

**Glendale Galleria has an LPR Usage and Privacy Policy for each of its to two programs:  
Stationary LPRs and Mobile LPRs**

**California  
Stationary LPRs**

**Glendale Galleria and Galleria Office Tower  
Automated License Plate Readers - Usage Terms and Privacy Policy**

**Glendale Galleria and Galleria Office Tower's Use of the LPR System.**

Glendale I Mall Associates, LP and Glendale II Mall Associates, LLC (collectively "**Mall LLC**") and its security contractors ("**Security Contractors**") and together with Mall LLC ("**Operators**") use and operate automated license plate readers ("**LPRs**") in Mall LLC's provision of parking services and parking lot access (collectively "**Parking Services**") at Glendale Galleria and the Galleria Office Tower (collectively "**Property**") available to employees of tenants and to guests visiting the Property with the intention to shop, dine, attend an event or visit the offices for business purposes. This License Plate Reader Usage and Privacy Policy ("**LPR Policy**") describes how Operators will collect, use and disclose information collected in connection with the LPRs. By utilizing the Parking Services, you agree to, and agree to comply with, the terms of Mall LLC's LPR Policy and terms.

The following communicate how Mall LLC ("our", "we", "us") uses the LPR system. **Please read the LPR Policy carefully as it contains important information, including how any disputes must be resolved through arbitration or small claims court.**

**1) DATA COLLECTED**

The LPRs use stationary cameras to capture 30 second video clips ("**Video Clips**") and/or still images ("**Images**") of vehicles parked on Property, or otherwise utilizing the Parking Services, and collect the location, date, and time that the data was collected (collectively with Video Clips and Images, the "**LPR Data**"). The LPRs' point of focus is the vehicles' license plate numbers. The LPR Data is input into a software program operated by Operators and hosted by and licensed from Park Assist, LLC ("**Park Assist**"). Operators have the capability to add additional information ("**Operator Data**") into the system; Operator Data, LPR Data, and the system are collectively the "**LPR Dashboard**".

**2) PURPOSES/SHARING DATA/CITATIONS**

Mall LLC collects, uses and shares the LPR Dashboard for the following purposes: i) to provide the LPR Dashboard to law enforcement agencies in order for Operators to manage Property security matters (e.g., for identifying stolen vehicles, locating suspected criminals, etc.) and for local law enforcement agencies to manage their own law enforcement matters and serve our community; or, ii) to cooperate with law enforcement agencies, government requests, subpoenas, court orders or legal process as may be required; or, iv) to manage employee parking and general parking enforcement; or, v) to manage security matters; or, vi) to assist Shoppers with locating their parked vehicles; all as more particularly described herein.

- A. Government Agencies, Law Enforcement, and Courts.** Operators may share the LPR Dashboard with law enforcement agencies, government entities to cooperate with law enforcement agencies and government entities or to comply with laws, regulations, court orders and subpoenas, and other similar requests for information by authorities.
- B. Security; Law Enforcement.** Operators use the LPR Dashboard to manage Property security, including without limitation, to identify vehicles known to be associated with persons banned from the Property or of interest to Property security. In addition, Operators may use and share the LPR Dashboard with local law enforcement to

enable local law enforcement agencies to assist us in managing security at the Property and to assist local law enforcement in other valid law enforcement purposes pertaining to criminal activity including locating stolen cars or suspected criminals. Operators may also use and share the LPR Dashboard with other third parties as necessary to assist us in managing security.

**Other Legitimate Uses.** Operators may use and share the LPR Dashboard if we believe such use or disclosure is necessary to enforce Mall LLC's rights, to protect the safety of Shoppers and other guests, or to assist us in fraud prevention or investigation and to maintain the LPR system for the stated purposes.

- D. Parking Management and Parking Assistance.** Operators use the LPR Dashboard, in conjunction with other information, to monitor, prevent, and remedy unauthorized use of our Parking Services, including enforcing Property parking restrictions with the goal of reserving preferred parking spaces for Shoppers. Operators may use and share the LPR Dashboard with law enforcement or other third parties to assist us in managing parking at the Property. Additionally, the LPR Dashboard alerts Operators when the LPR system identifies a vehicle in the parking lot that may be of interest to Operator. Operators may also use the LPR Dashboard to assist Shoppers with locating their vehicle.

Operator Data includes certain information including, without limitation, license plate numbers and information pertaining to people employed by tenants of the Property ("**Employee Data**") as well as data related to security matters (e.g., vehicle information and reference numbers concerning past security incidents). The applicable user of the LPR Dashboard may issue a parking citation if a vehicle is improperly parked (e.g., the vehicle is a nonshopper vehicle, or the vehicle is registered as belonging to a tenant employee and is not parked in the designated tenant employee parking areas as required). Any citation notice on a vehicle should be read carefully, as Operators may arrange for such vehicles to be towed off the property as stated on the citation and at the owner's expense. Questions concerning towing or citations may be directed to the Property manager. Questions concerning designated employee parking may be directed to the Property manager, or an employee of a Property merchant or tenant may consult with their employer and reference the tenant handbook maintained by their employer.

