

THE SHOPS AT MONTEBELLO
RULES FOR PUBLIC USE OF COMMON AREAS
(Effective June 1, 2020)

I. Introduction

The Shops at Montebello (the “**Shopping Center**”) is privately owned and has not at any time been dedicated to public uses. Neither the enforcement of the following rules (“**Rules**”) nor the conduct of any activity pursuant to these Rules shall constitute or be deemed to constitute a dedication of the Shopping Center to public uses. The Rules do not constitute acquiescence or a waiver of the private property rights of the Shopping Center.

Members of the public or organizations seeking to use the Shopping Center’s common areas for non-commercial expressive activities must submit an application as described in these Rules and must abide by these Rules while on the Shopping Center’s property. No public use of the Shopping Center’s property is permitted for commercial purposes other than the patronage of the Shopping Center and its tenants.

II. Definitions

A. Non-Commercial Expressive Activity: “**Non-Commercial Expressive Activity**” is expressive activity that has a political, religious, or other non-commercial purpose, including, but not limited to, the request for signatures on petitions, the registration of voters, and the dissemination of non-commercial leaflets or flyers.

B. Permissible Activity: An individual’s peaceful, consensual, spontaneous conversations that are not accompanied by any other form of expressive activity (e.g., leafleting, signs, solicitations, etc.) and do not obstruct or disrupt normal business operations do not require advance application and approval. Any other Non-Commercial Expressive Activity is subject to the application process.

C. Approved Activity: “**Approved Activity**” is Non-Commercial Expressive Activity that is approved pursuant to these Rules.

Activities that will not be approved include:

1. Solicitation for the immediate receipt of funds (except that Participants may place a container marked “donations accepted” on a table in the Designated Area);
2. Sales of products or services;
3. Distribution of samples of products (except as may be permitted below);
and
4. Invitations, passes, or coupons giving the recipient anything that is otherwise available to be purchased.

D. Applicant: “**Applicant**” is the organization, group, or person requesting access, including collectively all persons entering the Shopping Center pursuant to these Rules.

E. Participants: “**Participant(s)**” are the individual(s) who engage in the Approved Activity pursuant to the Application. Each reference to Applicant in the Rules shall encompass each Participant identified in the Applicant’s approved Application. The Shopping Center management may limit the number of Participants engaging in an Approved Activity at any one time, in order to maintain a safe and secure shopping environment, objectively free of duress. Depending upon demand for access to conduct an Approved Activity, each Applicant shall be permitted to have no more than ten (10) people engaging in an Approved Activity at the Shopping Center any one time. Only one Applicant is permitted at a time in any Designated Area.

F. Designated Areas: “**Designated Area(s)**” are those area(s) identified with the numbers 1 – 3 on the map in **Exhibit A** to these Rules. Approved Activities may be conducted only within one Designated Area. In the case of a labor or other dispute involving a tenant of the Shopping Center, the tenant’s location in the Shopping Center shall be a Designated Area, but none of the Participants may be stationed directly in front of an entrance to that location or in any other location that interferes with or blocks entry into or exit from that location or any other location. Participants must share space in a manner that does not unduly interfere with ingress or egress to any business.

No Approved Activity may be conducted outside of a Designated Area.

The Designated Area for an Approved Activity is available on a first-come, first-selected basis, based upon the availability at the time the Applicant submitted its Application. The Applicant must select a Designated Area for its proposed Approved Activity at the time it submits its Application.

If one particular Designated Area is unavailable due to the Shopping Center or tenant-sponsored activity, construction, remodeling, or use by another Applicant who has previously selected the Designated Area, the Applicant may use another approved Designated Area, if available.

G. Business Day(s): “**Business Day(s)**” are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding legal holidays.

III. Application Process and Procedures

A. Obtaining and Submitting an Application: Every Applicant desiring to use the Shopping Center’s common areas for an Approved Activity must submit an application to the Shopping Center’s Management Office for permission to use the Shopping Center’s property for that proposed Approved Activity.

