC -1,212.39 -1,212.39 0.00 0.00 0.00 0.00  
 0/23/2009 INY INSURANCE YEARLY CH 186.02 186.02 0.00 0.00 0.00 0.00



Invoice Date	Category	Source	Amount	Current	30	60	90	120
	CMM Annual Cam Expenses		-1,212.39	-1,212.39		0.00	0.00	0.00
10/23/2009	INSURANCE YEARLY		186.02	186.02		0.00		
RENT-WAY, INC #04582 Total:			-1,026.37	-1,026.37	8.00	0.00	0.00	0.00

0660-007386s 3ALTY Master Occupant Id: 000279-2 Suite: 015 Current  
 TALK COCA... RETAX Recovery Day Due: 1  
 Hall Anaya Date Day: 10  
 to 898-7613  
 SALLY BEAUTY SUPPLY #1033 Total: 44.39 44.39 0.00 0.00 0.00 0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
9/23/2009	CMM Annual Cam Expenses	CH	36.81	38.81	0.00	0.00		
9/23/2009	INSURANCE YEARLY	CH	7.58	7.58	0.00	0.00		
SALLY BEAUTY SUPPLY #1033 Total:			44.39	44.39	0.00	0.00		

0600-000280 XUN ZHENG/JINXING YANG Master Occupant Id: 000280-1 Suite: 027 Current  
 onapkbcc U: Tbk0 6&itk RETAX Recovery Day Due: 1  
 Contact: Cindy Date Day: 10  
 Tel. No: (570) 322-1835 (917) 214-7358  
 Fax No: Last Payment: 10/9/2009 12,447.23  
 E mail: 911167000 7,095.21

Invoice Date	Category	Source	Amount	Current	30	60	90	120
3/61/2007	CMM Annual Cam Expenses	NC	-423.49	0.00	0.00	0.00	0.00	-423.49
3/8/2007	INSURANCE YEARLY	NC	0.00	0.00	0.00	0.00	0.00	-67.54
9/23/2009	CMM Annual Cam Expenses	NC	-830.71	-830.71	0.00	0.00	0.00	0.00
9/23/2009	INSURANCE YEARLY	CH	130.08	139.98	-0.00	0.00	0.00	0.00
XUN ZHENG/JINXING YANG Total:			-1,181.76	-690.73	0.00	0.00	0.00	-491.03

0600-000300 NCAS OF PENNSYLVANIA, LLC 5360 Master Occupant Id: 000281-2 Suite: 013 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 1  
 Contact: Angela Hurter Date Day: 10  
 Tel. No: (864) 342-6748 Stephanie Joray  
 Fax No: (864) 333-7419 Last Payment: 5/30/2009 825.46  
 E mail: ahurter@advantecreativa.com stepjoray@advantecreativa.net

Invoice Date	Category	Source	Amount	Current	30	60	90	120
	OCR PAYMENT TO OPEN CREDIT		0.00	0.00	0.00	0.00	0.00	0.00
	Prepaid Rent		0.00	0.00	0.00	8.00	0.00	0.00
NCAS OF PENNSYLVANIA, LLC 5360 Total:			0.00	0.00	0.00	0.00	0.00	0.00
Prepaid:			1,442.62					
Balance:			-1,442.62					

099029411 BtdCKBUS TER VIDEO #00435 Master Occupant Id: 000282-2 Suite: 026 Current  
 CAM Recovery RETAX Recovery Day Due: 1  
 Contact: Teresa Franklin Date Day: 10  
 Tel. No: (972) 683-8133 Last Payment: 10/9/2009 13,000.41

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Database: CEDARSHOPCTR	Acct Delinquencies Cedar Shopping Centers	Page: 8 Date: 10/22/2009						
ENTITY: 0600	I OYA PLAZA Date: 10/22/2009	Time: 05:12 PM						
Invoice Date	Category	Source	Amount	Current	30	60	90	120

OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	am
RI COXRI ISTR VIDFO #90435 Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	uu
Repaid:	-1.93							
Balance:	-1.93							

0600-091550 RADIO SHACK-012139	Master Occupant Id: 000283-2	Suite: 003	Current				
Monthly Rent:	CAM Recovery	RETAX Recovery	Day Due				
Contact: <b>Fleet # 2-772</b>			Delq Day: 10				
Tel N: 415.99							
Fax: (877) 415-0949							
E-mail: <b>mscar@rta.com</b>			Last Payment: 10/6/2009 -4,724.00				
9/23/2009 CMM Annual Cam Expenses	NC	-147.79	-147.79	0.00	0.00	0.00	uu
CMM Annual Cam Expenses		-147.79		0.00	0.00	0.00	uu
RADIO SHACK-012139 Total:		-147.79	-147.79	0.00	0.00	0.00	uu

0600-000948 PA LIQUOR CONTROL BOARD	Master Occupant Id: 000264-2	Suite: 002	Current				
Monthly Rent:	CAM Recovery	RETAX Recovery	Day Due				
Contact: <b>Kristy McGraw</b>			Delq Day: 10				
Tel. No. <b>717-41-798</b>							
E-mail: <b>4kmoody@calwebills.com</b>			Last Payment: 725.00				
9/11/2009 RNT Base Rent	CH	5,725.00	0.00	5,725.00	0.00	0.00	
9/25/2009 TXY Annual Real Estate Taxes	CH	2,683.48	2,683.48	0.00	0.00	0.00	
10/1/2009 RNT Base Rent	CH	5,725.00	5,725.00	0.00	0.00	0.00	
RNT Base Rent		11,450.00	5,725.00	0.00	0.00	0.00	
TXY Annual Real Estate Taxes		2,683.48	2,683.48	0.00	0.00	0.00	
PA LIQUOR CONTROL BOARD Total:		14,133.48	8,408.48	5,725.00	0.00	0.00	0.00

0600-000978 WESTERN AUTO SUPPLY CO #105813	Master Occupant Id: 000265-2	Suite: 002	Current				
Monthly Rent:	CAM Recovery	RETAX Recovery	Day Due				
Contact: <b>Pamela Simms</b>			Delq Day: 10				
Tel: <b>Mehta Tel. -k1 ...'046)</b>							
Fax No: <b>1-9348</b>			Last Payment: 0.00				
E-mail: <b>JUST...@westernautosupply.com</b>							
12/3/2000 CMM Annual Cam Expenses	NC	-933.58	-933.58	0.00	0.00	0.00	
9/23/0980 INY INSURANCE YEARLY	CH	1,914.98	1,914.98	0.00	0.00	0.00	
9/25/2000 TXY Annual Real Estate Taxes	CH	3,807.00	3,807.00	0.00	0.00	0.00	
11/25/2000 TXY Annual Real Estate Taxes	CH	8,047.31	8,047.31	0.00	0.00	0.00	
CMM Annual Cam Expenses		-933.58	-933.58	0.00	0.00	0.00	0.00
INY INSURANCE YEARLY		1,914.98	1,914.98	0.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes		11,854.31	11,854.31	0.00	0.00	0.00	0.00
WESTERN AUTO SUPPLY CO #105813 Tot		12,855.71	12,855.71	0.00	0.00	0.00	0.00

0600-000286 DOLLAR TREE STORES, INC-027	Master Occupant Id: 000286-1	Suite: 009	Current				
Monthly Rent:	CAM Recovery	RETAX Recovery	Day Due				
Contact: <b>Alvige Klerer</b>			Delq Day: 10				
Tel. No. <b>(757) 321-5347</b>							
Fax No. <b>(757) 321-0400</b>							
E-mail: <b>aklerer@dollarstore.com</b>			Last Payment: 10/22/2009 -10,664.55				
9/23/2009 CMM Annual Cam Expenses	NC	-2,449.29	-2,449.29	0.00	0.00	0.00	0.00

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ENTITY: 0600

Invoice date	Category	Source	Amount	Current	30	60	90	120
9/23/2009	INY INSURANCE YEARLY	CH	640.51	640.51	0.00	0.00	0.00	0.00
	CMM Annual Cam Expenses		-2,449.29	-2,449.29	0.00	0.00	0.00	0.00
	INY INSURANCE YEARLY		640.51	640.51	0.00	0.00	0.00	0.00
DOLLAR TREE STORES, INC-027 Total:			-1,808.78	-1,808.78	0.00	0.00	0.00	0.00

0609-00809-77-TEPIK-CORPASO 78 Master Occupant Id: 0002872 Suffix: 011 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10-1  
 Contact: LINDAYE [illegible] Day Due: 10-1  
 Tel No: 0.465-177  
 Fax No: (952) 995-3157  
 E mail: [illegible] Last Payment: 09/12/09  
 Balance: 2,688.10

9/23/2009	CMM Annual Cam Expenses	NO	-705.71	-705.71	0.00	0.00	0.00	0.00
9/23/2009	INY INSURANCE YEARLY	CH	97.01	97.01	0.00	0.00	0.00	0.00
	CMM Annual Cam Expenses		-705.71	-705.71	0.00	0.00	0.00	0.00
	INY INSURANCE YEARLY		97.01	97.01	0.00	0.00	0.00	0.00
	PPR Prepaid Rent		0.00	0.00	0.00	0.00	0.00	0.00
REGIS CORP, 465079 Total:			-608.70	-608.70	0.00	0.00	0.00	0.00
Prepaid:			-11.04					

0800-000289 WILLIAMSPORT NATIONAL BANK Master Occupant Id: 0002851 Suffix: 024 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10-1  
 Contact: Bob Lopez Day Due: 10-1  
 Tel No: (717) 825-6249  
 Fax No: (717) 825-4065  
 E mail: bob.lopez@usbbank.com  
 LUMP SUM JUST BILLED  
 Last Payment: 09/17/09