- E. Parking Assistance.** If requested by a vehicle owner, we may assist them in locating their car.

### **3) AUTHORIZED USERS OF THE LPR SYSTEM/RECORD OF ACCESS/MONITORING THE LPR SYSTEM AND THE LPR DATA**

Authorized users of the LPR Dashboard may include the following people working for, or supporting, Property management or employed by a subsidiary of Brookfield Property REIT Inc, which has an ownership interest in the Property: General Manager, Assistant General Manager, Associate Operations Manager, Operations Manager, Sr. Director of Security Systems, Directors of National Operations, and the VP of Security ("**Mall Employees**"). In addition, authorized users of the LPR system may include the following people employed by Security Contractors: Security Director, Regional Director, Assistant Security Director, Security Supervisor, Security Dispatcher, and Security Officers ("**Contractor Employees**"). Park Assist, as the developer, may also access the LPR Dashboard. The General Manager, VP of Security, and a Director of National Operations are responsible for providing or limiting access. The General Manager ("**Custodian**") of the Mall is the official custodian of the LPR Data and is responsible for how it is used by the Operators. Mall Employees and Contractor Employees, who have a legitimate business need, are authorized to use and access the LPR Dashboard after they have been made aware of the policies that govern the program. Mall LLC trains Mall Employees who have access to the LPR Dashboard on how to use the LPR Dashboard and on the policies that govern the program. Security Contractors train their employees who have access to the LPR Dashboard on how best use the LPR Dashboard, correct errors, and on the policies that govern the program.

Park Assist takes reasonable measures to ensure the accuracy of LPR Data and to use tools to monitor and improve performance of the LPR system. Mall LLC believes that the LPR Data is accurate, but does not check its accuracy; Mall LLC

will correct known inaccuracies. Operators maintain a record of access and the official Custodian of the LPR Data may audit such records from time to time. Operators and Park Assist have implemented reasonable security procedures and practices designed to protect the LPR Dashboard as required by applicable law and the Custodian will conduct periodic audits of Mall LLC's use of the system.

The Glendale Police Department ("GPD") has access to the LPR Dashboard and their data use, retention, destruction, authorized users, authorized purposes, access, and training of the LPR Dashboard by the GPD shall be managed by their Administrative Services Division Commander as per their public ALPR Privacy Policy.

#### **4) RETENTION AND DESTRUCTION OF DATA CAPTURED BY THE LICENSE PLATE READERS**

Video Clips captured by the LPR system will automatically be deleted after 30 days; although Images are deleted when no longer needed, the data obtained from the Images may be retained indefinitely. Should any information from the LPR Dashboard be needed to assist with a security or law enforcement matter, it may be retained indefinitely, in paper and electronic form, as part of the security file until it is determined it is no longer needed; in addition, it may be shared with local law enforcement who may retain it in accordance with their own retention policy. LPR Data may also be retained for a longer period if required by law or other legal process. Any information in the LPR Dashboard and shared with a law enforcement agency is subject to that agency's applicable policies.

**5) ARBITRATION & CLASS ACTION WAIVER** By using the Parking Services in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Mall LLC and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the "**Company Entities**" or singularly as "**Company Entity**") arising out of, relating to, or connected in any way with the Parking Services or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, available [www.jamsadr.com](http://www.jamsadr.com), as modified by this agreement to arbitrate; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by this LPR Policy and any of the other agreements that the applicable user may have entered into with the Company Entities; (4) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or the applicable Company Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim without affecting other individuals; (7) the arbitrator shall not have the power to award punitive damages against you or any Company Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Company Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Mall LLC agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator; in addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Mall LLC will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (5) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor the Company Entities shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT, TO CLASS OR REPRESENTATIVE PROCEDURES, OR TO A JURY TRIAL. Notwithstanding any other provision of the LPR Policy, the Company Entities may

resort to court action for injunctive relief at any time. Further, notwithstanding any other provision of the LPR Policy, you and the Company Entities may mutually agree to resolve any claim, dispute or controversy in small claims court.

## 6) UPDATES/EXCLUSIONS/ACKNOWLEDGEMENT

Mall LLC reserves the right to update this LPR Policy from time to time. Any changes to the LPR Policy will be posted to the Mall website. Therefore, please read this LPR Policy prior to utilizing the Parking Services. This LPR Policy only applies to LPR system at the stated parking facility, it does not pertain to information collected by Mall LLC, or its affiliated companies, in any other manner. You acknowledge that Mall LLC and the GPD have separate privacy policies and terms and should you wish to communicate with either the GPD or Mall LLC you must contact each directly.

