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RECORDER'S SPACE

RECIPROCAL EASEMENT
and
OPERATION AGREEMENT
for

Benson Park Plaza Replat 1 Subdivision

located at
OMAHA, NEBRASKA,

Effective Date: June 14 2000

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EXHIBITS

EXHIBIT A	Developer Parcel Legal Description
EXHIBIT B	HD Parcel Legal Description
EXHIBIT C	Site Plan
EXHIBIT D	Supplement to REA to be Executed by New Owner
EXHIBIT E	Pylon Sign Plan and Standards
EXHIBIT F	Signfaces
EXHIBIT G	Paving and Lighting Standards

Items to be shown on the Site Plan:

- The Developer Parcel and the HD Parcel (Recital C);
- Driveway areas (Article I A (i));
- Locations for utility easements (Article I B (i));
- Locations for City's utility easements (Article I B (i));
- Location for above ground electrical lateral (Article I B (i));
- Locations for Center Pylons (Article I D);
- Access Drives to be maintained by Operator (Article II D (ii));
- Access Drives to be swept by HD (Article II D (ii));
- Any permitted obstruction to the free flow of traffic and use of the parking and delivery facilities (Article III A (i));
- Initial layout for the Common Area (Article III A (ii));
- The limited curbing and other forms of traffic control within the Common Area (Article III A (ii));
- Building Limit Lines (Article III A (iii))
- Maximum Store Floor Areas (Article III A (iii));
- Location for any compact car parking spaces (Article III A (iv));
- Lots 1,2,3,4,5,6,7 and 8 (Article III A (vii));
- Curb cut from Developer's Parcel onto 72nd Street to be used for Subsequent Construction on Lots 5,6,7 and 8 of the Developer's Parcel (Article III B (iii));
- Curb cut to be used for Subsequent Construction on Lots 2,3 or 4 (Article III B (iii));
- Curb cut to be used for Subsequent Construction on the HD Parcel (Article III B (iii)).

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("REA") is made as of June 14, 2000, between HOME DEPOT U.S.A., INC., a Delaware corporation ("HD"), BENSON PARK PLAZA, L.L.C., a Nebraska limited liability company ("Developer").

Preliminary Statements

A. Developer is the owner in fee of certain real property located in Omaha, Nebraska, consisting of approximately 15.10 acres more particularly described in Exhibit A annexed hereto (the "Developer Parcel").

B. Under a purchase agreement dated December 16, 1999, ("Purchase Agreement"), concurrently with the execution of this REA HD is purchasing from Developer the real property consisting of approximately 12.56 acres (the "HD Parcel"), located contiguous to the Developer Parcel. The HD Parcel is more particularly described in Exhibit B annexed hereto.

C. The Developer Parcel and the HD Parcel are collectively referred to in this REA as the Shopping Center. The HD Parcel and the Developer Parcel have been subdivided as shown in the Site Plan ("Site Plan") which is attached as Exhibit C. Pursuant to Benson Park Plaza Replat 1 recorded concurrently with this REA, the Developer Parcel and the HD Parcel have been divided into various lots (collectively, the "Parcels" and each, a "Parcel").

D. In addition to HD, Developer is negotiating with various potential buyers for the sale and purchase of Parcels within the Shopping Center. This REA shall be an encumbrance on the title for each Parcel in the Shopping Center, and by closing on the purchase agreement and accepting title to a Parcel, the buyer of any Parcel in the Shopping Center shall accept the obligations and be entitled to the rights of an Owner (as defined herein) under this REA.

E. The term "Owner" shall refer to Developer and HD and to any purchaser of a Parcel in the Shopping Center and to the heirs, successors, grantees and assigns of Developer and HD and any purchaser as fee owners of any Parcel or part thereof (referred to in this REA individually as the "Owner", or collectively, as the "Owners"). Each subsequent Owner (whether claiming through Developer, HD or a subsequent first purchaser) of a Parcel or part thereof shall automatically be deemed, by acceptance of title to the Parcel or part thereof, to have assumed all obligations of this REA relating to that Parcel to the extent of such subsequent Owner's interest in the Parcel or part thereof and to have agreed to do any and all things reasonably required to carry out the intention of this REA. The transferor of any Parcel or part thereof shall upon the

completion of such transfer be relieved of all further liability under this REA to the extent of the transfer made by such transferor, except for liability for matters that may have arisen during the transferor's period of ownership that remain unsatisfied.

F. If any purchaser engages in what is commonly referred to as a "sale/leaseback" transaction, or if the buyer in a purchase and sale agreement or similar document assigns its rights or causes another entity to accept title pursuant to that agreement or similar documents and then concurrently enters into a long term "net" lease (i.e., a term of three years or more) with the party which accepted title (which transaction is sometimes referred to as a "synthetic lease"), and if the result of that lease is that the lessee agrees to perform the terms of and be entitled to the benefits of this REA, then in either of such events, such lessee shall for this REA be deemed the Owner of the Parcel subject to the lease notwithstanding another entity being the owner of record of that Parcel.

G. Upon its acquisition of a Parcel or portion thereof, the acquiring person or entity which shall become an Owner as defined in this REA shall execute a supplement to this REA substantially in the form attached hereto as Exhibit D, and that acquiring person or entity shall send a copy of the supplement in the manner provided for notice herein to every other Owner, and the previous Owner shall remain liable for all obligations as an Owner until a copy of the supplement is recorded in the county in which the real estate subject to this REA is located.

H. Developer, HD and all purchasers of a Parcel or a portion thereof recognize that it is in their mutual interest to cooperate in the operation of the Shopping Center in a uniform manner designed to ensure that the public perceive the Shopping Center to be a comprehensive shopping area. As a result, Developer, HD and each subsequent Owner hereby agrees and assents to the provisions of this REA relating to, (i) reciprocal easements for: pedestrian and vehicular ingress and egress over the Common Areas (as defined herein); parking; the maintenance and repair of the Common Areas; and the installation, repair and maintenance of the Common Facilities (as defined herein), and (ii) mutual restrictions for to the operation and maintenance of the Parcels, Common Areas and Common Facilities. For this REA, the term "Common Areas" shall mean the common amenities of the Shopping Center, such as roadways and driveways, accessways, parking areas, curbing, curb cuts, aisles, and service and delivery vehicle access and turnaround areas in the Shopping Center (collectively, the "Common Areas"). For this REA, the term "Common Facilities" shall mean the sidewalks, benches, building directories, light poles, pylon signs, directional signs, pedestrian coverings, light poles and lights, utilities serving the common amenities and utilities "stubbed out" to the individual buildings up to the point of the service connection, fire hydrants, landscaping, and storm drainage and storm water retention areas (collectively, the "Common Facilities"), and it is a condition of the grant of all easements, rights and other benefits in this REA that the Common Areas and Common Facilities may be utilized only by the Owners of Parcels within the Shopping Center and the invitees of those Owners.

I. The easements, obligations and restrictions created by this REA shall run to the benefit of and bind all of (i) the respective Parcels and (ii) the Owners, from time to time, of one or more of the Parcels or any portion of one or more of the Parcels.

NOW, THEREFORE, in consideration of the promises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and HD hereby declares, grants, covenants and agrees as follows:

ARTICLE I GRANT OF EASEMENTS

A Access Easements

(i) During the term of this REA, Developer, HD and each subsequent Owner hereby grants and conveys to each other Owner for its use and for the use of its customers, invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, and suppliers ("Permittees"), in common with others entitled to use them, a non-exclusive easement for the passage of vehicles over and across the driveway areas of the granting Owner's Parcel, as shown on the Site Plan as the driveway areas may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of the granting Owner's Parcel, as they may from time to time be constructed and maintained for such use. Such easement rights shall be subject to all reservations and other provisions in this REA. No Owner shall reduce or alter the driveway areas shown on the Site Plan so as to materially adversely impede ingress and egress through such driveways. The parking areas in the HD Parcel are reserved for parking of the Permittees of the Owner of that Parcel, and there shall be no general easement for "cross-parking" allowing the vehicles attending the business on any other Parcel to park on or within the parking areas of the HD Parcel. The other Parcels within the Shopping Center shall have cross-parking rights as between them so long as the overall parking ratio required in Article III A (v) below is met. Each Owner shall have the right to post appropriate signs advising the public of these parking restrictions and may enforce these restrictions by towing or other legal means. An Owner may erect fences or other barriers to deter or prevent its Parcel from being used by patrons of a business located on another Parcel, but such fences or barriers shall not impede the access of vehicles through driving areas shown on the Site Plans. Each Parcel shall be "self parked" (i.e., there shall be adequate parking in each lot to service the business(es) in that Parcel), and no Owner shall be entitled to include spaces in another Parcel to meet governmental parking requirements for that Owner's Parcel.