9/25/2009	TXY Annual Real Estate Taxes	CH	5,398.41	8,398.41	0.00	0.00	0.00	0.00
9/25/2009	TXY Annual Real Estate Taxes	CH	8,028.08	3,020.96	0.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes			9,426.37	0,425.37	0.00	0.00	0.00	0.00
WILLIAMSPORT NATIONAL BANK Total:			9,426.37	9,425.37	0.00	0.00	0.60	0.00

0609-00809-77-TEPIK-CORPASO 78 Master Occupant Id: 0002872 Suffix: 011 Current  
 Monthly Rent CAM Recovery RETAX Recovery Day Due: 10-1  
 Contact: Martin Jan Inq: 557 Day Due: 10-1  
 Tel No: [illegible]  
 Fax No: [illegible]  
 E mail: [illegible] Last Payment: 09/12/09  
 Balance: -619.74

9/23/2009	CMM Annual Cam Expenses	NC	-186.66	-185.66	0.00	0.00	0.00	0.00
9/23/2009	INY INSURANCE YEARLY	CH	15.79	15.79	0.00	0.00	0.00	0.00
10/1/2009	ESC Cam estimates	CH	101.01	101.01	0.00	0.00	0.00	0.00
10/1/2009	INS INSURANCE	CH	24.24	24.24	0.00	0.00	0.00	0.00
10/1/2009	RNT Base Rent	CH	1,480.00	1,480.00	0.00	0.00	0.00	0.00
10/1/2009	TXS Real estate tax estimate	CH	116.07	116.07	0.00	0.00	0.00	0.00
	CMM Annual Cam Expenses		-186.66	-188.66	0.00	0.00	0.00	0.00
	ESC Cam estimates		101.01	101.01	0.00	0.00	0.00	0.00
	INS INSURANCE		24.24	24.24	0.00	0.00	0.00	0.00
	INY INSURANCE YEARLY		15.79	15.79	0.00	0.00	0.00	0.00
	CCR PAYMENT TO OPEN CREDIT		0.00	0.00	0.00	0.00	0.00	0.00
	RNT Base Rent		1,480.00	1,480.00	0.00	0.00	0.00	0.00
	TXS Real estate tax estimate		116.07	116.07	0.00	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
MARK JENNINGS 111 Total:			1,550.45	1,550.45	0.00	0.00	0.00	0.00
Prepaid:			-50.00					
Balance:			1,500.45					

0600-002394 VERIZON WIRELESS/CELLCO Master Occupant Id: 0002924 Suffix: 012 Current

Monthly Rent: CAM Recovery RETAX Recovery Day Due: 11  
 Paid Day: 10

Contact: ABRIL MILLER  
 Tel. No: (813) 246-3396  
 Fax No: (813) 246-3396  
 E-mail: Last Payment: 18/2/2009 +4,476.58

9/23/2009	CMM Annual Cam Expenses	NC	-1,212.38	-1,212.38	0.00	0.00	0.00	0.00
9/23/2009	MY INSURANCE YEARLY	CFI	186.03	188.03	0.00	0.00	0.00	0.00
CMM Annual Cam Expenses			-1,212.38	-1,212.38	0.00	0.00	0.00	0.00
INSURANCE YEARLY			186.03	1430.03	0.00	0.00	0.00	0.00
VERIZON WIRELESS/CELLCO Total:			-1,026.35	1,026.35	0.00	0.00	0.00	0.00

0600-000294 GENERAL MILLS RESTAURANTS, INC Master Occupant Id: 0002941 Suffix: 026 Current

Monthly Rent: CAM Recovery RETAX Recovery Day Due: 11  
 Paid Day: 10

Contact: MAGGIE MATHWICH  
 Tel. No: (407) 246-5379  
 Fax No: (407) 246-5379  
 E-mail: Last Payment: 9/26/2009 4,093.53

9/25/2009 TXY Annual Real Estate Taxes CH 8,692.95 6,502.95 0.00 0.00 0.00 0.00

9/25/2009 TXY Annual Real Estate Taxes CH 3,118.98 3,118.98 0.00 0.00 0.00 0.00

TXY Annual Real Estate Taxes 9,711.93 9,711.93 0.00 0.00 0.00 0.00

GENERAL MILLS RESTAURANTS, INC Total: 9,711.93 9,711.93 0.00 0.00 0.00 0.00

Prepaid: -70.00  
 Balance: 9,641.93

0600-000295 ECKERD DRUGS, #1997 Master Occupant Id: 0002951 Suffix: 023 Current

Monthly Rent: CAM Recovery RETAX Recovery Day Due: 11  
 Paid Day: 10

Contact: ROBERT LOJIMCHER  
 Tel. No: (412) 785-8070  
 Fax No: (412) 785-8070  
 E-mail: Last Payment: 6/2/2009

9/25/2009 TXY Annual Real Estate Taxes CH 2,757.96 2,757.96 0.00 0.00 0.00 0.00

9/25/2009 TXY Annual Real Estate Taxes CH 5,529.82 6,829.82 0.00 0.00 0.00 0.00

PPR Prepaid Rent 0.00 0.00 0.00 0.00 0.00 0.00

TXY Annual Real Estate Taxes 8,587.78 8,587.78 0.00 0.00 0.00 0.00

ECKERD DRUGS, #1997 Total: 607.78 8,587.78 0.00 0.00 0.00 0.00

Prepaid: 0.04  
 Balance: 8,687.74

0009.01057 76KAWK7P.ET.4.N.0101.09A.0A3.0... PFS 4'AV... 4-0-201 Current

Monthly Rent: CAM Recovery RETAX Recovery Day Due: 11  
 Paid Day: 10

Contact: fra...  
 Tel. No: 8422  
 Fax No: 8422  
 E-mail: raec@tsja.com 66searSITS:cel

9/23/2009 CMM Annual Cam Expenses 34,454.02 0.00 0.00 0.00 0.00

9/25/2009 TXY 30,845.49 0.00 0.00 0.00 0.00

9/26/2009 TXY 61,069.00 0.00 0.00 0.00 0.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
	CMM Annual Cam Expenses		34,454.02	34,454.02	0.00	0.00	0.00	0.00
	TXY Annual Real Estate Taxes		91,935.34	91,935.34	0.00	0.00	0.00	0.00
	KMART OF PENNSYLVANIA, LP-3390 Total		126,389.36	126,389.36	0.00	0.00	0.00	0.00

0600-001402 FASHION BUG #164		Master Occupant Id: 0004732	Suite: 010	Current				
9/23/2009	CMM Annual Cam Expenses	CH	186.01	0.00	0.00	0.00	0.00	0.00
9/23/2009	INS INSURANCE YEARLY	CH	39.40	39.40	0.00	0.00	0.00	0.00
	CMM Annual Cam Expenses		186.01	186.01	0.00	0.00	0.00	0.00
	INS INSURANCE YEARLY		39.40	39.40	0.00	0.00	0.00	0.00
	FASHION BUG #164 Total:		225.41	225.41	0.00	0.00	0.00	0.00

0600-000474 GIANT FOOD STORES, INC #122		Master Occupant Id: 0004741	Suite: 017	Current				
9/25/2009	TXY Annual Real Estate Taxes	CH	52,347.77	52,347.77	0.00	0.00	0.00	0.00
9/25/2009	TXY Annual Real Estate Taxes	CH	24,764.52	24,764.52	0.00	0.00	0.00	0.00
	TXY Annual Real Estate Taxes		77,112.29	77,112.29	0.00	0.00	0.00	0.00
	GIANT FOOD STORES, INC #122 Total:		77,112.29	77,112.29	0.00	0.00	0.00	0.00

	CMM Annual Cam Expenses		22,792.53	23,221.62	0.00	0.00	0.00	-429.09
	ESC Cam estimates		101.01	101.01	0.00	0.00	0.00	0.00
	INS INSURANCE		24.24	24.24	0.00	0.00	0.00	0.00
	INS INSURANCE YEARLY		3,812.98	3,880.47	0.00	0.00	0.00	-67.54
	OCR PAYMENT TO OPEN CREDIT		0.00	0.00	0.00	0.00	0.00	0.00
	PPR Prepaid Rent		0.00	0.00	0.00	0.00	0.00	0.00
	RNT Base Rent		12,930.00	7,205.00	5,725.00	0.00	0.00	0.00
	TXS Real estate tax estimate		116.07	116.07	0.00	0.00	0.00	0.00
	TXY Annual Real Estate Taxes		214,800.82	214,767.08	0.00	0.00	0.00	33.74
	ENTITY 0600 Total:		254,577.60	249,315.49	5,725.00	0.00	0.00	-462.89
		Prepaid:	-1,779.31					
		Balance:	252,796.29					

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Invoice Date	Category	Source	Amount	Current	30	60	90	120
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10/1/2009	RNT	Base Rent	CH	70,833.33	70,833.33	0.00	UUU	0.00	0.00
10/21/2009	SEW	SEWER	CH	3,038.93	3,038.93	0.00	UUU	0.00	0.00

RNT Base Rent	70,833.33	70,833.33	UUU	UUU	UUU	UUU	UUU
SEW SEWER	3,038.93	3,038.93	UUU	UUU	UUU	UUU	UUU

STOP & SHOP SUPERMARKET #898 Total:      73,872.26      73,872.26      0.00      0.00      0.00      0.00

RNT Base Rent	70,833.33	70,833.33	0.00	0.00	0.00	0.00
S E W S E W E R	3,038.93	3,038.93	0.00	0.00	0.00	0.00
ENTITY 1540 Total:	73,872.26	73,872.26	UUU	UUU	0.00	0.00