Copies of these Rules and copies of the Application for Use of Common Areas (the “**Application**”) are available by telephoning **(323) 722-1776**. This telephone number may be answered during regular business hours of the Shopping Center’s Management Office, which generally are 8:00 a.m. to 5:00 p.m. on Business Days. If the telephone is not answered, callers

will be requested to leave their name and contact information (telephone number) and a representative of the Shopping Center will return the call within a reasonable period of time. Callers may also try again. Copies of these Rules and the Application may be provided by U.S. Postal Service Mail, email or facsimile (and possibly by other methods as may be determined by the Shopping Center in the future) or may be physically picked up during regular business hours at the Shopping Center Management Office located at 2134 Montebello Town Center Drive Montebello, California 90640. The form of the Application is attached as **Exhibit B**.

Completed Applications must be received by the Shopping Center no later than 5:00 p.m. on the day that is at least two (2) Business Days prior to the date and time desired for the proposed activity. Applications may be submitted by U.S. Postal Service Mail or hand delivery, as described in the Application.

Applications submitted more than ninety (90) Business Days before the date of the proposed Approved Activity will not be accepted. Applications requesting multiple dates which include a date more than ninety (90) days in the future must be divided into multiple applications and submitted so that there are no more than ninety (90) Business Days between the date the Application is submitted and the date of the proposed Approved Activity.

This application process is necessary in order for the Shopping Center to coordinate multiple events and activities, ensure adequate staffing, anticipate parking demand, provide tables and chairs if needed, and ensure that the Applicant is familiar with, and will abide by, these Rules.

B. Review and Approval Notification: Upon receipt of a completed Application, the Shopping Center's employees or agents will review the Application and advise the Applicant concerning approval and necessary arrangements, including the Designated Area available for the Applicant's requested Approved Activity, normally at least twenty-four (24) hours prior to the first date requested by the Applicant. The Shopping Center will advise the Applicant concerning approval status and other arrangements in the same manner in which the Application was submitted (e.g., Applications submitted by mail will be responded to by mail). However, Applications submitted by hand delivery will be responded to by email, mail, or by telephone.

C. Approved Applications/Alternate Dates: If the Application is complete and complies with the Rules, but a Designated Area is not available for the date and time(s) requested, the Applicant will be advised of the first alternate date and time following the requested date when a Designated Area is available. If the Applicant wishes to engage in the requested activity on the alternate date, it must confirm its intent within one (1) Business Day after being notified of the alternate date or time(s), but not later than one (1) Business Day prior to the first alternate date. If the Applicant fails to indicate its intent to use the alternate date or time(s), the Shopping Center will deny the Application and will return a copy of the Application to the Applicant in the same manner in which the Application was submitted (e.g., Applications submitted by mail will be responded to by mail). However, denied Applications submitted by hand delivery will be responded to by email, mail, or by telephone.

D. Denied Applications: If an Application is denied, a copy of the denied Application with a notation indicating the reason for the denial will be delivered to the Applicant in the same

manner in which the Application was submitted (e.g., Applications submitted by mail will be responded to by mail). However, Applications submitted by hand delivery will be responded to by email, mail, or by telephone. A copy will also be available in the Shopping Center's Management Office.

IV. Deposits and Insurance

All Applications for proposed Approved Activity that includes handbills, pamphlets, or other written materials, must be accompanied by a \$50.00 deposit to cover costs of cleaning or picking up any litter generated as a result of the Activity. Such deposit shall be refundable to the Applicant less any costs attributed to cleaning and picking up litter. The refund will be given no later than thirty (30) days following the date of the Approved Activity. If additional clean-up is necessary, the Applicant shall reimburse the Shopping Center for the same.