(ii) Each Owner reserves the right to close off its portion of the Common Areas for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent anyone from acquiring prescriptive rights; provided,

however, that prior to closing off any portion of the Common Areas, such Owner shall notify all other Owners in writing of its intention to do so and shall coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur;

(iii) Each Owner reserves the right at any time and from time to time to exclude and restrain anyone who is not an Owner or a Permittee from using its portion of the Common Areas. Each Owner agrees to use reasonable efforts to cause all delivery trucks or other service trucks entering the Shopping Center to serve the business(es) located on that Owner's Parcel to: (a) use for ingress and egress only that portion of the driveway areas which least impede or encumber customer traffic; and (b) park in the rear of the buildings and not in the customer parking areas in the front of the buildings.

B Utility Easements

(i) Each Owner hereby grants and conveys to each other Owner non-exclusive perpetual easements in, to, over, along and across those portions of the Common Areas located on the granting Owner's Parcel and shown on the Site Plan as "Utility" or other similar designation where clearly marked for the installation, operation, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines (as hereinafter defined). "Utility Lines" includes all sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines installed by Developer, City or any other public or quasi-public utility provider. To the extent granted to the City as shown on the Site Plan, each Owner recognizes that the City has utility lines which may have been installed in exclusive easements. All Utility Lines shall be underground except:

- (a) ground mounted electrical transformers;
- (b) as may be necessary during periods of construction, reconstruction, repair or temporary service;
- (c) as may be required by governmental agencies having jurisdiction over the Shopping Center;
- (d) as may be required by the provider of such service;
- (e) fire hydrants; and
- (f) an electric lateral at the rear of the HD Parcel in the location shown on the Site Plan.

(ii) Any additional Utility Lines (other than those installed and maintained by the City) shall be installed, and any relocation of existing Utility Lines shall be made, subject to the prior written consent of all of the Owners using the Utility Lines or whose Parcel is affected by the installation or relocation, which consent shall not be unreasonably withheld or delayed. Non-essential or non-emergency additional installations or relocations shall not be performed between April 1 and June 30 of each year unless each Owner consents in its reasonable discretion. The Owner performing the additional installation or relocation shall, at its cost and expense, immediately repair any damage

to any improvements and shall indemnify and hold the burdened Owner, any occupant of the burdened Owner's Parcel and any other Owner served by the Utility Lines harmless from any claims, damage or loss which may result from making such additional installation or relocation. If the party performing the additional installation or relocation fails to repair immediately any damage to any improvements, the injured Owner shall have the remedies set forth in Article VI hereof. Any party performing additional installation or relocation of Utility Lines shall maintain, or cause its contractor to maintain, liability insurance naming the affected Owner or Owners as additional insureds.

(iii) Each Owner hereby grants and conveys to each Owner of an adjacent Parcel the perpetual right and easement to discharge surface storm drainage and runoff from the grantee's Parcel over, upon and across the Common Areas of the grantor's Parcel, but once paving is installed, no Owner shall alter or permit to be altered the surface of the Common Areas or the drainage/retention system constructed on its Parcel if such alteration would materially increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a detention area which was not designed to take such additional water or which would otherwise adversely affect the adjacent Owner's use of its Parcel.

C Construction Easements

For any construction work to be performed in the initial development of the Shopping Center and for any Subsequent Construction (as defined below), each Owner hereby grants to the other Owners temporary easements for incidental encroachments upon the granting Owner's Parcel which may occur as a result of construction, so long as the requirements of Article III, Subsection B are met.

D Pylon Sign Easement; Pylon Signs

Developer shall construct three (3) electrified shopping center pylon sign at the locations shown on the Site Plan ("Center Pylons"). The pylon structure and sign shall be designed substantially as shown in the sign exhibit annexed hereto as Exhibit E. Each Owner shall be entitled to use the portion of each signface as set forth on Exhibit F. The design, color and positions of each of the signfaces shall be as set forth on Exhibit F. Each Owner or tenant shall bear the cost of creating, installing and maintaining its signface on the pylon signs. During the term of this REA, Developer, HD and each subsequent Owner hereby grants and conveys to each other Owner for its use an easement to cross the Parcel of the grantor so that the grantee may maintain and replace its sign face on the pylon sign located on the grantor's Parcel. Developer covenants and agrees that: (i) it will not allow any other sign panel on any of the Center Pylons to use orange as a primary color as long as HD's Signs use orange as a primary color; and (ii) that only businesses within the Shopping Center may have signs on the Center Pylons. The cost of maintaining the Center Pylons shall be a CAM Cost (as defined below).

ARTICLE II MAINTENANCE, TAXES AND OPERATION

A Maintenance and Repair of Buildings by Owners

(i) Each Owner shall maintain, repair and replace the building "(Building)" and other improvements located on its Parcel in a clean, safe, sightly and functional condition based on standards of first-class community shopping centers in the Omaha metropolitan area.

(ii) Each Owner shall cause the Building and other improvements on its Parcel to comply with all laws and governmental regulations applicable thereto; provided, however, an Owner may contest any such law or regulation so long as the contest creates no material danger of loss of title to, or impairment of the intended use of all or any portion of the remainder of the Shopping Center.

(iii) Major construction projects (except those required to maintain safe and reasonable access to and from the Shopping Center or to any Building located therein or which would otherwise be necessitated as a result of an emergency condition) shall be prohibited within the Common Areas during the months of April, May and June.

B Real Estate Taxes

Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, levied on that Owner's Parcel and the improvements and equipment located on that Parcel. To the extent that a portion of the Common Areas is located on an Owner's Parcel, such Owner shall pay all real estate taxes, assessments and personal property taxes for those Common Areas. Each Owner shall have the right to contest any such tax or assessment so long as it is contested in good faith through appropriate proceedings and the action is diligently pursued. Notwithstanding the foregoing, under no circumstances shall any such contest result in the forfeiture or defeasance of title to the Owner's Parcel by the taxing authority.

C Operation and Lighting

Except as otherwise expressly provided herein, each Owner shall keep the roadways and parking areas of its Parcel open to the customers of the Shopping Center seven days a week at all times. Each Owner shall keep the Common Areas on its Parcel lighted from dusk until 11:00 p.m. on Monday through Saturday and after dusk until 10:00 p.m. on Sunday. It is recognized that Owners or their tenants may be open for business at different hours, and that an Owner may wish to have the Common Area lights on another Parcel be illuminated before or after the required time period. Accordingly, an Owner ("Requesting Owner") shall have the right, at any time, to require the Owner that controls the lighting on such Parcel ("Requested Owner") to keep the Common Area lights it controls operating as stipulated by the Requesting Owner, provided that the Requesting Owner notifies the Requested Owner of such request not less than fifteen (15) days' in

advance. The Requesting Owner shall state the period during which it wishes such Common Area lights to be kept operating and shall pay to the Requested Owner a prepayment as follows:

(i) If the period is less than thirty (30) days, then the prepayment shall be the reasonable cost for such additional operation (including electrical power, bulbs and manpower), as estimated by the Requested Owner; and

(ii) If the period is thirty (30) days or longer, then the prepayment shall be the reasonable cost for such additional operation (including electrical power, bulbs and manpower) for thirty (30) days', as estimated by the Requested Owner, and the Requesting Owner shall renew such prepayment at the end of each thirty (30) day period.

If the Requesting Owner is of the opinion that the estimated prepayment established by the Requested Owner is greater than one hundred percent (100%) of such additional operation, the Parties shall attempt to agree upon the cost of such additional operation but if they cannot do so, then the amount the Requesting Owner is obligated to pay shall be estimated by the electrical utility company furnishing such power, or if the electrical utility company elects not to do so, by a reputable electrical engineer. Upon the failure of a Requesting Owner to pay the estimated amount or renew a prepayment as required hereby, the Requested Owner shall have the right to discontinue such additional lighting and to exercise any other remedies herein provided. Any such request for additional lighting may be withdrawn or terminated at any time by written notice from the Requesting Owner, and a new request or requests for changed hours of additional operation may be made from time to time.