11M MISCELLANEOUS	510.00	0.00	0.00	0.00	510.00	0.00
4HV HVAC MISCELLANEOUS 5PL	744.12	496.08	248.04	0.00	0.00	0.00
PLUMBING	392.20	0.00	0.00	0.00	0.00	392.20
QNN Annual Cam Expenses	49,233.47	23,221.62	0.00	0.00	0.00	26,011.85
ELC ELECTRIC CHARGE	528.10	0.00	0.00	0.00	0.00	528.10
ESC Cam estimates	27,569.66	4,888.72	2,794.44	2,200.69	2,513.67	15,172.14
GRE GREASE REMOVAL INCOME	2,183.00	0.00	0.00	0.00	2,183.00	0.00
INS INSURANCE	24.22	24.24	0.00	0.00	0.00	-0.02
INY INSURANCE YEARLY	5,259.08	3,880.47	0.00	0.00	0.00	1,378.61
LAT LATE CHARGES	4,111.93	0.00	0.00	0.00	0.00	4,111.93
LEG LEGAL FEES	2,886.28	0.00	0.00	0.00	0.00	2,886.28
NSF NSF FEES	500.00	200.00	0.00	100.00	100.00	100.00
OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00
OTH OTHER INCOME	50,000.00	50,000.00	0.00	0.00	0.00	0.00
PPR • Prepaid Rent	0.00	0.00	0.00	0.00	0.00	0.00
RAM REPAIRS & MAINTENANCE	12,464.50	0.00	0.00	0.00	0.00	12,464.50
RNT Base Rent	291,753.15	110,736.11	25,736.24	12,989.92	13,045.03	129,255.85
SEW SEWER	6,801.40	6,441.40	0.00	0.00	0.00	360.00
TRA TRASH	-383.91	0.00	-318.00	-738.00	0.00	0.00
TXS Real estate tax estimate	19,724.89	3,350.15	1,658.27	1,326.86	0.00	670.09
TXY Annual Real Estate Taxes	305,193.71	264,911.41	0.00	0.00	1,633.94	11,755.67
WA1 WATER/SEWER - PARC 1	2,652.70	0.00	0.00	1,370.70	0.00	2,442.48
WA3 WATER/SEWER - PARC 3	708.25	0.00	0.00	164.25	0.00	1,282.00
*NAT WATER/SEWER	274.87	131.21	61.37	42.06	0.00	542.00

Grand Total:      783,129.62      488,271.41      30,182.36      17,456.48      37,825.46      209,393.91  
 Prepaid:      -90,357.28  
 Balance:      692,772.34

Database: CEDARSHOPCIR	Aged Delinquencies Cedar Shopping Centers SUNSET CROSSING Date: 10/22/2009	Page: 1 Date: 10/22/2009 Time: 05:12 PM						
ENTITY: 0510								
Invoice Date	Category	Source	Amount	Current	30	60	90	120

0510001866TP-13EOTY	ON	Master Occupant Id: 00001591-1	Suite: 004A	Current	Day Del: 1			
ccinteSt	Monthly	CAM Recovery	RETAX Recovery		Delq Day: 10			
Tel: (917) 98NR14					Last Payment: 10/9/2009			
<b>SUE OF ECONOMY LANGUAGE, ETC.</b>								
3/1/2009	CMM	Annual Cam Expenses	CH	719.84	0.00	0.00	0.00	719.84
3/1/2009	ESC	Cam estimates	CH	197.85	0.00	0.00	0.00	197.85
3/1/2009	INY	INSURANCE YEARLY	CH	380.71	0.00	0.00	0.00	380.71
4/1/2009	ESC	Cam estimates	CH	65.95	0.00	0.00	0.00	65.95
5/1/2009	ESC	Cam estimates	CH	65.95	0.00	0.00	0.00	65.95
6/1/2009	ESC	Cam estimates	CH	65.95	0.00	0.00	0.00	65.95
7/1/2009	ESC	Cam estimates	CH	65.95	0.00	0.00	0.00	65.95
8/1/2009	ESC	Cam estimates	CH	65.95	0.00	0.00	65.95	0.00
8/1/2009	TRA	TRASH	NC	-264.00	0.00	0.00	-264.00	0.00
				719.84	0.00	0.00	0.00	719.84
				527.60	0.00	0.00	65.95	395.70
				380.71	0.00	0.00	0.00	380.71
				-264.00	0.00	0.00	-264.00	0.00
BEAUTY NAIL SALON Total:				1,364.15	0.00	0.00	-198.05	1,498.25

0510-092189 =47 DPP	D	Master Occupant Id: 00001782-1	Suite: 007	Inactive	Day Del: 1			
Monthly Rev		CAM Recovery	RETAX Recovery		Delq Day: 10			
Tel: 87					Last Payment: 10/9/2009			
<b>LEASE WAS AMENDED, WILL BE PAID, SEE LEASE BELOW</b>								
1/29/2009	IRA	TRASH	CH	670.09	0.00	0.00	0.00	670.09
3/1/2009	CMM	Annual Cam Expenses	CH	1,942.37	0.00	0.00	0.00	1,942.37
3/1/2009	INY	INSURANCE YEARLY	CH	994.40	0.00	0.00	0.00	994.40
4/1/2009	ESC	Cam estimates	CH	79.20	0.00	0.00	0.00	79.20
5/1/2009	ESC	Cam estimates	CH	79.20	0.00	0.00	0.00	79.20
8/1/2009	TRA	TRASH	NC	-474.00	0.00	0.00	-474.00	0.00
9/14/2009	ESC	Cam estimates	CH	56.53	0.00	56.53	0.00	0.00
9/14/2009	ESC	Cam estimates	CH	56.53	0.00	56.53	0.00	0.00
				1,942.37	0.00	0.00	0.00	1,942.37
				271.46	0.00	113.06	0.00	158.40
				994.40	0.00	0.00	0.00	994.40
				196.09	0.00	0.00	-474.00	670.09
DOLLAR SURPLUS, INC-OLD Total:				3,404.32	0.00	113.06	-474.00	3,765.26

05111-002592...: GAK WSTRIPAS INC	INC	Master Occupant Id: 00001782-2	Suite: 007	Current	Day Del: 1			
Monthly Rent		CAM Recovery	RETAX Recovery		Delq Day: 10			
rd: 14Wg00 y					Last Payment: 10/16/2009			
rd: NE: 10731 051 5668					61.80			
6/1/2009	ESC	Cam estimates	CH	135.73	0.00	0.00	0.00	135.73
7/1/2009	ESC	Cam estimates	CH	135.73	0.00	0.00	0.00	135.73
8/1/2009	ESC	Cam estimates	CH	135.73	0.00	0.00	135.73	0.00
9/1/2009	ESC	Cam estimates	CH	135.73	0.00	135.73	0.00	0.00
9/10/2009	TRA	TRASH	NC	-316.00	0.09	-316.00	0.00	0.00
10/1/2009	ESC	Cam estimates	CH	376.73	378.73	0.00	0.00	0.00

Invoice Date	Category	Source	Amount	Current	JJ	6J	9J	-1JJ
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0510-000571	GIANT FOOD STORES, LLC #316	Master Occupant Id: 000571-1	Suite: 000	Current				
Monthly Rent	CAM Recovery	RETAX Recovery		Day Due: 1				
Contact: Deb Allaman	ALLISON REISCH			Delq Day: 10				
Tel. No: (714) 240-7557	(714) 240-5619			Last Payment:				
Fax No: (714) 240-7555				10/12/2009				74,100.01
E-mail: d.allaman@choldusa.com	alison.reisch@choldusa.com							
9/24/2009	TXY Annual Real Estate Taxes	CH	67,653.94	67,653.94	0.00	0.00	0.00	0.00
TXY	Annual Real Estate Taxes		67,653.94	67,653.94	0.00	0.09	0.00	0.00
GIANT FOOD STORES, LIG #316 Total:			67,653.94	67,653.94	0.00	0.00	0.00	0.00

0510-002008	Kmart 13116144	Master Occupant Id: 000573-2	Suite: 003	Current				
Monthly Rent	CAM Recovery	RETAX Recovery		Day Due: 1				
Contact: Bob Moser				Delq Day: 10				
Tel. No: (570) 788-5450				Last Payment:				
Fax No: (570) 788-5089				10/9/2009				2,744.33
E-mail:								
3/1/2000	CMM Annual Cam Expenses	CH	76.03	0.00	0.00	0.00	0.00	78.03
3/1/2000	ESC Cam estimates	CH	18.00	0.00	0.00	0.00	0.00	18.00
0/24/2009	TXY Annual Real Estate Taxes	CH	2,490.39	2,490.39	0.09	0.00	0.00	0.00
CMM Annual Cam Expenses			78.03	0.00	0.00	0.00	0.00	78.03
ESC Cam estimates			18.00	0.00	0.00	0.00	0.00	18.00
TXY Annual Real Estate Taxes			2,490.39	2,490.39	0.00	0.00	0.00	0.00
KRMAR TANNING Total:			2,586.42	2,490.39	0.00	0.00	0.00	96.03

0510-001785	HOLIDAY HAIR #65311	Master Occupant Id: 000574-2	Suite: 000	Current				
Monthly Rent	CAM Recovery	RETAX Recovery		Day Due: 1				
Contact: Bob Moser				Delq Day: 10				
Tel. No: (852) 886-1377				Last Payment:				
Fax No:				10/19/2009				1,802.31
E-mail:								

INS	INSURANCE		0.00	0.00	0.00	0.00	0.00	0.00
HOLIDAY HAIR #65311 Total:			0.00	0.00	0.00	0.00	0.00	0.00
	Prepaid:		-12.00					
	Balance:		-12.00					