If, based on reasonable objective criteria, the Shopping Center determines that the nature of the proposed Approved Activity creates a risk of injury or damage to persons or property, and that such a risk warrants special insurance protection, then the Applicant planning to engage in such activity must obtain appropriate insurance coverage. In general, the required coverage will be for Commercial General Liability, with Combined Single limits for Bodily Injury and Property Damage \$2,000,000.00 Each Occurrence. Said insurance policy shall name as additional insured Montebello Town Center Investors, LLC, UBS Realty Investors, LLC, Montebello Mall Management PR, LLC, Pacific Retail Acquisitions, LLC, Pacific Retail Capital Partners, LLC, Pacific Retail Holdings, LLC and Shops at Montebello. Prior to commencement of any Approved Activity, the Applicant shall provide the Shopping Center management with a valid certificate of insurance evidencing the same and which is valid on the date of the Approved Activity. In determining if such insurance protection shall be required, the Shopping Center's management office shall use the following criteria: (a) whether there is a prior history of injury to persons or property when this Applicant engages in the same or similar activity as the proposed Approved Activity; (b) whether there is a prior history of injury to persons or property when similar groups engage in the same or similar activity as the proposed Approved Activity; (c) the historical scope of the risk and whether it exceeds the minimal or inconsequential; (d) whether the risk can be lessened or eliminated by adjusting the time, date, place or planned manner of the proposed Approved Activity; and (e) if so, whether the Applicant is willing to make such adjustments.

V. Hours

If the Application is approved, the Applicant may engage in the Approved Activity only during the hours that the Shopping Center's tenants are open for business to the public ("**Normal Business Hours**").

VI. Abandonment

Failure to commence the Approved Activity within sixty (60) minutes of the beginning of the approved time period for an Approved Activity will be considered an abandonment of the right to engage in the Approved Activity and may result in termination of the Applicant's right to use the Designated Area for the entire time period requested on the Application.

VII. Peak Traffic Days

The Shopping Center's management has designated certain days during each calendar year as "**Peak Traffic Days**" when Approved Activity may be limited by location (i.e., fewer Designated Areas than on non-Peak Traffic Days) or by number of Participants (i.e., fewer

Participants than on non-Peak Traffic Days). In order to protect public safety, Approved Activity will be limited to no more than five (5) Participants engaging in Approved Activities in one (1) Designated Area on those days. A list of the Peak Traffic Days, including the Designated Area(s) generally available for Approved Activity on Peak Traffic Days, is attached to these Rules as **Exhibit C**. The Shopping Center management reserves the right to amend these Peak Traffic Days.

VIII. Furniture

As an accommodation to Approved Activities, permitted Applicants may use a table and a maximum of two (2) to four (4) chairs within a Designated Area, depending upon the size and configuration of the Designated Area, but there shall be no permanent invasion or installation on Shopping Center property. If a table is left unattended for more than fifteen (15) minutes without prior notice to and permission by Shopping Center management, it may be removed by the Shopping Center management

IX. Signage and Written Material

A. Size, location, number and style of placards or displays use or proposed to be used for any Approved Activity are subject to approval of the Shopping Center management based on the criteria set forth in this paragraph at the time of Application. To avoid obstruction of views, congestion, and disruption to normal business operations, no placard or display shall exceed 6' x 4'. There shall be no more than three (3) placards or displays in excess of 24'' along any dimension, and no more than one (1) placard or display for each Participant.

No signs, posters, displays or placards shall be permitted that use "fighting words," obscenities, or contain grisly or gruesome displays or intimidating slogans likely to provoke a disturbance.

If an Applicant intends or desires to hand out any material or use any signs, banners or posters in connection with its proposed Approved Activity,

- (a) the Applicant must provide a copy, text or photograph of any and all such material to the Shopping Center management prior to conducting the Approved Activity to allow the Shopping Center to determine whether these materials, signs, banners or posters contain any "fighting words," obscenities, grisly or gruesome displays or intimidating slogans likely to provoke a disturbance; or
- (b) the person signing the Application on behalf of Applicant shall represent and warrant to the Shopping Center as part of the Application that none of the materials, signs, banners or posters used in connection with the proposed Approved Activity will contain any "fighting words," obscenities, grisly or gruesome displays or intimidating slogans likely to provoke a disturbance.