D Maintenance of Common Areas

(i) Each Owner shall be responsible to perform all Common Area Maintenance (as defined below) on its Parcel. Each Owner hereby initially approves for appointment Seldin Company as the party ("Operator") to perform the Limited Common Area Maintenance (as defined below) in the Shopping Center. In lieu of any other charge for indirect costs (including but not limited to the cost of the operation of any office, accounting services and other services not directly involved with maintenance and operation), Operator may include in CAM Cost (as defined below) an amount to be paid to Operator as an allowance for its supervision of the Limited Common Area Maintenance, equal to ten percent (10%) of the CAM Costs (excluding for such calculation amounts paid for insurance, real estate taxes, personal property taxes and assessments, and fees paid to a third party to perform Limited Common Area Maintenance on Operator's behalf).

(ii) Maintenance of the Common Areas shall be divided into three (3) separate areas of responsibility, as follows:

(a) "HD's Common Area Maintenance", which shall be the sole responsibility of HD, shall be limited to sweeping of those access drives so designated on the Site Plan.

(b) "Limited Common Area Maintenance", which shall be the sole responsibility of the Operator, shall be limited to (1) maintenance, repair and replacement, as necessary, of those access drives so designated on the Site Plan, the Center Pylons, and all Utility Lines and all utility mains and laterals or other or other components of any such utility system serving multiple users within the Shopping Center up to the connection point leading into a building; (2) snow and ice removal from the parking lot, drive aisles and sidewalks within the Common Areas of the Shopping Center; and (3) care of all lawn areas within the Common Areas, including, without limitation, the irrigation, fertilizing, trimming and edging of such lawn areas.

(c) "Common Area Maintenance", which shall be the obligation of the Owner of each Parcel within the Shopping Center, at its sole cost, shall mean (1) performing such maintenance, cleaning, repair and replacement, as necessary, of the Common Areas and Common Facilities within such Owner's Parcel as is not covered under "HD's Common Areas Maintenance" or "Limited Common Areas Maintenance", and (2) maintaining insurance covering the Common Areas within such Owner's Parcel as required under this REA.

All maintenance and repairs of the Common Areas and Common Facilities as above described shall be performed in a manner consistent with the quality and character of first-class community shopping centers similar to the shopping centers in the Omaha metropolitan area. Standards for lighting, paving and striping of Common Areas shall be according to Exhibit G attached hereto.

(iii) As used herein, the term "CAM Costs" shall mean all third-party, documented costs and expenses (excluding the costs of any Developer-owned or Operator-owned or controlled business or service to the extent such costs are not competitive) reasonably incurred by Operator to perform Limited Common Area Maintenance. CAM Costs shall also include a \$4,000 annual payment to the City of Omaha for maintenance of two traffic signals, one located at the intersection of 72nd Street and the access road into the Shopping Center and the other at the intersection of Ames Avenue and the access road into the Shopping Center. It is understood that the annual fee payable to the City of Omaha for maintenance of the traffic signals is subject to increase every four years, as provided in the Redevelopment Agreement dated March, 2000, and related to the Shopping Center (the "Redevelopment Agreement"). As used herein, the term "HD's CAM Costs" shall mean all third-party, documented costs and expenses reasonably incurred by HD to perform HD's Common Area Maintenance. Any single CAM Cost in excess of \$10,000 shall be approved in writing by at least two Owners before the cost is incurred.

CAM Costs shall not include:

- (a) depreciation charges of any kind;
- (b) interest or principal payments on any mortgage or other indebtedness of Operator;
- (c) petty cash requirements;
- (d) ground rent or any cost or expense for a ground lease;
- (e) penalties, fines, late charges, interest or finance charges and costs incurred to correct any violations of law, codes or ordinances;
- (f) Developer's original investment or cost in the Shopping Center or depreciation thereon, including the cost of correcting any construction defects;
- (g) repairs, restoration or other work occasioned by fire, windstorm, or other casualty or repairs related to condemnation to the extent covered by insurance and amounts reimbursed under any contract or warranty;
- (h) expenses or other costs incurred in leasing or procuring occupants of the Shopping Center, and in enforcing leases and resolving disputes with tenants;
- (i) leasing or real estate commissions or brokerage fees;
- (j) advertising expenses;
- (k) expenses for renovating space for a new tenant or other tenant improvements;
- (l) costs related to repairs of buildings required under any lease or sale of Parcels in the Shopping Center;
- (m) compensation and fringe benefits paid to any employee ("Executive Employee") of Operator who is not engaged (on a full time basis) in the actual repair or maintenance (as distinguished from supervision only) of the Common Areas of the Shopping Center;
- (n) any social security taxes or unemployment insurance premiums for Executive Employees of Operator as defined in (m) above;
- (o) Operator's profit, administration and general overhead;
- (p) any costs and expenses resulting from Operator's failure to comply with the terms and provisions of this REA or any lease or other agreement pertaining to the operation of the Shopping Center;
- (q) any costs and expenses for services provided to less than all of the Owners and tenants;
- (r) any costs and expenses relating to repairs covered by warranty;
- (s) any costs and expenses which, under GAAP consistently applied, relate to items not normally considered to be maintenance or operating costs for common areas.
- (t) real property tax and assessments unless they are levied expressly against Common Areas or Common Facilities, in which case such taxes shall be paid by the Owners in the same proportion that the square footage of their Parcel bears to the total square footage of all Parcels in the Shopping Center;
- (u) reserves;
- (v) amounts paid in excess of competitive rates; and

- (w) entertainment, transportation, meals and lodging of anyone.

Each Owner, during its tenure as an Owner in the Shopping Center, shall pay Operator in monthly installment payments ("CAM Payments") in advance, that Owner's Share of CAM Costs; payments for the first calendar year (or portion thereof) of operation shall be based on a reasonable estimate of CAM Costs prepared by Operator. CAM Payments thereafter shall increase or decrease annually (based on actual CAM Costs for the preceding calendar year) on notice from Operator given after actual CAM Costs for such calendar year are determined. The Owners' contract with the Operator shall require the Operator within one hundred twenty (120) days after the end of each calendar year to deliver to each Owner a statement prepared in reasonable detail showing (i) the categories and amounts of CAM Costs paid by Operator for the preceding Calendar Year, (ii) each Owner's Share of CAM Costs for the preceding Calendar Year, and (iii) each Owner's aggregate CAM Payments for the preceding Calendar Year; however, Operator's failure to send the statement within the 120 day period shall not bar collection nor excuse payment. The Owners' contract with the Operator shall also require the Operator upon request to deliver to an Owner who requests them copies of all relevant invoices and receipts pertaining to a specific CAM Cost disputed by the requesting Owner. Finally, the Owners' contract with the Operator shall require the Operator, if an Owner's CAM Payments during such calendar year exceed that Owner's Share of CAM Costs, to credit the excess amount against CAM Costs thereafter payable by that Owner, and if that Owner is then no longer an Owner, the excess shall be promptly refunded to that Owner or to such other person or entity as that Owner may direct. If an Owner's CAM Payments are less than its Share of CAM Costs, that Owner shall pay the deficiency to Operator within thirty (30) days after written notice from Operator. If an Owner fails to pay its CAM Payments, the provisions of Article VI of this REA shall apply. As used in this paragraph, an Owner's "Share" shall mean a fraction, the numerator of which shall be the square footage of the ground floor leasable area of the buildings completed on that Owner's Parcel, excluding outside sales area exclusive to a single Owner, and the denominator of which shall be the ground floor square footage of all buildings completed on all of the Parcels excluding outside sales area exclusive to a single Owner. In determining ground floor leasable area of any building in the Shopping Center, measurement shall be made from the centerline of any common walls and from the outside of any exterior walls and shall exclude loading docks. Changes in applicable ground floor area shall result in corresponding changes in each Owner's "Share".

Each Owner shall pay HD its Share of HD's CAM Costs within thirty (30) days after HD has submitted an invoice for the amount to that Owner.

The Operator may submit a supplemental billing to each Owner to cover the cost of any emergency Limited Common Area Maintenance performed to prevent injury or damage to person or property. The Owners' contract with the Operator shall require the Operator to advise each Owner of such emergency condition as soon as reasonably possible,

including the corrective measures taken and the cost thereof. The supplemental billing submitted by Operator for emergencies shall include evidence supporting such payment, and each Owner shall pay its share thereof within thirty (30) days.