CMM Annual Cam Expenses			3,381.55	0.00	0.00	0.00	0.00	3,381.55
ESC Cam estimates			3,595.03	376.73	248.79	201.68	282.69	2,485.14
INS INSURANCE			0.00	0.00	0.00	0.00	0.00	0.00
INY INSURANCE YEARLY			1,446.15	0.00	0.00	0.00	0.00	1,446.15
LAT LATE CHARGES			788.97	0.00	0.00	0.00	0.00	786.97
NSF NSF FEES			100.00	0.00	0.00	100.00	0.00	0.00
OCR PAYMENT TO OPEN CREDIT			0.00	0.00	0.00	0.00	0.00	0.00
RAM REPAIRS & MAINTENANCE			5,000.00	0.00	0.00	0.00	0.00	5,000.00
RNT Base Rent			7,062.15	180.00	0.00	0.00	0.00	6,902.15
TRA TRASH			-383.91	0.00	-316.00	-738.00	0.00	670.09
TXS Real estate tax estimate			927.22	0.00	0.00	0.00	0.00	927.22
TXY Annual Real Estate Taxes			70,645.58	70,144.33	0.00	0.00	0.00	501.25
WAT WATER/SEWER			40.23	0.00	0.00	0.00	0.00	40.23
ENTITY 0510 Total:			92,602.97	70,681.05	-67.21	-436.32	282.89	22,142.75
	Prepaid:		-8,652.00					
	Balance:		83,950.97					



Invoice We	Category	Source	Amount	Current	60	90	120
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1280-001450	CVS, INC, #00335-1	Master Occupant Id: 00001301-1	Suite: 010	Current	Day Due	Del. Day
Monthly Rent	CAM Recovery	RETAX Recovery				
Contact: PROPERTY ADMINISTRATION						
Tel. No.						
Fax No.						
E-mail:						
						Last Payment: 10/5/2009 - 22,823.20

5/20/2009	CMM Annual Cam Expenses	CH	244.46	0.50	0.00	0.00	0.00	244.46
5/20/2009	ESC Cam estimates	CH	7.02	0.00	0.00	0.00	0.00	7.02
7/1/2009	ESC Cam estimates	CH	126.39	0.00	0.00	0.00	120.39	0.00
8/1/2009	ESC Cam estimates	CH	126.39	0.00	0.00	126.39	0.00	0.00
9/1/2009	ESC Cam estimates	CH	128.39	0.00	126.39	0.00	0.00	5.00
10/1/2009	ESC Cam estimates	CH	126.39	126.39	0.00	0.00	0.00	0.00
10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00

CMM Annual Cam Expenses	244.46	0.00	0.00	0.00	0.00	244.46
ESC Cam estimates	512.56	120.39	128.99	126.39	126.39	7.02
SEW SEWER	114.00	114.00	0.00	0.00	0.00	0.00
TXS Real estate tax estimate	0.00	0.00	0.00	0.00	0.00	0.00

CVS, INC, #00335-1 Total:	871.04	240.39	126.39	126.39	126.39	251.48
Prepaid:	-1,202.03					
Balance:	.331,89					

1280-001950	AAA SOUTHERN NE	Master Occupant Id: 00001302-2	Suite: 010	Current	Day Due	Del. Day
Monthly Rent	CAM Recovery	RETAX Recovery				
Contact:						
Tel. No.						
Fax No.						
E-mail:						
						Last Payment: 10/19/2009 - 5,640.84

10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00
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OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00
SEW SEWER	114.00	114.00	0.00	0.00	0.00	0.00

AAA SOUTHERN NE Total:	114.00	114.00	0.00	0.00	0.00	0.00
Prepaid:	-0.01					

1280-001453	OFF-TRACK BEDDING	Master Occupant Id: 00001303-1	Suite: 007	Inactive	Day Due	Del. Day
Monthly Rent	CAM Recovery	RETAX Recovery				
Contact:						
Tel. No.:	(401) 722-4422					
Fax No.:	(401) 722-7312					
E-mail:						
						Last Payment: 5/16/2007 - 4,477.31

10/13/2006	LAT LATE CHARGES	CH	200.00	0.00	0.00	0.00	0.00	200.00
4/23/2007	LAT LATE CHARGES	CH	200.00	0.00	0.00	0.00	0.00	200.00
5/30/2007	TXS Real estate tax estimate	CH	152.52	0.00	0.00	0.00	0.00	152.52
6/1/2007	ESC Cam estimates	CH	533.86	0.00	0.00	0.00	0.00	533.86
6/1/2007	RNT Base Rent	CH	3,333.33	0.00	0.00	0.00	0.00	3,333.33
6/1/2007	TXS Real estate tax estimate	CH	506.44	0.00	0.00	0.00	0.00	506.44
7/1/2007	ESC Cam estimates	CH	533.86	0.00	0.00	0.00	0.00	533.86
7/1/2007	RNT Base Rent	CH	3,333.33	0.00	0.00	0.00	0.00	3,333.33
7/1/2007	TXS Real estate tax estimate	CH	533.86	0.00	0.00	0.00	0.00	533.86
7/17/2007	LAT LATE CHARGES	CH	200.00	0.00	0.00	0.00	0.00	200.00
6/1/2007	ESC Cam estimates	CH	533.86	0.00	0.00	0.00	0.00	533.86
8/1/2007	RNT Base Rent	CH	3,333.33	0.00	0.00	0.00	0.00	3,333.33
8/1/2007	TXS Real estate tax estimate	CH	533.86	0.00	0.00	0.00	0.00	533.86

Invoice Date	Category	Source	Amount	Current	30	60	90	120
9/1/2007	ESC	Cam estimates	CH	533.86	0.00	0.00	0.00	533.86
9/1/2007	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	3,333.33
9/1/2007	TXS	Real estate tax estimate	CH	533.86	0.00	0.00	0.00	533.86
10/1/2007	ESC	Cam estimates	CH	533.88	0.00	0.00	0.00	533.88
10/1/2007	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	3,333.33
10/1/2007	TXS	Real estate tax estimate	CH	533.86	0.00	0.00	0.00	533.86
11/1/2007	ESC	Cam estimates	CH	533.88	0.00	0.00	0.00	533.86
11/1/2007	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	3,333.33
11/1/2007	TXS	Real estate tax estimate	CH	533.66	0.00	0.00	0.00	533.86
11/29/2007	SEW	SEWER	CH	108.00	0.00	0.00	0.00	108.00
12/1/2007	ESC	Cam estimates	CH	533.86	0.00	0.00	0.00	833.86
12/1/2007	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	3,333.33
12/1/2007	TXS	Real estate tax estimate	CH	533.86	0.00	0.00	0.00	633.86
1/1/2008	ESC	Cam estimates	CH	533.86	0.00	0.00	0.00	533.88
1/1/2008	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	333.33
1/1/2008	TXS	Real estate tax estimate	CH	560.55	0.00	0.00	0.00	560.55
2/1/2009	ESC	Cam estimates	CH	533.86	0.00	0.00	0.00	533.86
2/1/2008	RNT	Base Rent	CH	3,333.33	0.00	0.00	0.00	3,333.33
2/1/2008	TXS	Real estate tax estimate	CH	560.55	0.00	0.00	0.00	580.55
5/14/2008	SEW	SEWER	CH	108.00	0.00	0.00	0.00	106.00
6/4/2008	CMM	Annual Cam Expenses	CH	157.98	0.00	0.00	0.00	157.98
CMM Annual Cam Expenses				157.08	0.00	0.00	0.00	157.98
ESC Cam estimates				4,804.74	0.00	0.00	0.00	4,804.74

12Sp-01451-13gp, 02 to 09/11/05	Monthly Rent	GAM Recovery	Master Occupant	14-0000lap	Suffix: 005	Owner	Day/Due	Day/Due
Contact:								
Tel. No.								
Fax No.								
E mail								

[AT	LATE CHARGES			600.00	0.00	0.00	0.00	600.00
RNT	Base Rent			26,990.97	0.00	0.00	0.90	25,906.97
SEW	SEWER			216.00	0.00	0.00	0.00	216.00
TXS	Real estate tax estimate				0.00	0.00	0.00	4,585.22
OFF-TRACK BEDDING Total:				40,763.91	0.00	0.00	0.00	40,763.01

12/1/2007	ESC	Cam estimates	CH	0.48	0.00	0.00	0.00	0.48
3/1/2008	TXS	Real estate tax estimate	CH	13.58	0.00	0.00	0.00	13.56
4/1/2008	TXS	Real estate tax estimate	CH	13.56	0.00	0.00	0.00	13.56
5/1/2008	TXS	Real estate tax estimate	CH	13.56	0.00	0.00	0.00	13.66
9/1/2008	TXS	Real estate tax estimate	CH	13.56	0.00	0.00	0.00	13.56
10/1/2008	TXS	Real estate tax estimate	CH	13.58	0.00	0.00	0.00	13.56
11/1/2008	TXS	Real estate tax estimate	CH	13.56	0.00	0.00	0.00	13.58
12/1/2008	TXS	Real estate tax estimate	CH	13.58	0.00	0.00	0.00	13.56
10/8/2009	SEW	SEWER	CH	114.00	114.00	0.00	0.00	0.00

ESC	Cam estimates			0.48	0.00	0.00	0.00	0.48
SEW	SEWER			114.00	114.00	0.00	0.94	0.00
TXS	Real estate tax estimate			04.92	0.00	0.00	0.00	94.02
REGIS CORPORATION, #75153 Total:				209.40	114.00	0.00	0.00	95.40
Prepaid:				-11,172.72				
Balance:				-10,063.32				