B. Nothing may be affixed, attached, mounted, or placed on the Shopping Center property except as specifically set forth in these Rules. Materials may not be affixed to the Shopping Center furniture. No audio or video equipment may be used except as expressly permitted in part X, below.

C. Participants may not place anything on the property of any tenant or guest of the Shopping Center without the prior written consent of the tenant or guest and the Shopping Center's General Manager.

D. Participants may not distribute or offer samples of any products that otherwise might be commercially sold. Prohibited samples do not include small items of *de minimis* value which express the issue or message of Applicant (e.g., pencils or buttons featuring Applicant's name or message).

E. Applicant shall be solely responsible for the accuracy and truthfulness of all representations (whether written, verbal or otherwise), made by Applicant and any Participant while conducting an Approved Activity.

X. Light and Noise Level

A. Shopping Center patrons may be approached, but not harassed or followed, in connection with any Permitted Activity. Participants may not create noise of sufficient volume to disrupt or interfere with any tenant or patron (i.e., the public) to conduct business or to interact in conversational tones.

B. Participants may not use, operate, or permit to be played any musical instrument, or any device, instrument, or equipment for the reproduction, amplification or broadcast of sound in a manner which:

1. creates noise of sufficient volume to disrupt or interfere with any tenant or patron (i.e., the public) to conduct business or to interact in conversational tones; or

2. projects "fighting words," obscenities, pornography, highly inflammatory slogans reasonably likely to provoke violence, or racial, religious, or ethnic slurs.

C. Participants may not use lights or professional video equipment (such as tripods, lighting, etc.).

D. Displays, visual aids, or devices with moving parts that might expose the guests of the Shopping Center or the Shopping Center's business to danger or injury, or that threaten the health and safety of those present in the Shopping Center, are not permitted.

E. Televisions, monitors, computer displays and other video displays with a screen larger than thirty-two (32) inches are not permitted.

F. Electrical power will not be provided, and portable generators are not permitted.

XI. Decorum

Participants may not use physical force, obscene language or gestures, or make disparaging remarks based on disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other category protected by federal, state, or local law. Participants may not physically or verbally threaten any person, engage in fighting, or create any unlawful disturbance or disruption.

XII. Conduct

A. Participants may not:

1. impede, obstruct, or interfere with any guest or tenant of the Shopping Center, nor block or obstruct any entrance to or exit from the Shopping Center or any of its tenants;
2. create litter or potential safety hazards of any kind, or throw, discard, or deposit any paper, glass, or other matter of any kind in the Shopping Center except in designated trash receptacles;
3. smoke while engaging in the Approved Activity;
4. deface, damage, destroy, or remove any real or personal property constituting part of, or located in or on, the Shopping Center and belonging to the Shopping Center, its guests, or its tenants; or
5. utilize or bring onto the premises flammable, volatile, and/or explosive liquids or gases, paints, or staining chemicals.

B. Participants must at all times be fully clothed, including shoes and shirts. Clothing, including the form of or messaging on clothing, may not violate any law.

C. Applicants must comply with all applicable federal, state, and local laws and ordinances.

D. During the Approved Activity, Applicants must keep the Designated Area and the areas surrounding it clean, neat, and free and clear of trash and refuse related to the Approved Activity. Applicants are responsible for cleaning up any debris or garbage caused by the Approved Activity, including picking up and properly disposing of leaflets, handbills, and flyers distributed or made available to the Shopping Center guests as part of the Approved Activity.

E. Participants must keep all personal items, including purses, briefcases, supplies, and extra materials, if any, in a safe, neat, and orderly manner. Property may not be deposited with the Shopping Center's management, maintenance, or security. All personal property left unattended for more than thirty (30) minutes will be removed and treated as abandoned property according to state law; provided, however that the Shopping Center will make reasonable inquiry of persons in the immediate vicinity of unattended property prior to removal. The Shopping Center is not responsible for loss, or damage to Applicants' or Participants' property.