This policy pertains to data collected automatically from the LPR system. We reserve the right to update this policy.

4.19.2019

California  
Mobile LPRs

### License Plate Readers – Usage and Privacy Policy Brookfield Properties - Retail —shopping centers in California

#### What is the Purpose?

The mall utilizes License Plate Reader (LPR) technology for the purposes of enforcing our *Parking Program* and for *Crime Prevention and Law Enforcement Investigations*. LPR data is NOT used by the mall or third parties for marketing solicitations or target marketing.

#### Parking Program

LPR technology is used to help identify employee vehicles that are not parked in designated employee parking areas. This helps us maintain prime parking areas for customer use.

- LPR technology is used to help identify non-customer vehicles, examples include commuters, nearby office building workers, students at nearby schools, etc. Parking on our private property while going to other places not associated with the business of the mall is prohibited.
- Repeated non-compliance with our employee parking program and/or abuse of our private property parking lots may result in enforcement actions allowable by lease or local laws. This may include fining a tenant, towing, or temporarily disabling the individual's vehicle in a non-damaging manner with a commercial device intended for such purpose. Towing or the use of a temporary disabling device may require that a fee be paid to release the vehicle.
- We may use the technology to respond to a person who has requested assistance locating their car.

#### Crime Prevention and Investigation

LPR data may be shared in real time with local law enforcement for the purposes of detecting stolen vehicles, stolen license plates, and/or potentially "wanted" persons.

- LPR may be used to detect vehicles known to be associated with persons that have been banned from the property.
- LPR may be used to assist in detecting vehicles that are suspected of being associated with a recent crime or investigation.
- LPR data may be used to assist law enforcement with criminal investigations.

### **Collection and Use of LPR Data:**

LPR data is collected automatically when a security vehicle equipped with an LPR system drives by a vehicle and reads the license plate.

- The LPR system must be turned on at the time.
- LPR reads are not 100% accurate and may require a visual verification between the LPR data that was read and the actual license plate. This can be accomplished by comparing the photograph of the vehicle taken by the LPR system at the time of the read, or by looking at the actual vehicle.
- We can never expect the LPR system to provide 100% inventory of all vehicles in the parking lot at any specific time.
- Data reads include the license plate number, a photograph of the license plate (which may include parts of vehicle surrounding the license plate), the GPS location of the vehicle, and the time of date of the read (collectively, "LPR Data"). This same information can be observed by any person walking through the parking lot. Additional personally identifiable information is not paired with license plate reads in the LPR system.
- The LPR system is programmed to automatically delete LPR Data from the system after 30 days if the vehicle is not associated with a parking violation or action item concerning mall security or crime prevention, if a vehicle is associated with a parking violation or action item it will generally remain in the system for 180 days after an incident is logged and if in the case a banned vehicle or criminal activity, it may be retained longer. Additionally, we may keep LPR Data in a separate file if it relates to a specific security or parking matter, we do this for the purpose of managing or investigating that specific matter, claim, or issue.
- Real-time detection of wanted vehicles is facilitated through the LPR system and our third party automated LPR provider ("Service Provider").
- We will share LPR data if required by a Court Order. For certain mall security investigations, we may share LPR Data with law enforcement or a service provider engaged to assist us with investigations. Additionally, The LPR system allows us to give Service Provider permission to share LPR Data with local law enforcement agencies and typically we grant such permission to the police department that serves the mall. In such instances, the local law enforcement agency has direct access to the LPR system for their lawful purposes and their privacy policy governs their use of the data.
- Our contractors and personnel with access to the LPR system include the on-site security staff that operate the system at the mall and their managers, the mall management staff, and the Brookfield Properties Retail Corporate Security team and these people are trained to use the system and comply with the policies that govern the program and each have a unique user name and password and a record of access is maintained by the LPR system.
- BPR REIT Services LLC engaged the Service Provider and the Service Provider uses tools to monitor the system and conducts periodic audits of its system.
- Our on-site security staff are trained by their managers and are tasked with correcting known inaccuracies.
- Our Service Provider takes reasonable measures to monitor and maintain the security of the LPR System and we have calendared system reviews.

Our VP of Security is the official custodian of the LPR Data and is responsible for how LPR Data and system is used by our company and our paid contractors.

### **Who can I contact if I have a question?**

- If you have questions regarding the LPR program, please contact the mall manager.

This policy pertains to data collected automatically from the LPR system. We reserve the right to update this policy.