Date: 10/22/2009

Invoice Date	Category	Source	Amount	Current	30	60	90	120
<b>1260-001458 IPARTY RETAIL STORES - RR</b> Master Account ID: 000013082 Serial: 008 Current Monthly Rent: CAM Recovery RETAX Recovery Day Due Contact: Date Due Tel. No.: Last Payment Fax No.: 10/22/2009 12,278.83 E-mail:								
10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
	OCR PAYMENT TO OPEN CREDIT		0.03	0.00	0.00	0.00	0.00	0.00
	SEW SEWER		114.00	114.00	0.00	0.00	0.00	0.00
	IPARTY RETAIL STORES - RR Total:		114.00	114.00	0.00	0.00	0.00	0.00
	Prepaid:		-100.52					
	Balance:		13.48					
10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
<b>1260-001459 DOLLAR TREE STG</b> C Master Account ID: 000013081 Serial: 001 Receive Monthly Rent: CAM Recovery RETAX Recovery Day Due Contact: Date Due Tel. No.: Last Payment Fax No.: 09/17/2009 1,000.00 E-mail:								
10/16/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
	SEW SEWER		228.00	228.00	0.00	0.00	0.00	0.00
	WAT WATER/SEWER		0.00	0.00	0.00	0.00	0.00	0.00
	DOLLAR TREE STORES, INC. V1336 Total:		228.00	228.00	0.00	0.00	0.00	0.00
	Prepaid:		-60.00					
	Balance:		168.00					
<b>1260-001467 DRESS BARN MS #2</b> Master Account ID: 000013074 Serial: 017 Receive Monthly Rent: CAM Recovery RETAX Recovery Day Due Contact: Date Due Tel. No.: Last Payment Fax No.: 06/23/2009 82,013.84 E-mail:								
10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
	SEW SEWER		114.00	114.00	0.00	0.00	0.00	0.00
	DRESS BARN MS #2- Total:		114.00	114.00	0.00	0.00	0.00	0.00
<b>1260-001469 FASHION BUG #0472</b> Master Account ID: 000013091 Serial: 008 Current Monthly Rent: CAM Recovery RETAX Recovery Day Due Contact: Date Due Tel. No.: Last Payment Fax No.: 9/30/2009 11,238.18 E-mail:								
11/29/2007	SEW SEWER	CH	36.00	0.00	0.00	0.00	0.00	36.00
5/20/2009	INS INSURANCE	NC	-0.02	0.00	0.00	0.00	0.00	-0.02
10/8/2009	SEW SEWER	CH	114.00	114.00	0.30	0.00	0.00	3.00
10/8/2009	SEW SEWER	CH	114.00	114.00	0.09	0.00	0.00	0.00
	INS INSURANCE		-0.02	0.00	0.00	0.00	0.00	-0.02
	SEW SEWER		264.00	228.00	0.00	0.00	0.00	36.00

Invoice Date	Category	Source	Amount	Current	30	60	90	120
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FASHIONBLG, #0472 Total: 263.98 228.00 0.00 0.00 0.00 0.00 0.00 0.00

1290-001459	BANK OF AMERICA, #MAW-239	Master/Occupant Id: 00001310-1	Suite: 010	Current				
Monthly Rent	CAM Recovery	RETAX Recovery						
Contact:								
Fax No:	707 DATA 28							
								11,486.03

6/1/2008	ESC Cam estimates	CH	5.85	0.00	0.00	0.00	0.00	6.85
8/1/2009	TXS Real estate tax estimate	CH	0.09	0.00	0.00	0.00	0.09	0.00
9/1/2009	ESC Cam estimates	CH	0.01	0.00	0.01	0.00	0.00	0.00
10/1/2009	ESC Cam estimates	CH	0.01	0.01	-0.00	0.00	0.00	0.00
10/8/2009	SEW SEWER	CH	114.00	114.00	6.00	0.00	0.00	0.00

ESC Cam estimates	687	0.01	0.01	0.00	0.00	0.00	5.85
SEW SEWER	114.00	114.90	0.00	0.00	0.00	0.00	0.00
TXS Real estate tax estimate	0.09	0.00	0.00	0.09	0.00	0.00	11.00

BANK OF AMERICA, #MAW-239 Total: 1199.6 114.0 0.0 0.0 0.0 0.0 0.0 6.85

1290-001460	BANK OF AMERICA (ATM) #MAW-239	Master/Occupant Id: 00001311-1	Suite: 010A	Current				
Monthly Rent	CAM Recovery	RETAX Recovery						
Contact:								
Fax No:								
E mail:								
								0.00

7/1/2009	RNT Base Rent	CH	0.01	0.00	0.00	0.00	0.01	0.00
	RNT Base Rent		0.01	0.00	0.00	0.00	0.01	0.00

BANK OF AMERICA (ATM) #MAW-239 Total: 0.01 0.00 0.00 0.00 0.00 0.00 0.01 0.00

1260-001462	GAME STOP, #2414	Master/Occupant Id: 06001312-1	Suite: 019	Inactive				
Monthly Rent	CAM Recovery	RETAX Recovery						
Contact:								
Tel. No:								
Fax No:								
E mail:								
								114.00

OCR PAYMENT TO OPEN CREDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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GAME STOP, #2414 Total: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

Prepaid: -6.70  
Balance: -6.70

1260-002207	GAME STOP, #2414-2/09	Master/Occupant Id: 06001322-2	Suite: 018	Current				
Monthly Rent	CAM Recovery	RETAX Recovery						
Contact:								
Tel. No:								
Fax No:								
E mail:								
								0.00

10/8/2009	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
	SEW SEWER		114.00	114.00	0.00	0.00	0.00	0.00

GAME STOP, #2414-2/09 Total: 114.00 114.00 0.00 0.00 0.00 0.00 0.00 0.00

Date: 10/22/2009

Invoice Date	Category	Source	Amount	Current	30	60	90	120
<b>1260-001891: JO-ANN FABRICS</b> Master Occupant Id: 00001318-2 Suite: 011 Current Monthly Rent CAM Recovery RETAX Recovery Day Due Contact: Day Due Tel. No. Day Due Fax No. Last Payment E-mail: 10/30/2009 16,000.52								
ESC	Cam estimates	CH	0.01	0.00	0.00	0.00	0.00	0.01
	SEW SEWER	CH	114.00	114.00	0.00	0.00	0.00	0.00
ESC	Cam estimates		0.01	0.00	0.00	0.00	0.00	0.01
	SEW SEWER		114.00	114.00	0.00	0.00	0.00	0.00
JO-ANN FABRICS Total:			114.01	114.00	0.00	0.00	0.00	0.01

<b>120000070:: MARAP61-4#241</b> Master Occupant Id: 00001814-2 Suite: 012 Current Monthly Rent CAM Recovery RETAX Recovery Day Due Contact: Day Due Tel. No. Day Due Fax No. Last Payment E-mail: 10/11/2009 67								
								0.00
								-2,071.10
								0.00
								2,360.28
								0.00
								983.45
								0.00
								196.69
								196.69
								0.00
								0.00
								0.00
9/3/2008	TXY Annual Real Estate Taxes	NC	-2,071.19	0.00	0.00	0.00	0.00	0.00
5/20/2009	CMM Annual Cam Expenses	CH	2,360.28	0.00	0.00	0.00	0.00	0.00
5/20/2009	ESC Cam estimates	CH	983.45	0.00	0.00	0.00	0.00	0.00
6/1/2009	ESC Cam estimates	CH	196.69	0.00	0.00	0.00	0.00	0.00
7/1/2009	ESC Cam estimates	CH	196.69	0.00	0.00	0.00	0.00	0.00
8/1/2009	ESC Cam estimates	CH	196.69	0.00	0.00	196.69	0.00	196.69
9/1/2009	ESC Cam estimates	CH	196.69	0.00	196.69	0.00	0.00	0.00
10/1/2009	ESC Cam estimates	CH	196.69	196.69	0.00	0.00	0.00	0.00
10/8/2009	SEW SEWER	CH	462.00	462.00	0.00	0.00	0.00	0.00
CMM Annual Cam Expenses			2,300.26	0.00	0.00	0.00	0.00	2,360.26
ESC Cam estimates			1,966.90	196.69	190.69	196.69	106.69	1,160.14
SEW SEWER			462.00	462.00	0.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes			-2,071.19	0.00	0.00	0.00	0.00	-2,071.19
MARSHALLS #244 Total:			2,717.97	658.69	196.69	196.69	196.69	1,469.21

<b>1260-001485: RADIO SHACK #011050</b> Master Occupant Id: 00001310-1 Suite: 003 Current Monthly Rent CAM Recovery RETAX Recovery Day Due Contact: Day Due Tel. No. Day Due Fax No. Last Payment E-mail: 10/2/2009 3,995.19								
5/13/2009	TXY Annual Real Estate Taxes	NO	-0.01	0.00	0.00	0.00	0.00	-0.01
10/8/2009	SEW SEWER	OH	114.00	114.00	0.00	0.00	0.00	0.00
SEW SEWER			114.00	114.00	0.00	0.00	0.00	0.00
TXY Annual Real Estate Taxes			-0.01	0.00	0.00	0.00	0.00	-0.01
RADIO SHACK #011050 Total:			113.99	114.00	0.00	0.00	0.00	-0.01

<b>1260-001466: STRAWBERRIES MUSIC&amp; VIDEO#242</b> Master Occupant Id: 00001317-1 Suite: 018 Inactive Monthly Rent CAM Recovery RETAX Recovery Day Due Contact: Day Due Tel. No. Day Due Fax No. Last Payment E-mail: 5/18/2009 114.00								
SEW SEWER			114.00	114.00	0.00	0.00	0.00	0.00

Database: LEDAKSHUFCUR Aged Delinquencies PasDe: 29  
 ENLITY: 1260 Cedar Shopping Centers Date: 10/22/2009  
 SHAW S PLAZA Time: 05:12 PM  
 Date: 10/22/2009