XIII. Sales/Solicitation Ban

Participants may not distribute commercial advertising or commercial promotional materials of any kind. Participants may not solicit for the immediate receipt of funds whether as consideration or donation, nor offer any items (including books, periodicals, or other materials) for sale in return for the immediate receipt of funds. Notwithstanding the foregoing, Participants may place a container marked “donations accepted” on a table in the Designated Area.

XIV. Non-Affiliation

Applicants may not make express or implied representations that the Shopping Center, or its management, or any tenant within the Shopping Center, sponsors or supports a view, belief, or request contained in any petition, statement, or literature being disseminated or exhibited by the Applicant without written permission from such entity or person.

The Shopping Center reserves the right to publicize the Shopping Center’s non-affiliation with Applicant’s activities.

XV. Enforcement

A. The Shopping Center’s management reserves the right to take any appropriate and lawful action including, without limitation, necessary legal action, to ensure compliance with these Rules. A violation of these Rules or an Applicant’s/Participant’s refusal to comply with the Rules, may result in warnings, termination or cancellation of that Applicant’s rights on that day, or denial of future applications.

B. Nonuse of a Designated Area for sixty (60) consecutive minutes or more during an approved time period may be considered an abandonment of the right to engage in the Approved Activity and may result in termination of the Applicant’s right to use the Designated Area for the entire time period requested on the application. If an Applicant fails to appear to engage in an Approved Activity and/or abandons use of a Designated Area on three (3) or more occasions, the Applicant may be banned from engaging in expressive activity at the Shopping Center for a six (6) month period following the third such abandonment.

C. Failure to enforce one or more of these Rules does not constitute acquiescence nor is it a waiver of the Shopping Center’s right subsequently to enforce the same or any other Rule(s).

XVI. Miscellaneous

A. Neither these Rules nor any approved Application shall be deemed to or construed as creating any contractual, fiduciary, or other relationship between the Shopping Center and any Applicant or Participant.

B. To retain the ability to adapt to new or changing circumstances, the Shopping Center’s management reserves the continuing exclusive right, without the necessity of advance notice or hearing, to alter, amend, modify, change, waive, interpret or terminate these Rules, or any of them, and/or to make new or different Rules. When any Applicant’s Approved Activity is

or will be affected by any change in these Rules, any then-approved Applicant will be promptly notified of such changes and will be given a copy of any new or modified Rule(s).

C. These Rules are intended to comply with all applicable legal requirements. To the extent they may be subject to interpretation or dispute, these Rules should be interpreted in a manner that provides the greatest protection, rights, and discretion to the Shopping Center, consistent with the requirements of applicable law.

EXHIBIT A

(DESIGNATED AREAS)