The Owners' contract with the Operator shall require the Operator to and by performing the obligations of Operator hereunder the Operator shall be deemed to agree to defend, indemnify and hold each Owner and the affiliates of each Owner harmless from and against any mechanics, materialmen's and/or laborer's liens, and all costs, expenses and liabilities for those liens, including, but not limited to, reasonable attorney's fees and court costs, arising out of, or due to, or because of, Operator performing the Limited Common Area Maintenance, and if any Parcel becomes subject to any such lien, Operator shall promptly cause such lien to be released and discharged of record or bonded or diligently contest in good faith any such lien and provide such title insurance endorsements as may be reasonably required by the Owner of the Parcel subject to such lien. The Owners' contract with the Operator shall provide that if the Operator contests any such lien, upon resolution of such contest, Operator shall promptly cause such lien to be removed. The foregoing notwithstanding, if any Owner fails to pay when due its Share of CAM Costs, the cost of removing any mechanic's, materialmen's or laborer's liens resulting from such failure shall be the responsibility of the defaulting Owner and not the Operator.

ARTICLE III COVENANTS AND RESTRICTIONS

A Restrictions on Use and Operation

The Shopping Center and each Parcel therein shall be subject to restrictions listed in this Article, and all such restrictions shall be binding on each Owner and each of its tenants, occupants, employees, agents or Permittees.

(i) No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan or as expressly provided in this REA for such activities as construction and the loading or unloading of trucks.

(ii) The Common Area shall be initially constructed as shown on the Site Plan; provided, however, no fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area, exclusive of the limited curbing and other forms of traffic control depicted on the Site Plan, permitted staging and/or storage areas and Outside Sales Areas. Any change in the Common Area from what is shown on the Site Plan must be submitted in writing for review and approval by HD. The approval must be requested at least fifteen (15) working days prior to commencing the work reflected in the change.

(iii) No building or other structure of any kind shall be constructed outside of the Building Limit Line as shown on the Site Plan, nor shall any building or structure in the other Parcels exceed the "Maximum Store Floor Areas" indicated in the Site Plan. Notwithstanding the foregoing, immaterial deviations in locations of buildings and other structures will be permitted to account for minor field adjustments, but under no circumstances (except those permitted by this REA) shall any building or other structure be located outside of the boundary lines of the Owner's Parcel.

(iv) No building (including parapet walls or any other projections of any kind) on an outparcel in the Shopping Center shall exceed a height of 25 feet; except that buildings on outparcels may have towers or other architectural details which exceed 25 feet so long as the width of the detail does not exceed 20% of the width of the building. No building (including parapet walls or any other projections of any kind) in the Shopping Center, except for outparcels which are discussed above, shall exceed the average parapet height of HD's store building. Notwithstanding the foregoing height limitation, each Owner may install and/or locate satellite dishes, antennas and similar telecommunication devices on the roof or external walls of its building, provided all such communication equipment is installed and maintained according to all applicable rules, regulations and ordinances.

(v) No building or other structure shall be permitted within the Shopping Center if such building or other structure would reduce the parking ratio within the Shopping Center or in any individual Parcel to fewer than the following minimum requirements:

(a) For Lots 1,2,3 and 4: 4.52 parking spaces for each one thousand (1,000) square feet of ground floor leasable area; provided, however, that compact car parking spaces shall be located only in the areas, if any, designated on the Site Plan and further provided the Owners may agree to a lower number so long as it provides the number of parking spaces required under applicable governmental rules, regulations and ordinances in effect at the time the applicable building or structure is constructed;

(b) For all other lots within the Shopping Center: the number of parking spaces required under applicable governmental rules, regulations and ordinances in effect at the time the applicable building or structure is constructed or as provided in subsection (c) below, whichever requires the greater number of parking spaces;

(c) The following restrictions apply to all Parcels:

(1) if a business use contains a drive-up unit (such as remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less

than five (5) automobiles for each drive-up unit;

(2) for each single "sit-down" Restaurant, such as Applebee's, Chili's or Outback Steakhouse one (1) parking space for each two seats;

(3) for each single "fast food" Restaurant, such as McDonald's, Burger King or Wendy's and each "breakfast type" Restaurant, such as IHOP, ten (10) parking spaces for each for each one thousand (1,000) square feet of ground floor leasable area;

(d) all parking spaces on the HD Parcel shall be a minimum of nine and one-half feet in (9.5') width and the distance between rows of parking stalls within the HD Parcel shall be at least sixty-three feet (63') measured from spine to spine.

(e) outparcels shall have cross-parking rights as between them so long as the overall parking provided on the outparcels sharing parking meet the parking ratios required in this REA.

(vi) Construction, renovation or repairs or other activity affecting the exterior of the buildings in the Shopping Center shall be conducted in a manner so as to limit, to the maximum extent practicable, any interference with the operation of the remainder of the Shopping Center.

(vii) No use shall be permitted in the Shopping Center which does not comply with required zoning, as amended from time to time, or which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(a) Any use which emits litter or an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Shopping Center; or other activity which may constitute a public or private nuisance;

(b) Any operation primarily used as a storage warehouse operation, and any assembling, manufacturing, distilling, refining, smelting, any firing, explosion or other damaging or dangerous hazards; agricultural, or mining operation;

(c) Except as provided below, any "second hand" store or "surplus" store;

(d) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

- (e) A bar, pub, nightclub, music hall or disco in which less than fifty percent (50%) of its space or revenue is devoted to and derived from food service;
- (f) A bowling alley;
- (g) A billiard or bingo parlor;
- (h) A flea market;
- (i) A massage parlor;
- (j) A funeral home;
- (k) A facility for the sale of paraphernalia for use with illicit drugs;
- (l) A facility for the sale or display of pornographic material (as determined by community standards for the area in which the Shopping Center is located);
- (m) An off-track betting parlor/facility;
- (n) A carnival, amusement park or circus;
- (o) Except as provided below, a gas station, car wash or auto repair or body shop;
- (p) Except as provided below, a facility for the sale of new or used motor vehicles, trailers or mobile homes;
- (q) A facility for any use which is illegal or dangerous, constitutes a nuisance or is inconsistent with an integrated, community-oriented retail and commercial shopping center;
- (r) A skating rink;
- (s) An arcade, pinball or computer gameroom;
- (t) Service-oriented offices (such as, by way of example, medical or employment offices, travel agencies, real estate agencies laundry or dry cleaning establishments) or other non-retail uses except for offices and storage facilities incidental to a primary retail operation and except as otherwise provided below;
- (u) A banquet hall, auditorium or other place of public assembly;
- (v) Any dumping, disposal, incineration or reduction of garbage or refuse

other than handling or reducing such waste if produced on the premises from authorized uses and if handled in a reasonably clean and sanitary manner;

(w) A training or educational facility (including, without limitation, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers); provided, however, this prohibition shall not be applicable to on-site employee training by an occupant of the Shopping Center incidental to the conduct of its business at the Shopping Center;

(x) A gymnasium, sports or health club or spa;

(y) A liquor store; or

(z) A dry cleaning establishment.

Notwithstanding the proscriptions contained in subsections (c), (o), (p), (t), (x) and (y):

(1) Second hand stores such as Play-It-Again Sports, quality antique stores, and similar stores typical of first class neighborhood shopping centers will be allowed in-line on Lots 6, 7 and 8 as shown on the Site Plan;

(2) One gas station will be allowed on any of Lots 5 or 6 as shown on the Site Plan, and a car wash will be permitted as an incidental part of the operation of such gas station. Also, a Lube 'n Tune, TBA or other such use will be allowed on any of Lots 5, 6 or 8;

(3) The sale of automobiles, trailers, RV's or mobile homes will be permitted on Lots 5, 6 or 8, provided that there is no exterior on-site display of such vehicles;

(4) Travel agencies, medical dental and real estate offices will be permitted in-line on Lots 5, 6 and 8 only. A dry cleaner will be permitted, provided that it is a pickup station only, with no on-site use of dry cleaning fluids;

(5) A health club will be permitted on Lot 8 only;

(6) A specialty beer or wine store, as opposed to a free standing package liquor store, and the incidental sale of liquor by other retailers such as a drug store will be permitted; and

(7) A bank will be permitted on Lots 2 or 3 only.