Invoice Date	Category	Source	Amount	Current	30	60	90	120
10/8/2009	SEW SEWER	CH	499	499	0.00	0.00	0.00	0.00
	SEW SEWER		499	499	0.00	0.00	0.00	0.00
	STRAWBERRIES MUSIC& VIDEO 242 Total		499	499	0.00	0.00	0.00	0.00

Supplier Id: 100001318-1-1-004 Current Day Due: 1  
 RETAX Recovery Delq Day: 10  
 Last Payment: 10/22/2009 3,286.63

10/8/2009	SEW SEWER	CH	228.00	228.00	0.00	0.00	0.00	0.00
	ESC Cam estimates		0.00	0.00	0.00	0.00	0.00	0.00
	SEW SEWER		228.00	228.00	0.00	0.00	0.00	0.00
	RENSI CLEANERS Total:		228.00	228.00	0.00	0.00	0.00	0.00
		Prepaid:	-197.72					
		SatanCe:	3.020					

1280-001468 SHAW'S #7420 Master Occupant Id: 00001318-1-1-004 Current Day Due: 1  
 Monthly Rent CAM Recovery RETAX Recovery Delq Day: 10  
 Contact: BETH DUNN BEVERLY MURPHY  
 Tel No: (208) 395-6200 (208) 395-6486 (208) 395-6948  
 Fax No: BETH.DUNN@SUPERVALU.COM BEVERLY.MURPHY@SUPERVALU.COM  
 Last Payment: 9/30/2009 7,621.94

5/30/2009	CMM Annual Cam Expenses	CH	3,509.49	0.00	0.00	0.00	0.00	3,509.49
6/1/2009	TXS Real estate tax estimate	CH	307.17	0.00	0.00	0.00	0.00	307.17
7/1/2009	TXS Real estate tax estimate	CH	307.17	0.00	0.00	0.00	0.00	307.17
10/1/2009	TXS Real estate tax estimate	CH	307.17	307.17	0.00	0.00	0.00	0.00
10/6/2009	SEW SEWER	CH	927.60	927.50	0.00	0.00	0.00	0.00

	CMM Annual Cam Expenses		3,509.49	0.00	0.00	0.00	0.00	3,509.49
	ESC Cam estimates		0.00	0.00	0.00	0.00	0.00	0.00
	SEW SEWER		927.50	927.50	0.00	0.00	0.00	0.00
	TXS Real estate tax estimate		921.51	307.17	0.00	0.00	307.17	307.17
	SHAW'S #7420 Total:		5,358.50	1,234.67	0.00	0.00	307.17	3,816.66
		Prepaid:	-10,979.91					
		Balance:	-5,621.41					

1280-001469 SOVEREIGN BANK #0700 Master Occupant Id: 00001320-1-1-012 Current Day Due: 1  
 Monthly Rent CAM Recovery RETAX Recovery Delq Day: 10  
 Contact: MARCIA CURTIS  
 Tel No: (610) 289-8439  
 Fax No: (610) 371-5406  
 E mail: MGCURTIS@SOVEREIGNBANK.COM  
 Last Payment: 9/28/2008 0.00

10/1/2007	ESC Cam estimates	CH	16.92	0.90	0.00	0.00	0.00	16.92
11/1/2007	ESC Cam estimates	CH	16.92	0.00	0.00	0.00	0.00	16.92
12/1/2007	ESC Cam estimates	CH	16.92	0.00	0.00	0.00	0.00	16.92
1/1/2008	ESC Cam estimates	CH	16.92	0.00	9.00	0.00	0.00	16.92
2/1/2008	ESC Cam estimates	CH	16.92	0.00	0.00	0.00	0.00	16.92
3/1/2008	ESC Cam estimates	CH	16.92	0.00	0.00	0.00	0.00	16.92
4/1/2008	ESC Cam estimates	CH	16.82	0.00	0.00	0.00	0.00	16.92
6/1/2005	ESO Cam estimates	CH	16.92	0.00	0.00	0.00	0.00	16.92
7/1/2008	ESC Cam estimates	CH	16.92	0.00	0.00	0.00	-0.00	16.92
9/1/2008	ESC Cam estimates	CH	17.77	0.00	0.00	0.00	0.00	17.77

Invoice Date	Category	Source	Amount	Current	30	60	90	120	
10/1/2008	ESC	Cam estimates	CH	17.77	0.00	0.00	0.00	17.77	
11/1/2008	ESC	Cam estimates	CH	17.77	0.00	0.00	0.00	17.77	
12/1/2008	ESC	Cam estimates	CH	17.77	0.00	0.00	0.00	17.77	
1/1/2009	ESC	Cam estimates	CH	17.77	0.00	0.00	0.00	17.77	
6/1/2009	ESC	Cam estimates	CH	11.50	0.00	0.00	0.00	11.50	
9/1/2009	ESC	Cam estimates	CH	18.67	0.00	18.67	0.00	0.00	
10/8/2009	SEW SEWER		CH	114.00	114.00	0.00	0.00	0.00	
				ESC Cam estimates	271.30	0.00	18.67	0.00	252.63
				PPR Prepaid Rent	0.00	0.00	0.00	0.00	0.00
				SEW SEWER	114.00	114.00	0.00	0.00	0.00
SOVEREIGN BANK #0706 Total:				385.30	114.00	18.67	0.00	252.83	
				Prepaid:	-338.62				
				Balance:	46.68				

1260-091773	VISION WORKS EXPRESS, INC.	Master Occupant Id: 00001321-2	Site: 002	Current	Day Due	Delq Day	Last Payment		
Monthly Rent	CAM Recovery	RETAX Recovery			48	10	2,631.61		
Contact:	Pays Slow								
Tel. No.									
Fax No.									
E-mail:									
10/1/2009	ESC	Cam estimates	CH	197.54	197.54	0.00	0.00	0.00	
10/1/2009	RNT	Base Rent	CH	2,022.53	2,022.53	0.00	0.00	0.00	
10/1/2009	TXS	Real estate tax estimate	CH	197.54	197.54	0.00	0.00	0.00	
10/2/2009	NSF	NSF FEES	CH	100.00	100.00	0.00	0.00	0.00	
10/8/2009	SEW SEWER		CH	114.00	114.00	0.00	0.00	0.00	
				ESC Cam estimates	197.54	197.54	0.00	0.00	0.00
				NSF NSF FEES	100.00	100.00	0.00	0.00	0.00
				RNT Base Rent	2,022.53	2,022.53	0.00	0.00	0.00
				SEW SEWER	114.00	114.00	0.00	0.00	0.00
				TXS Real estate tax estimate	197.54	197.54	0.00	0.00	0.00
VISION WORKS EXPRESS, INC. Total:				20331.61	2,631.61	0.00	0.00	0.00	

1280-001751	QUIZOS-OLD	Master Occupant Id: 00001633-1	Site: 305	Incl vs	Day Due	Delq Day	Last Payment	
Monthly Rent	CAM Recovery	RETAX Recovery			10	10	10.67	
Contact:	VACATED							
Tel. No.								
Fax No.								
E-mail:								
2/1/2008	ESC	Cam estimates	CH	350.00	0.00	0.00	0.00	350.00
2/1/2008	RNT	Base Rent	CH	2,808.71	0.00	0.00	0.00	2,508.71
2/1/2008	TXS	Real estate tax estimate	CH	301.12	0.00	0.00	0.00	301.12
3/1/2008	ESC	Cam estimates	CH	350.00	0.00	0.00	0.00	350.00
3/1/2008	RNT	Base Rent	CH	3,800.00	0.00	0.00	0.00	3,800.00
3/1/2008	TXS	Real estate tax estimate	CH	301.12	0.00	0.00	0.00	301.12
4/1/2008	ESC	Cam estimates	CH	350.00	0.00	0.00	0.00	350.00
4/1/2008	RNT	Base Rent	CH	3,800.00	0.00	0.00	0.00	3,800.00
4/1/2008	TXS	Real estate tax estimate	CH	301.12	0.00	0.00	0.00	301.12
4/18/2008	LEG	LEGAL FEES	CH	947.83	0.00	0.00	0.00	947.83
5/1/2008	ESC	Cam estimates	CH	350.00	0.00	0.00	0.00	350.00
5/1/2008	RNT	Base Rent	CH	3,800.00	0.00	0.00	0.00	3,800.00
5/1/2008	TXS	Real estate tax estimate	CH	301.12	0.00	0.00	0.00	301.12
5/14/2008	SEW SEWER		CH	108.00	0.00	0.00	0.00	108.00
6/1/2008	ESC	Cam estimates	CH	350.00	0.00	0.00	0.00	350.00
6/1/2008	RNT	Base Rent	CH	3,800.00	0.00	0.00	0.00	3,600.00

Invoice Date	Category	Source	Amount	Current	30	50	90	120
6/1/2008	TXS Real estate tax estimate	CH	301.12	0.00	0.00	0.00	0.00	301.12
6/25/2008	LAT LATE CHARGES	CH	1,430.61	0.00	0.00	0.00	0.00	1,430.61
7/1/2008	ESC Cam estimates	CH	339.08	0.00	0.00	0.00	0.00	339.08
7/1/2008	RNT Base Rent	CH	3,800.00	0.00	0.00	0.00	0.00	3,800.00
7/1/2008	TXS Real estate tax estimate	CH	301.12	0.00	0.00	0.00	0.00	301.12
1/29/2009	LBG LEGAL FEES	CH	948.00	0.00	0.00	0.00	0.00	948.00
5/25/2009	LBG LEGAL FEES	CH	800.95	0.00	0.00	0.00	0.00	800.95
6/16/2009	LBG LEGAL FEES	CH	189.50	0.00	0.00	0.00	0.00	189.50
ESC Cam estimates			2,089.08	0.00	0.00	0.00	0.00	2,089.08
LAT LATE CHARGES			1,430.61	0.00	0.00	0.00	0.00	1,430.61
LBG LEGAL FEES			2,886.28	0.00	0.00	0.00	0.00	2,886.28
RNT Base Rent			21,508.71	0.00	0.00	0.00	0.00	21,508.71
SEW SEWER			108.00	0.00	0.00	0.00	0.00	108.00
TXS Real estate tax estimate			1,805.72	0.00	0.00	0.00	0.00	1,805.72
QUINZCS-OLD Total:			29,829.40	0.00	0.00	0.00	0.00	29,829.40