SAMPLE BELOW- REPLACE WITH CENTER MAP AND LOCATIONS

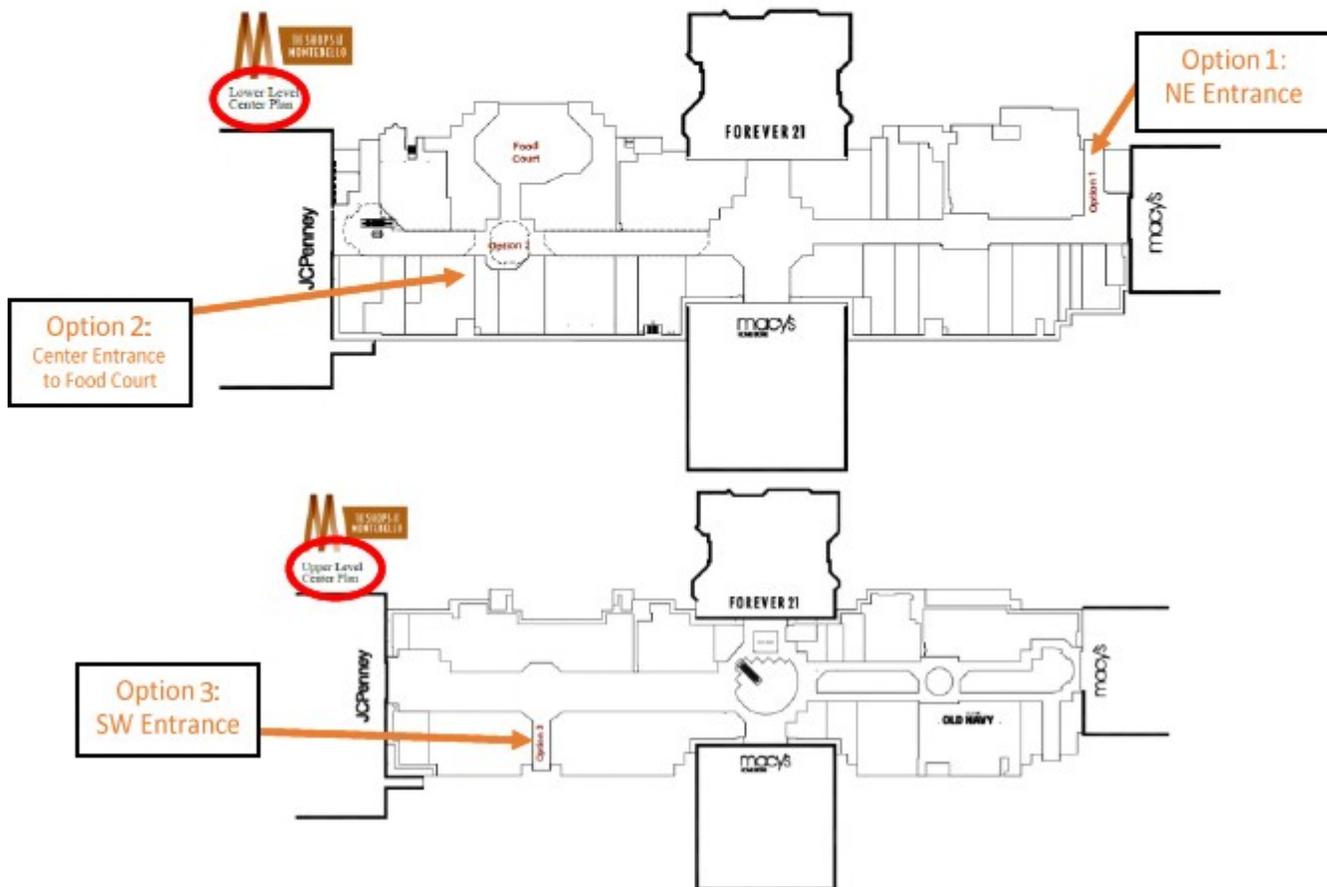


EXHIBIT B

(FORM OF APPLICATION FOR USE OF COMMON AREAS)

[Attached]

THE SHOPS AT MONTEBELLO
APPLICATION FOR USE OF COMMON AREAS
(Effective as of June 1, 2020)

This Application operates in conjunction with **The Shops at Montebello's** Rules for Public Use of Common Areas ("Rules"). Capitalized terms are defined in the Rules.

The purpose of this Application is to inform the Shopping Center management of the "who, what, when, where and how" of Applicant's proposed Approved Activity, so the Shopping Center's management can make appropriate determinations regarding the Applicant's proposed Approved Activity. Any Application that fails to adequately convey enough information to permit the Shopping Center's management to fully and properly evaluate the Applicant's proposed Approved Activity may be rejected for that reason.

This Application must be filled out completely and legibly. The information contained in this application will be kept confidential and will only be used by the Shopping Center management in furtherance of its business activities.