HD may, in its sole discretion, waive any of these prohibited uses and the waiver will be personal to the entity requesting the waiver and shall only apply to the use for which the waiver is requested.

(viii) No Owner shall use, or permit the use of Hazardous Materials on, about, under or in its Parcel, or the Shopping Center, except for ordinary and necessary quantities of cleaning, pest control, maintenance and office supplies used in the ordinary course of its usual business operations conducted thereon, or sold as a part of the seller's normal inventory maintained for retail sales, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by such Owner or its tenant, whether or not in the ordinary course of business. The term (a) "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (b) "Environmental Laws" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

(ix) Except as stated below and in the following subsection, no merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the Common Area. The foregoing prohibition shall not be applicable to (a) the storage of shopping carts or the installation of an "ATM" banking facility on a Parcel; (b) the seasonal display and sale of bedding plants and nursery supplies on the sidewalk in front of any building located on a Parcel, (c) temporary sidewalk sales, (d) temporary Shopping Center promotions, except that no promotional activities will be allowed in the Common Area without the prior written approval of HD, such approval not to be unreasonably withheld so long as there is no adverse effect on parking on any other Parcel. The seasonal display of bedding plants and nursery supplies and any sidewalk sale must be conducted in a neat and orderly manner. Any increased CAM Costs caused by such outdoor sales shall be the sole responsibility of the Owner or Owner's tenant conducting the outdoor sales. In addition, if a recycling center or equipment is required by law to be located in the Shopping Center, the location thereof shall be subject to the approval of HD so long as HD is an operator of a Building in the Shopping Center, and if not, then approval shall be by any two of the three Owners of Parcels in the Shopping Center. Anything to the contrary herein notwithstanding, the rental (and parking on the HD Parcel) of delivery vehicles by HD as part of its home improvement center business shall not constitute a violation of any of the uses prohibited pursuant to Article III hereof.

(x) So long as HD is the occupant of a Parcel in the Shopping Center, but subject to

all applicable laws and ordinances, HD may use the sidewalks in front of its store and portions of the Common Area for the seasonal display and sale of merchandise, and HD may use a portion of the Common Area adjacent to its building as a staging area for the temporary storage and staging of inventory, but such staging area and seasonal sales area shall not obstruct vehicular or pedestrian passage. Such seasonal display and sale of merchandise shall be at HD's sole risk and expense. All maintenance directly related to the upkeep and sale of seasonal merchandise shall be HD's responsibility.

(xi) No Owner shall operate, or permit the operation of, loudspeakers or other sound electronically amplified so as to constitute an audible nuisance in the Common Area.

(xii) No Owner shall install or permit to be installed by any Owner, any other occupant or other person anywhere in the Shopping Center, any radio or other transmitting equipment which would cause any interference with satellite, radio or television reception or transmission in or from any other building in the Shopping Center.

(xiii) Except to the extent required by law, no Owner or tenant of the Shopping Center or its customer or employee shall be charged for the right to use the Common Area. For this provision, a tax assessment or other form of charge applicable to parking spaces or parking lots may be deemed by Developer to be an imposition required by law.

(xiv) Each Owner shall use its best efforts to cause its employees and the employees of its tenant to park their vehicles only on such Parcel.

(xv) The REA is not intended to, and does not, create or impose any obligation on any Owner to operate, continuously operate, or cause to be operated a business or any particular business at the Shopping Center or on any Parcel.

B Special Restrictions Regarding Construction

Developer and HD acknowledge and agree that the construction of the HD Building (the "HD Construction") may commence prior to the commencement of construction of certain buildings and other improvements on portions of Developer's Parcel included in Phases One and Two (the construction on Developer's Parcel is herein referred to as the "Developer's Subsequent Construction"), and that all or portions of Developer's Subsequent Construction may occur at times when the HD Building may be open for business. Also construction on the Developer's Parcel ("Developer's Construction") may commence prior to the commencement of construction of the HD Store ("HD's Subsequent Construction"), and that portions of HD's subsequent Construction may occur at times when stores are open for business on the Developer's Parcel. Because the development of the Shopping Center may be conducted in phases, the Shopping Center shall be subject to the following additional restrictions, which shall be binding on Developer and HD and each of its tenants, occupants, employees, agents and invitees:

(i) Pursuant to the easements granted in Article I, HD and Developer shall at all times have free and unobstructed access to and from its Parcel over, through and across such easement areas.

(ii) Prior to the commencement of any Subsequent Construction, the constructing party shall deliver to the other at least fifteen (15) business days prior written notice of such commencement accompanied by a certificate of insurance naming the granting Owner as an additional insured and protecting the granting Owner evidencing the coverages set for the in Article IV as the insurance relates to the Subsequent Construction, and all provisions pertaining to such coverage shall be incorporated herein.

(iii) Except for Subsequent Construction occurring on Lots 2, 3 or 4, all construction traffic engaged in any of Developer's Subsequent Construction shall use only the northernmost curb cut on 72nd Street, adjacent to Lot 6, for access to and from Developer's Parcel as designated on the Site Plan. All construction traffic engaged in any of Developer's Subsequent Construction on Lots 2,3 or 4 shall use only the curb cut on 72nd Street, between Lots 4 and 5, for access to and from Developer's Parcel as designated on the Site Plan. For all Subsequent Construction on Lots 2,3 or 4, Developer shall require the party performing the Subsequent Construction to sweep the access drive on the HD Parcel twice per day until the Subsequent Construction is completed. All construction traffic engaged in any of HD's Subsequent Construction shall use only the curb cut on Ames Avenue for access to and from HD's Parcel as designated on the Site Plan.

(iv) All Subsequent Construction shall be performed according to all government requirements and shall not: (a) cause any increase in the cost of constructing upon another Owner's Parcel; (b) materially interfere with construction work being performed on any other part of the Shopping Center; (c) materially interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Owner or Permittee; or (d) cause any building located on another Parcel to be in violation of any governmental requirement. Once Subsequent Construction has commenced, such construction shall be diligently and continuously pursued to completion. Developer agrees that it shall procure the prior written approval of HD of any connections into or modifications of the Utility Lines, systems or facilities serving the Shopping Center not specifically approved by HD as part of the initial construction of the Shopping Center and the plans and specifications for such work, all of which shall comply with all governmental requirements which approval shall not be unreasonably withheld or delayed. Developer shall: (1) make at its sole expense all improvements necessary or required to increase the capacity of any Utility Lines, systems or facilities to adequately serve such Subsequent Construction; and (2) procure all permits, licenses and approvals as are required to make any such modifications or improvements.

(v) If HD has opened its Building for business when any of Developer's Subsequent Construction commences (or intends to open the HD Building for business prior to the estimated completion date of any of Developer's Subsequent Construction), Developer shall, upon the written request of HD, erect such fences or other devices which HD may reasonably require to ensure the safety of HD and its employees, agents, licensees, customers, invitees, sublessees, concessionaires, successors and assigns, or as may be otherwise required by applicable law, regulation, ordinance, order or decree. Similarly, if a Building has opened for business on the Developer's Parcel when any of HD's Subsequent Construction commences (or Developer intends to open a Building on its Parcel for business prior to the estimated completion date of any of HD's Subsequent Construction), HD shall, upon the written request of Developer, erect such fences or other devices which Developer may reasonably require to ensure the safety of Developer and its employees, agents, licensees, customers, invitees, sublessees, concessionaires, successors and assigns, or as may be otherwise required by applicable law, regulation, ordinance, order or decree.

(vi) All staging and storage for Subsequent Construction shall be located entirely within the Parcel of the Owner performing the Subsequent Construction; and no staging nor storage for subsequent construction shall be conducted within any access drive.

(vii) For any Subsequent Construction, all storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Parcel of the party performing the Subsequent Construction, and all laborers, suppliers, contractors and others connected with such construction shall use only those permitted access points described in subsection (iii) above, and subject at all times to the terms of subsection (i) above. When any such Subsequent Construction is completed, the party performing the Subsequent Construction shall at its cost restore any affected accessways, parking areas and other Common Areas to a condition equal to or better than the condition thereof existing prior to the commencement of such Subsequent Construction.