CMM Annual Cam Expense			6,272.19	0.00	0.00	0.00	0.00	6,272.19
ESC Cam estimates			9,848.50	520.63	341.76	323.08	323.08	8,339.95
INS INSURANCE			-0.02	0.00	0.00	0.00	0.00	-0.02
LAT LATE CHARGES			2,030.61	0.00	0.00	0.00	0.00	2,030.61
LBG LEGAL FEES			2,886.28	0.00	0.00	0.00	0.00	2,886.28
NSF NSF FEES			100.00	100.00	0.00	0.00	0.00	0.00
CCR PAYMENT TO OPEN CREDIT			0.00	0.00	0.00	0.00	0.00	0.00
FFR Prepaid Rent			0.00	0.00	0.00	0.00	0.00	0.00
RNT Base Rent			53,531.22	2,022.53	0.00	0.00	0.01	51,508.68
SEW SEWER			3,782.47	3,402.47	0.00	0.00	0.00	360.00
TXS Real estate tax estimate			8,008.00	504.71	0.00	0.09	307.17	7,194.03
TX Annual Real Estate Taxes			-2,071.20	0.00	0.00	0.00	0.00	-2,071.20
WAT WATER/SEWER			0.00	0.00	0.00	0.00	0.00	0.00
ENTITY 1260 Total:			84,366.05	8,550.34	341.76	323.17	630.26	76,520.52
Prepaid:			-24,059.13					
Balance:			60,306.92					



SCHEDULE 11  
BLUE MOUNTAIN COMMONS LEASES

1. Brother's Pizza (Giovanni Barone)

- Lease Agreement Dated: 5.12.08
- Subordination of Landlord's Lien Dated: 11.4.08
- Delivery of Possession Dated: 6.5.09
- Rent Commencement Letter Dated: 9.30.09

2. Giant Food Stores, LLC

- Lease Agreement Dated: 10.11.06
- Memorandum of Lease Dated: 10,11.06
- First Amendment to Lease Agreement Dated: 1.9.07
- Delivery of Possession Dated: 9.22.09

3. PNC Bank, NA

- Lease Agreement Dated: 2.1.08

4. Sonic Drive-in Restaurant (Harrisburg Drive-In, LLC)

- Ground Lease Dated: 7.30.09
- Lease Guaranty Dated: 7.30.09

5. Subway Real Estate Corp.

- Lease Agreement Dated: 7.15.09

6. Supercuts, Inc.

- Lease Agreement Dated: 6,30.08
- Delivery of Possession Dated: 6.5.09
- Rent Commencement Letter Dated: 9,30.09

Verizon Wireless (Go Wireless, Inc.)

- Lease Agreement Dated: 9.30.09
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SCHEDULE 12  
MAJOR TENANTS

Blue Mountain Commons

Giant

Columbus Crossing

Super Fresh

Old Navy

A.G. Moore, Inc #62

Franklin Village

Stop & Shop

TJX (Marshall's)

Dress Barn

Team Fitness

Raynham CVS,

Inc. Jo-Ann Fabrics

Marshall's

Shaw's

Loyal Plaza

Kmart

Giant

Staples

Eckerd's

Western Auto Supply

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Stop & Shop — Bridgeport

Stop & Shop

Sunset Crossing

Giant

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SCHEDULE 13  
EXISTING SURVEYS

Schedule 13 (i) — Columbus Crossing

- Prepared by Control Point Associates, Inc.
- Issue date — 6.3.09

Schedule 13 (ii) — Franklin Village

- Prepared by Guerriere & Halnon, Inc.
- Issue date — 9.3.04

Schedule 13 (iii) — Loyal Plaza

- Prepared by Bock & Clark's National Surveyors Network
- Issue date — 4.9.01 (Revised 4.20.01)

Schedule 13 (iv) — Stop & Shop Plaza

- Prepared by C.T. Male Associates, P.C.
- Issue date — 11.09.06 as revised 02.29.08

Schedule 13 (v) — Blue Mountain Commons

- Prepared by J. Michael Brill & Associates, Inc.
- August 24, 2006

Schedule 13 (vi) — Sunset Crossing

- Prepared by Michael J. Pasonick, Jr., Inc.
- Issue date — 11.7.03

Schedule 13 (vii) — Shaw's Plaza

- Prepared by Hayward-Boynnton & Williams, Inc.
  - Issue date — 12.15.05
-

SCHEDULE 14: EXCLUDED COMPETITORS

. Acadia Realty Trust  
Angelo Gordon  
AREA Advisors  
ARC  
Black Rock  
Blackstone  
CBRE Investors  
Centro  
Cole  
Coventry Real Estate Advisors  
Crow Holdings  
Dividend Capital  
DLC  
DRA  
Edens & Avant  
Emmes  
Equity One  
First Washington Realty, Inc.  
Gazit Globe  
Global Investors  
Hampshire Companies  
Harvard Behringer  
Heitman  
Homburg Invest  
NG  
Investcorp International  
MC/Inland Western, Etc.  
JP Morgan  
Kimco  
Kite Realty  
Konover  
Kroll  
Levin Management Corp,  
Lightstone Group  
Loeb Partners  
Macquarie  
Madison Marquette  
Millbrook Properties  
Morgan Stanley  
National Development  
One Liberty  
Perella Weinberg  
Phillips Edison  
Prime Commercial Properties  
Ramco Gershenson  
RD Capital  
Regency  
Retail Opportunity Investments Corp.  
Rockpoint  
RVG Management  
Saul Centers  
Scout Capital  
Stoltz  
Urdang  
Urstadt Biddle  
Vornado  
WP Realty  
WS Capital Partners

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SCHEDULE 15 — NET EFFECTIVE RENT

	Tenant Name	Square Footage	Annualized Rent	Recoveries*
<b>COLUMBUS CROSSING</b>				
0569-002	VACANT	4,000	\$ 60,000	Pro-Rata
0560-002	CINGULAR WIRELESS PSC RPA#152	3,000	\$ 78,000	Pro-Rata
0560-004	LANE BRYANT, INC #6727	8,000	\$ 126,000	Pro-Rata
0560-005	BATH & BODY WORKS, INC. #1560	2,560	\$ 53,760	Pro-Rata
0560-007	JOYCE LESLIE, INC #58	8,000	\$ 158,400	Pro-Rata
<b>FRANKLIN VILLAGE</b>				
0700-001	TACO BELL #4654	2,000	\$ 40,000	Pro-Rata
0700-002	D'ANGELOS	2,500	\$ 78,625	Pro-Rata
0700-003	VACANT	1,500	\$ 37,500	Pro-Rata
0700-004	RADIO SHACK, #011020	2,000	\$ 46,000	Pro-Rata
0700-005	CINGULAR WIRELESS, #3816-AT&T	1,857	\$ 53,726	Pro-Rata
0700-006C	STOP AND SHOP	6,396	\$ —	Pro-Rata
0700-909	VILLAGE MALL LIQUORS	4,409	\$ 110,025	Pro-Rata
0700-011	BATH & BODY WORKS-42018269	2,500	\$ 60,000	Pro-Rata
0700-012	SUPERCUTS, INC.	1,500	\$ 36,000	Pro-Rata
0700-013	BANK OF AMERICA-MA6-311	2,550	\$ 74,538	Pro-Rata
0700-013A	BANK OF AMERICA (ATM) MA6-311	216	\$ 43,000	Pro-Rata
0700-014	OLYMPIA SPORT CENTER INC.	3,550	\$ 71,000	Pro-Rata
0700-015	FAMOUS FOOTWEAR #2628	7,044	\$ 129,500	Pro-Rata
0700-017	VACANT (APPLEBEES TO VACATE)	4,986	n/a	Pro-Rata
0700-018	ELIZABETH GRADY	1,600	\$ 41,568	Pro-Rata
0700-019	GENERAL NUTRITION, #9802	1,709	\$ 39,307	Pro-Rata
070D-020	VACANT	3,850	\$ 66,135	Pro-Rata
0700-022	GAMESTOP, INC., # 0641	2,550	\$ 40,500	Pro-Rata
0700-024	VILLA TRADING CO/TERRAZZA HOME	4,949	\$ 98,980	Pro-Rata
070D-025	SALLY'S ALLEY	3,000	\$ 46,867	Pro-Rata
0700-026	THE MEN'S WAREHOUSE	3,600	\$ 86,940	Pro-Rata
0700-028	EMPIRE VISION CENTERS	2,400	\$ 59,424	Pro-Rata
0700-029	CRYSTAL CARD & GIFTS	4,949	\$ 98,980	Pro-Rata
0700-030	PAPA GINO'S	3,120	\$ 86,112	Pro-Rata
0700-031	LONGHORN STEAKHOUSE	6,323	\$ 150,171	Pro-Rata
0700-032	AAA SOUTHERN NEW ENGLAND-6177	3,546	\$ 81,627	Pro-Rata
0700-033	FEI YUEITEPPAN	3,908	\$ 87,930	Pro-Rata
0700-035	PANERA BREAD	3,908	\$ 98,697	Pro-Rata
0700-036	VACANT	1,967	\$ 39,340	Pro-Rata
0700-037	L'EQUIPE	2,070	\$ 53,301	Pro-Rata
0700-040	PEPPER TERRACE (GODDUCI'S)	2,000	\$ 47,360	Pro-Rata
0700-041	SYLVAN LEARNING CENTER	3,200	\$ 61,600	Pro-Rata
0700-042	SUN PRO	1,600	\$ 36,205	Pro-Rata
0700-043	VOICE BOX	1,000	\$ 24,325	Pro-Rata
0700-044	CALIFORNIA NAILS	1,000	\$ 28,322	Pro-Rata
0700-045	MAILBOXES (UPS)	1,818	\$ 17,725	Pro-Rata
0700-046	BC EXEC REALTY (REMAX)	4,000	\$ 79,000	Pro-Rata
0700-048	SMILAGE DENTAL	1,600	\$ 34,944	Pro-Rata
0700-049	CEDAR SHOPPING CENTERS OFFICE	2,000	\$ —	Gross
0700-050	CURVES FOR WOMEN	2,000	\$ 45,020	Pro-Rata
0700-0A102	APPLEBEES NORTHEAST	1,098	\$ 28,497	Gross
0700-0A103	DR. ROBERT GUSHARD-7/08	1,593	\$ 40,319	Gross
0700-0A104	MILFORD REGIONAL (PT)	3,937	\$ 99,488	Gross
0700-DA106	MARRIOTT MNGT, #2980554	3,150	\$ 78,231	Gross
0700-0A108	VACANT	2,481	\$ 54,582	Gross