Applications may be submitted in accordance with the Rules as follows:

By Mail: **The Shops at Montebello**
2134 Montebello Town Center Drive
Montebello, California 90640

By Hand Delivery **The Shops at Montebello**
2134 Montebello Town Center Drive
Montebello, California 90640

1. If Applicant is an Individual:

Applicant's Name: _____
Applicant's Address: _____
Applicant's Telephone No.: _____
Applicant's E-mail Address: _____
Applicant's Fax No.: _____

2. If Applicant is a Group or Organization:

Name of Group or Organization: _____

Representative's Name: _____

Representative's Address: _____

Representative's Telephone No.: _____

Representative's E-mail Address: _____

Representative's Fax No.: _____

3. General subject matter of the proposed Approved Activity:

4. Type of the proposed Approved Activity (e.g., leafleting, signature gathering, voter registration): _____

5. Requested dates and times for the proposed Approved Activity: _____

6. Preferred Designated Area for the proposed Approved Activity: _____

7. Total number of individuals to be engaged in the proposed Approved Activity in the Designated Area: _____

8. Do you intend wish to use a table and chairs for the proposed Approved Activity?

Yes _____ No _____

9. Do you intend to wish to hand out material or use any signs, banners or posters in connection with the proposed Approved Activity?

Yes _____ No _____

10. Is a copy, text or photograph of any material, signs, banners or posters you intend to use in connection with the proposed Approved Activity included with this Application?

Yes _____ No _____

Note: If "No", you are required to sign the Representation and Warranty at the end of this Application.

11. Date of most recent expressive activity at [Mall name]: _____

12. Please list all permits and licenses obtained from any governmental agency, if any, concerning the proposed activity and attach legible photocopies if applicable:

13. Please list any previous injuries to persons or property occurring while Applicant was engaged in an expressive activity that is the same or similar to the proposed Approved Activity:

14. General Liability Insurance (if foreseeable risk warrants need for special insurance):

Company: _____
Policy No.: _____
Broker's Name: _____
Broker's Address: _____
Broker's Telephone No.: _____

For persons who claim exceptions to any Rule(s) based upon a disability, please identify the relevant Rule(s) and the accommodation you require:

Representations:

By making this application, I represent that I have read the Rules; I agree to comply with all of the Rules; and I agree that all persons participating under this application will be asked to comply with the Rules. If this application is being made in the name of an organization or group, I represent that I am authorized to make this application in the name of the organization or group.

I represent and warrant that all of the information contained in this application is true and correct.

Dated: _____

Signature of Applicant or Representative: _____

Name and Title of Applicant or Representative (please print): _____

Representations and Warranty Regarding Images.

The undersigned understands and acknowledges that Applicant is unwilling to submit a copy, text or photograph of any materials, signs, banners or posters that it intends to use in connection with the proposed Approved Activity. I represent and warrant, both in my capacity as an authorized representative of Applicant and individually, that (a) I have the ability control Applicant's use of materials, signs, banners and posters in connection with the proposed Approved Activity, and (b) Applicant will not use any materials, signs, banners or posters in connection with the proposed Approved Activity that contain "fighting words," obscenities, or contain grisly or gruesome displays or intimidating slogans likely to provoke a disturbance in connection with the proposed Approved Activity.

Dated: _____

Signature: _____

Name and Title of Applicant or Representative (please print): _____

EXHIBIT C

PEAK TRAFFIC DAYS

FOR NON-COMMERCIAL USE

Dates	Restrictions (if any)
Memorial Day Independence Day Labor Day Halloween Day After Thanksgiving Day December 24 December 26 December 31 January 2	Approved Activity will be limited to no more than five (5) Participants engaging in Approved Activities and to only one (1) Designated Area on those days.

The Center's management reserves the right to revise and amend this list. If any such changes in the Peak Traffic Days are made, any organization that holds a pre-approved Application will be notified of the changes and given a current list of Peak Traffic Days as quickly as is practical, but in any event, no less than thirty (30) days prior to any activity already approved and scheduled by such organization.