ARTICLE IV LIABILITY AND INDEMNIFICATION

A Owner's Indemnification

Each Owner ("Indemnifying Owner") shall and hereby does defend, indemnify and hold every other Owner, (collectively "Indemnified Owners") of the Shopping Center harmless (except for loss or damage resulting from the negligent or intentional acts of an Indemnified Owner) from and against all damages, liabilities, actions, claims, expenses (including, but not limited to, court costs and reasonable attorneys' fees), losses, judgments, liens and causes of action ("Claims") actually incurred by the Indemnified Owner from the loss of life, bodily injury and property damage arising from or out of any occurrence in or upon the Indemnifying Owner's Parcel, or occasioned

wholly or in part by any negligent act or negligent omission of the Indemnifying Owner, its tenants, agents or employees.

B Operator's Indemnification

The Owners' contract with the Operator shall require the Operator to covenant and by performing its obligations under this REA the Operator and any other Operator of the Common Area shall be deemed to have covenanted, to indemnify, defend and hold harmless each other Owner and its respective Parcel from and against all Claims arising from any accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person arising from or as a result of Limited Common Area Maintenance performed by Operator on the Common Area pursuant to the provisions of Article II, except to the extent that any such damage is caused by the negligence of such other Owner.

C Owner's Insurance

Throughout the term of this REA, each Owner shall maintain or cause to be maintained: (i) commercial general liability insurance insuring against claims on account of bodily injury and property damage that may arise from or be attributable to the condition, use or occupancy of that Owner's Parcel (other than the Common Areas therein); and (ii) fire and extended coverage or all risk insurance on Building on that Owner's Parcel on a replacement cost basis. All such insurance shall be underwritten by a reputable insurance company or companies qualified to do business in the State of Nebraska, shall contain limits for loss of life or bodily injury in the amounts of not less than \$2,000,000 (combined single limit) and \$500,000 for property damage per occurrence, and shall be written with companies with a financial rating of VI or better and a policyholder's rating of B+ or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies. An Owner may "self insure" against the entire risk or provide for a deductible from the required coverage in excess of \$25,000 per occurrence, but in either case only at such time or times as the Owner's tangible net worth exceeds \$100,000,000 as of the end of that Owner's most recent accounting year as certified by an independent certified public accountant and computed according to generally accepted accounting principles, consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of that Owner and its subsidiaries, controlling or affiliated corporations, but the policy limits of such blanket policy shall in no event limit the coverages and capacities stated above. Each Owner shall, upon written request from any other Owner or the Operator, furnish to the requesting entity certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of a self-insurance capacity as above provided, as the case may be. All such insurance shall include provisions denying to the insurer all rights of recovery by way of transfer of recovery rights against the other Owners and the Operator to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against Operator and any other Owner and its directors, officers,

employees, agents and tenants for any damage or consequential loss covered by the policies which that Owner is required to carry under this REA to the extent of the proceeds payable under such policies or which would have been payable had the required coverage been carried, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants.

D Owner's Property Insurance

Each Owner shall carry fire and extended coverage or all risk insurance on the store and Common Areas and Common Facilities on that Owner's Parcel on a replacement cost basis, which insurance shall conform to the self insurance and deductible provisions in as provided above. The coverage shall be equivalent to or better than the Cause of Loss - Special Form (CP 1030) as published by the Insurance Service Office and shall be written with companies with a financial rating of VI or better and a policyholder's rating of B+ or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies.

E Operator's Liability Insurance

The Owners' contract with the Operator shall require the Operator to maintain commercial general liability insurance insuring Operator and all other Owners and their partners, directors, officers, employees, agents and tenants and Permittees against claims on account of any or all of loss of life, bodily injury and property damage that may arise from or be attributable to the condition, use or occupancy of the Common Areas by any Owner and tenants, agents, contractors, employees, invitees and licensees of that Owner or the occupants of that Owner's Parcel. This insurance shall be underwritten by a reputable insurance company or companies qualified to do business in the State of Nebraska, shall contain limits for loss of life or bodily injury in the amounts of not less than \$2,000,000 per person and \$5,000,000 aggregate per occurrence and \$500,000 for property damage per occurrence, shall be written with companies with a financial rating of VII or better and a policyholder's rating of A- or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies, and shall specifically insure the indemnity obligation imposed on Operator under this REA. In addition, this insurance maintained by Operator shall include provisions denying to the insurer all rights of recovery by way of subrogation of recovery rights against any Owner and tenants, agents, contractors, employees, invitees and licensees of that Owner or the occupants of that Owner's Parcel. Operator shall also maintain or cause to be maintained umbrella and excess liability in the amount of not less than \$10,000,000 covering the risks set forth in this paragraph.

F Operator's Property Insurance

The Owners' contract with the Operator shall require the Operator to maintain property insurance naming Operator for the benefit of all Owners in the Shopping Center and their respective mortgagees covering all improvements in the Common Areas for their

full replacement cost and providing protection against perils included in a standard "all-risk" insurance policy. The coverage shall be equivalent to or better than the Cause of Loss - Special Form (CP 1030) as published by the Insurance Service Office and shall be written with companies with a financial rating of VI or better and a policyholder's rating of B+ or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies. The Owners' contract with the Operator shall also require the Operator to furnish to each Owner a certificate of initial coverage and all renewals, and on request of an Owner, furnish a complete copy of the then current policy to the requesting Owner. Finally, the Owners' contract with the Operator shall require the Operator to maintain worker's compensation and unemployment compensation insurance as required by law.

The expense incurred for premiums for insurance carried pursuant to this Section and the deductible portions sustained on any loss (which shall not exceed \$5,000.00) shall be a CAM Cost. No insurance policy shall be canceled without 30 days' prior written notice to all of the Owners and their respective mortgagees.

G Constant Dollars

The coverage limits and the threshold for an Owner to self insure shall be deemed expressed in "Constant Dollars", which shall be adjusted on January 1 of the sixth calendar year following the date of this REA, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this REA is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then such other government index or computation with which it is replaced shall be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

ARTICLE V CASUALTY AND EMINENT DOMAIN

A Casualty

(i) If a store or any improvements (excluding Common Area improvements as addressed in Article V-A-(ii) below) on any Parcel is damaged or destroyed by fire or other cause, the Owner of the Parcel shall promptly either: (a) repair, restore, or rebuild the store or such improvements to substantially the same condition as existed immediately prior to the casualty, or (b) raze the store or such improvements, fill any excavation, landscape the area to match adjacent landscaping, and perform any other

work necessary to restore that Parcel to a clean, sightly and safe condition, but such Owner shall continue to pay CAM Costs on the same basis as if the store or such improvements still existed in its condition prior to razing the store or such improvements. If any Owner elects item (b), the demolition and restoration of the Parcel shall be completed within 90 days of the casualty. If any Owner elects item (b), that Owner also agrees not to seek a reduction of the real estate taxes on its Parcel because there are no improvements on its Parcel. This agreement not to seek a reduction in taxes shall only apply until the Redevelopment Notes issued under the Redevelopment Agreement remain outstanding. In no event shall this agreement last beyond December 31, 2017.

(ii) The Owners' contract with the Operator shall provide that If any Common Area improvements are damaged or destroyed, the Operator shall promptly repair, restore or rebuild them to substantially the same condition as existed immediately prior to the casualty.

B Eminent Domain

If any portion of the Shopping Center is taken by right of eminent domain or any similar authority of law or if the Owner of that portion shall convey under threat of eminent domain (a "Taking"), the entire award for that portion taken shall belong to the Owner of that portion subject to the Taking, and no other Owner shall have a right to claim any portion of such award because of any interest created by this REA, but any Owner of a Parcel not subject to the Taking may file a claim with the condemning authority for collateral or residual damage due to diminution in value resulting from the Taking of other land in the Shopping Center. If a partial Taking (which shall mean a taking of less than an Owner's entire Parcel) occurs, the Owner of the portion of the Shopping Center so taken shall, within 120 days of such partial Taking, either: (i) promptly repair, restore, or rebuild the store as nearly as possible to the condition existing immediately prior to the Taking, without contribution from any other Owner, and holding in trust and applying so much of the award as is needed for the restoration until the restoration is finished or (ii) raze the store, fill any excavation, landscape the area to match adjacent landscaping, and perform any other work necessary to restore that Parcel to a clean, sightly and safe condition, in which case such Owner shall no longer be liable to pay CAM Costs as f the store still existed.