	Tenant Name	Square Footage	Annualized Rent	Recoveries*
0700-0A201	VACANT (Pending Nurse Staffing)	490	\$ 15,597	Gross
0700-0A204	VACANT	2,630	\$ 49,970	Gross
0700-0A205	HORMEL FOODS	2,734	\$ 81,076	Gross
0700-0A208	HAWITIORNE SECURITIES CORP	841	\$ 20,832	Gross
0700-0A210	DR. JAMILA KHALIL	1,500	\$ 37,373	Gross
0700-0A212	CHEMICAL SOLUTIONS	846	\$ 21,937	Gross
0700-03101	STRATA BANK-10/08	5,023	\$ 188,406	Pro-Rata
0700-03102	JEPSKY AND SACK	1,572	\$ 42,124	Gross
0700-03106	DANIEL O'CONNELL'S SONS, INC	2,868	\$ 67,974	Gross
0700-013107	VACANT	1,285	\$ 28,270	Gross
0700-03203	ARTHUR PAPPAS	547'	\$ 17,272	Gross
0700-03204	LOGIC VISION	1,156	\$ 31,247	Gross
0700-03205	NEXT LEVEL	1,797	\$ 53,622	Gross
0700-03206	SAYLENT TECHNOLOGIES CORP	2,448	\$ 56,867	Gross
0700-03207	VACANT	1,700	\$ 37,400	Gross
0700-047	CLEANER	1,200	\$ 24,969	Pro-Rata
0700-03103	Mentor Planning	3,495	\$ 80,070	Gross
0700-039	Jenny Craig	2,734	\$ 70,538	Pro-Rata
0700-013209	KENDIG RATCLIFFE	1,673	\$ 39,190	Gross
0700-013301	VACANT	2,480	\$ 54,560	Gross
0700-0B302	CATALDO LAW OFFICE, LLC	2,907	\$ 8,238	Gross
0700-03305	GILMORE REES & CARLSON	7,670	\$ 262,645	Gross
0700-TOWER	SPRINT NEXTEL	0	\$ 23,087	Gross
LOYAL PLAZA				
0600-003	RADIO SHACK-012139	2,000	\$ 46,000	Pro-Rata
0600-004	RENT-A-CENTER, INC #2096	2,500	\$ 26,260	Pro-Rata
0600-005	OLYMPIA SPORT CENTER, INC.	4,000	\$ 56,000	Pro-Rata
0600-009	DOLLAR TREE STORES, INC-027	9,900	\$ 88,110	Pro-Rata
0600-010	HALLMARK	5,000	\$ 70,000	Pro-Rata
0600-011	HOLIDAY HAIR FASHION, #65079	1,500	\$ 24,750	Pro-Rata
0600-013	NAIL TRIX, INC	2,500	\$ 46,000	Pro-Rata
0600-014	RENT-WAY, INC #04562	2,500	\$ 45,540	Pro-Rata
0600-015	SALLY BEAUTY SUPPLY #1033	1,280	\$ 26,880	Pm-Rata
0600-016	FASHION BUG #164	9,220	\$ 82,980	Pro-Rata
0600-018	PAYLESS SHOESOURCE-4054	3,000	\$ 54,000	Pro-Rata
0600-019	MARTIN JENNINGS III	1,200	\$ 17,760	Pro-Rata
0600-020	GASPARE SALADINO	1,200	\$ 24,716	Pro-Rata
0600-021	JACKSON HEWITT TAX SERVICE	1,000	\$ 20,500	Pro-Rata
0600-022	VISION MAX	1,600	\$ 25,600	Pro-Rata
0600-024	WILLIAMSPORT NATIONAL BANK	6,500	\$ 59,930	Gross
0600-025	GENERAL MILLS RESTURANTS, INC	8,355	\$ 55,000	Gross
0600-026	BLOCKBUSTER VIDEO #90435	6,000	\$ 150,900	Pro-Rata
0600.027	XUN ZHENG/JINXING YANG plus MTM	4,850	\$ 69,210	Pro-Rata
STOP & SHOP at BRIDGEPORT n/a				
SUNSET CROSSING				
0510-003	VACANT	6,000	48,000	Pro-Rata
0510-003	PREMIER TANNING	2,000	\$ 28,000	Pro-Rata
0510-004	LI ZHONG ZHU	1,495	\$ 19,600	Pro-Rata
0510-004A	BEAUTY NAIL SALON	1,505	\$ 22,575	Pro-Rata
0510-005	VACANT	2,350	\$ 28,200	Pro-Rata
0510-006	HOLIDAY HAIR #65311	1,600	\$ 34,647	Pro-Rata
0510-007	DOLLAR SURPLUS, INC	4,860	\$ 65,920	Pro-Rata
SHAWs PLAZA				
1260-002	VACANT	4,767	\$ 71,505	Pro-Rata
1260-002	VISION WORKS EXPRESS, INC,	1,760	\$ 24,077	Pro-Rata
1260-003	RADIO SHACK #011050	3,000	\$ 42,000	Pro-Rata
1260-004	RENNSI CLEANERS	2,400	\$ 34,500	Pro-Rata

	Tenant Name	Square Footage	Annualized Rent	Recoveries*
1260-005	VACANT	2,400	\$ 48,000	Pro-Rata
1260-006	REGIS CORPORATION, #75153	1,800	\$ 30,400	Pro-Rata
1260-007	VACANT	4,000	\$ 80,000	Pro-Rata
1260-009	iPARTY RETAIL STORES	9,400	\$ 124,362	Pro-Rata
1260.010	BANK OF AMERICA, #MA6-261	3,600	\$ 126,788	Pro-Rata
1260-010A	BANK OF AMERICA (ATM) #MAW-239	504	\$ 19,000	Gross
1260-012	SOVEREIGN BANK #0706	2,274	\$ 73,442	Pro-Rata
1260-013	VACANT (PANERA BREAD PENDING)	4,000	\$ 120,000	Pro-Rata
1260-016	MA SOUTHERN NE	3,200	\$ 56,800	Pro-Rata
1260-017	DRESS BARN	9,100	\$ 100,000	Gross
1260-018	GAME STOP, #2414-2/09	1,537	\$ 27,906	Pro-Rata
1260-OTPCL	NEXTEL #MA1901	667	\$ 6,000	Gross

\* Certain CAM caps may apply based on existing lease;



**VACANCIES**

				Sunset
Retail	<1,000 sf	\$25.00	Pro-Rata	
	1,000 sf to 2,500 sf	\$20.00	Pro-Rata	\$12.00
	2,500 sf to 5,000 sf	\$15.00	Pro-Rata	\$10.00
	5,000 sf to 7,500 sf	\$10.00	Pro-Rata	\$ 8.00
	7,500 sf to 10,000 sf	\$ 7.50	Pro-Rata	
Office	<1,000 sf	\$25.00	Gross	
	1,000 sf to 2,500 sf	\$22.00	Gross	
	2,500 sf to 5,000 sf	\$19.00	Gross	
	5,000 sf to 7,500 sf	\$16.00	Gross	
	7,500 sf to 10,000 sf	\$13.00	Gross	

CERTIFICATION

I, Leo S. Ullman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cedar Shopping Centers, Inc. (the “Company” or “registrant”);
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
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5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2010

/s/ LEO S. ULLMAN

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Leo S. Ullman, Chief Executive Officer

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CERTIFICATION

I, Lawrence E. Kreider, Jr., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cedar Shopping Centers, Inc. (the "Company" or "registrant");
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
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5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2010

/s/ LAWRENCE E. KREIDER, JR.

\_\_\_\_\_  
Lawrence E. Kreider, Jr., Chief Financial Officer

CERTIFICATION

I, Leo S. Ullman, Chief Executive Officer of Cedar Shopping Centers, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify as follows:

1. The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 8<sup>th</sup> day of November, 2010.

/s/ LEO S. ULLMAN

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Leo S. Ullman, Chief Executive Officer

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CERTIFICATION

I, Lawrence E. Kreider, Jr., Chief Financial Officer of Cedar Shopping Centers, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify as follows:

1. The Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 8<sup>th</sup> day of November, 2010.

/s/ LAWRENCE E. KREIDER, JR.

Lawrence E. Kreider, Jr., Chief Financial Officer