ARTICLE VI REMEDIES

A Self Help; Lien Rights

(i) If an Owner ("Defaulting Owner") defaults in performing an obligation under this REA, Operator or any other Owner ("Notifying Party"), in addition to all other remedies Notifying Party may have at law or in equity, may perform the Defaulting Owner's obligation. Before performing a Defaulting Owner's obligation, the Notifying Party must give fifteen (15) days' prior written notice to the Defaulting Owner and to any first

Mortgagee or S/L Lessor (as herein defined) about whose interest the non-defaulting Owner giving notice has actual knowledge (or in the event of an emergency, after giving such notice as is practical under the circumstances). The Defaulting Owner shall promptly reimburse the Notifying Party: (a) 100% of all expenses, including, but not limited to, fees of counsel, incurred by the Notifying Party to so perform the cure; and (b) interest thereon from the date of each outlay (until the date paid in full, including interest) at a rate equal to the lesser of: (1) two percent (2%) per annum over the Prime Rate as periodically announced in the Wall Street Journal; or (2) the highest rate permitted by applicable law.

(ii) The claim for reimbursement and interest shall be secured by a lien on the Defaulting Owner's Parcel and the improvements thereon. The lien shall be effective upon the recording of a notice thereof in the office of the county in which the Shopping Center is located. Unless the notice is recorded after the recording of any of the following instruments, the lien shall not be subordinate to any first mortgage or deed of trust ("First Mortgage") nor to the interest of any entity ("S/L Lessor") which purchases or leases the Parcel and leases it back to an Owner on a net lease ("S/L Lease") basis wherein the tenant assumes all obligations pertaining to the property in what is, commonly referred to as a "sale-leaseback" or "lease-leaseback" transaction. If the Mortgage or S/L Lease is recorded prior to the recordation of this REA, Developer shall obtain the consent of the holder of any such Mortgage or S/L Lease to this REA. The lien may be enforced in the same manner as is provided by law for the enforcement of mortgage liens.

B Injunctive Relief and Other Remedies

Any action taken or document executed in violation of this REA shall be void and may be set aside upon the petition filed in a court of competent jurisdiction by any Owner. Only an Owner shall be entitled to enforce this REA against other Owners. If an Owner breaches any obligation of this REA, a court may enter an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; the Owners hereby acknowledge the inadequacy of legal remedies for the consequences of that breach and the irreparable harm which would be caused by that breach. The judgment of the court, including an award of costs and expenses of the proceeding, including attorneys' fees in a reasonable amount, shall be paid by the party against whom entered and, if not paid, may be recorded as a judgment lien against that Owner's Parcel and improvements thereon until paid and shall bear interest at the Prime Rate as announced in the Wall Street Journal plus 2% per annum.

C Nonwaiver

No delay or omission of any Owner in seeking a remedy for a breach of an obligation by any other Owner shall impair the right to enforce at a later date or be construed to be a waiver of that right. A waiver by one Owner of another Owner's breach of this REA shall not be construed to be a waiver of any subsequent breach of or default in the same or

any other provision of this REA. Except as otherwise specifically provided in this REA: (i) no remedy provided in this REA shall be exclusive but each shall be cumulative with all other remedies provided in this REA; and (ii) all remedies at law or in equity shall be available.

D Nonterminable Agreement

No breach of this REA by one Owner shall entitle any other Owner or party to cancel, rescind or otherwise terminate this REA.

E Force Majeure

If any Owner or any other party shall be delayed or hindered in or prevented from performing any act required to be performed by such party ("Performing Party") because of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another party not within the control of the Performing Party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such Performing Party's control, then the time for performing such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Performing Party. An Owner claiming force majeure shall notify the other Owners of the occurrence of any event that the claiming Owner deems to be a force majeure event within ten days after the onset of the claiming Owner's knowledge of the onset thereof, and without such notice, the claiming Owner may not claim force majeure.

**ARTICLE VII
TERM**

This REA and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. If this perpetual term is held to violate any rule against perpetuities or similar rule or law, the term hereof shall be deemed to be valid only until 21 years after the death of all descendants of former United States Ambassador Joseph Kennedy who are living on the date of this REA.

**ARTICLE VIII
EFFECT OF INSTRUMENT**

A Mortgage Subordination

Any mortgage or deed of trust affecting any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this REA, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this REA, including any lien under Article VI hereof.

B Binding Effect

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this REA is made by such party not only personally for the benefit of the other parties hereto but also as Owner of a Parcel within the Shopping Center and shall constitute an equitable servitude on the Owner's Parcel appurtenant to and for the benefit of other Owner of Parcels in the Shopping Center. Except as otherwise provided in the definition of "Owner," any transferee of title to a Parcel or part of a Parcel in the Shopping Center shall, as of the date of the transfer, automatically be deemed by its acceptance of the transfer to have assumed all obligations accruing from and after the date of transfer and shall be entitled to all rights and benefits of this REA as the REA pertains to the portion so transferred; the transferee shall execute all instruments and do all things reasonably required to carry out the intention of this REA. Except as otherwise provided in the definition of "Owner," the transferor of that portion shall upon the completion of the transfer and notice thereof to the other Owners and Operator be relieved of liability under this REA except for matters that arose during the transferor's ownership.

C Non-Dedication

Nothing contained in this REA shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this REA, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or because of this REA.

D Responsibility

Notwithstanding anything to the contrary contained in this instrument, each Owner shall be liable for the obligations, covenants, agreements and responsibilities created by this REA, and for any judgment rendered hereon, only to the extent of its respective interest in the Shopping Center; provided, however, upon the sale by an Owner (other than a sale-leaseback or "synthetic lease" as described in Recital B hereof) of its entire interest, that Owner shall have no further responsibility or liability arising after the closing of the sale.

ARTICLE IX MISCELLANEOUS

A Miscellaneous

(i) If any provision of this REA, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this REA, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

- (ii) This REA shall be construed according to the laws of the State of Nebraska.
- (iii) The Article headings in this REA are for convenience only, shall in no way define or limit the scope or content of this REA, and shall not be considered in any construction or interpretation of this REA or any part hereof.
- (iv) Nothing in this REA shall be construed to make the parties hereto partners or joint venturers or render any party liable for the debts or obligations of any other party.
- (v) This REA shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (vi) This REA may be amended, modified, or terminated at any time by an agreement in writing, executed and acknowledged by all the Owners of the Parcels encumbered by the REA or their successors or assigns; this REA shall not be otherwise amended, modified or terminated during the term hereof.
- (vii) Any listing of an Exhibit in this REA shall be deemed to refer to an Exhibit which is attached hereto and incorporated herein by reference.
- (viii) Time is of the essence of this REA.
- (ix) Whenever approval or consent (written or otherwise) is required, such approval or consent must be given or refused within 30 days of receipt for approval or consent. Failure to respond within the required time period shall be deemed an approval or consent.
- (x) Each Owner and the Operator agrees that, upon the reasonable request of any other Owner, it shall provide an estoppel certificate within a reasonable period of time which shall confirm whether, to the best knowledge of the certifying party, any defaults hereunder that have occurred and such other matters as the requesting party may reasonably require.
- (xi) In all situations arising out of this REA, all Owners shall attempt to avoid and mitigate the damages resulting from the conduct of any other Owner. Each Owner hereto shall take all reasonable measures to effectuate the provisions of the REA.
- (xii) Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute an Owner herein, including, but not limited to, officers, directors, employees or agents of an Owner for any of the terms, covenants, conditions, and provisions of this REA. In the event of default by a Defaulting Owner hereunder, any Non-Defaulting Owner shall look solely to the interest of such Defaulting Owner, its successors and assigns, in the Shopping

Center for the satisfaction of every remedy of the Non-Defaulting Owner, but the foregoing shall not in any way impair, limit or prejudice the right of any Owner:

- (a) to pursue equitable relief for any term, covenant or condition of this REA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance; and
- (b) to recover from another Owner (or its guarantor) all losses suffered, liabilities incurred or costs imposed arising out of or for, or on account of, such Owner (or its guarantor) not funding its self insurance obligations which were assumed pursuant to Article IV hereof.

ARTICLE X NOTICES

All notices, requests, demands or other communications ("Notices") hereunder shall be in writing and given by delivery ("courier delivery") by national overnight courier (e.g., Fed Ex, UPS, Airborne) and shall be effective on the date of the recipient's receipt or refusal of delivery as shown on the courier's records. Notices (and copies as shown) shall be addressed as shown below or at such other address as may be specified from time to time in writing by either party; inability to deliver because of changed address of which no Notice was given shall be deemed delivery. Telephone and Fax numbers are shown for convenience only and do not modify the provisions of this Section :

To Developer: Benson Park Plaza, L.L.C.
 c/o Seldin Company
 13057 West Center Road
 Omaha, Nebraska 68144
 Attn.: Mr. Randy Lenhoff
 Telephone No. (402) 333-7373
 Fax No. (402) 333-4281

Copy to: Epstein & Epstein
 10050 Regency Circle
 Omaha, Nebraska 68114
 Attn.: Irv Epstein, Esq.
 Telephone No. (402) 397-1515
 Fax No. (402) 397-1535

To HD: Home Depot U.S.A., Inc.
 1400 Dundee Road
 Arlington Heights, Illinois 60004
 Attn.: Mr. James T. McPhail
 Telephone No. (847) 870-5187
 Fax No. (847) 506-7830

Copy to: Altman, Kritzer & Levick, Ltd.
1101 Perimeter Drive, Suite 700
Schaumburg, Illinois 60173
Attn.: Thomas B. Cahill, Esq.
Telephone No. (847)240-0340
Fax No. (847) 240-0344

And a copy to: Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Building C, 20th Floor
Atlanta, Georgia 30339-4024
Attn.: Senior Real Estate Counsel
Telephone No. (770) 384-3042
Fax No. (770) 384-2359

Upon at least ten (10) days' prior written notice, any Owner shall have the right to change its address to any other address within the continental United States of America.

IN WITNESS WHEREOF, Developer and HD have caused this REA to be executed effective as of the day and year first above written.

DEVELOPER:

Benson Park Plaza, L.L.C.,
a Nebraska limited liability company

By: Northwood Properties, Inc.,
a Nebraska corporation, Manager

By: Theodore M. Seldin
Theodore M. Seldin, President

HD:
Home Depot U.S.A., Inc.
a Delaware corporation

By: _____

Print name: _____

Title: _____

Copy to: Altman, Kritzer & Levick, Ltd.
1101 Perimeter Drive, Suite 700
Schaumburg, Illinois 60173
Attn.: Thomas B. Cahill, Esq.
Telephone No. (847)240-0340
Fax No. (847) 240-0344

And a copy to: Home Depot U.S.A., Inc.
2455 Paces Ferry Road NW
Building C, 20th Floor
Atlanta, Georgia 30339-4024
Attn.: Senior Real Estate Counsel
Telephone No. (770) 384-3042
Fax No. (770) 384-2359

Upon at least ten (10) days' prior written notice, any Owner shall have the right to change its address to any other address within the continental United States of America.

IN WITNESS WHEREOF, Developer and HD have caused this REA to be executed effective as of the day and year first above written.

DEVELOPER:
Benson Park Plaza, L.L.C.
a Nebraska limited liability company

By: _____

Print name: _____

Title: _____

HD:
Home Depot U.S.A., Inc.
a Delaware corporation

By:  TBC

Print name: **KATHRYN E. LEE**

V.P. REAL ESTATE LAW GROUP

Title: _____

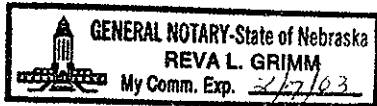
JUN 12 2000

DEVELOPER ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

On the day and year last-above written before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Theodore M. Seldin, President of Northwood Properties, Inc., who is the Manager of Benson Park Plaza, L.L.C., to me known to be the identical person whose name is subscribed to the foregoing Grant of Easements and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal on the day and year last above written.



Reva L. Grimm

Notary Public

HD ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF Cobb) SS

On the 12th day of JUNE, 2000, before me personally came KATHON B. LEE, V.P.R.E. Law Group known to me to be the person whose name is subscribed to the foregoing instrument and known by me to be an authorized signatory for Home Depot U.S.A., Inc. , a Delaware corporation, the corporation described in and which executed the foregoing instrument, and acknowledged to me that: the instrument was executed for the purposes and consideration therein expressed as the act of the corporation, the seal was affixed, and the instrument was signed by the authorized signatory, all by order of the board of directors of said corporation.

Glenda M. Wiggins
Notary Public

My Commission Expires: 12/27/03

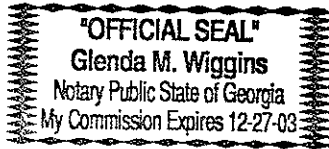


EXHIBIT A

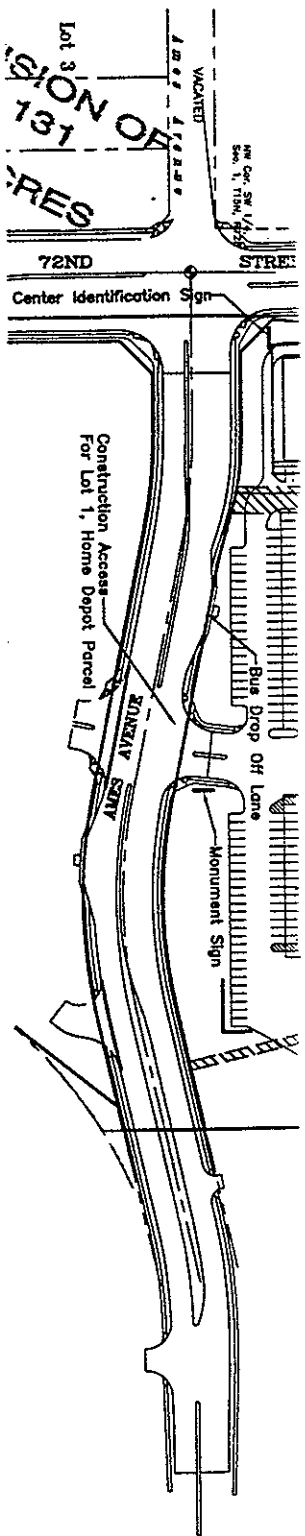
THE DEVELOPER PARCEL LEGAL DESCRIPTION

Lots 2, 3, 4, 5, 6, 7, and 8, in Benson Park Plaza Replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT B

HD PARCEL LEGAL DESCRIPTION

Lot 1, in Benson Park Plaza Replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.



Note:
The Building Floor Area On Lots 1, 7, & 8 May Be Increased
By Up To 10% Subject To Compliance With Parking Ratio
And City Zoning Requirements.

SITE STATISTICS — BENSON PARK PLAZA

LOT #	PROPOSED TENANT	LOT SQ FT	ACREAGE	MAXIMUM BUILDING SQ. FT.	FLOOR/AREA RATIO	PARKING SPACES	PARKING RATIO
LOT 1 — HOME DEPOT PARCEL	HOME DEPOT	547,210	12.56	134,744	24.6%	612	4.54
LOT 2 — DEVELOPER'S PARCEL	RETAIL	59,601	1.37	15,000	25.2%	74	4.93
LOT 3 — DEVELOPER'S PARCEL	RESTAURANT	32,927	0.76	5,000	15.2%	51	10.20
LOT 4 — DEVELOPER'S PARCEL	RESTAURANT	34,404	0.79	5,000	14.5%	36	7.20
LOT 5 — DEVELOPER'S PARCEL	RESTAURANT/FAST FOOD	44,759	1.03	3,030	6.8%	51	16.83
LOT 6 — DEVELOPER'S PARCEL	RETAIL	47,574	1.09	8,176	17.2%	48	5.87
LOT 7 — DEVELOPER'S PARCEL	ANCHOR	367,075	8.43	107,920	29.4%	388	3.59
LOT 8 — DEVELOPER'S PARCEL	SHOPS	70,913	1.63	18,855	26.6%	66	3.50
TOTALS		1,204,463	27.65	297,725	24.7%	1,305	4.38

REA-EXHIBIT-C-1

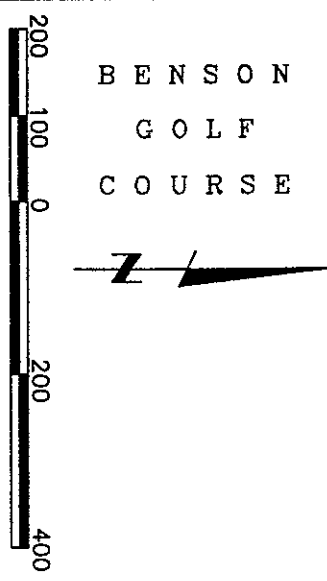
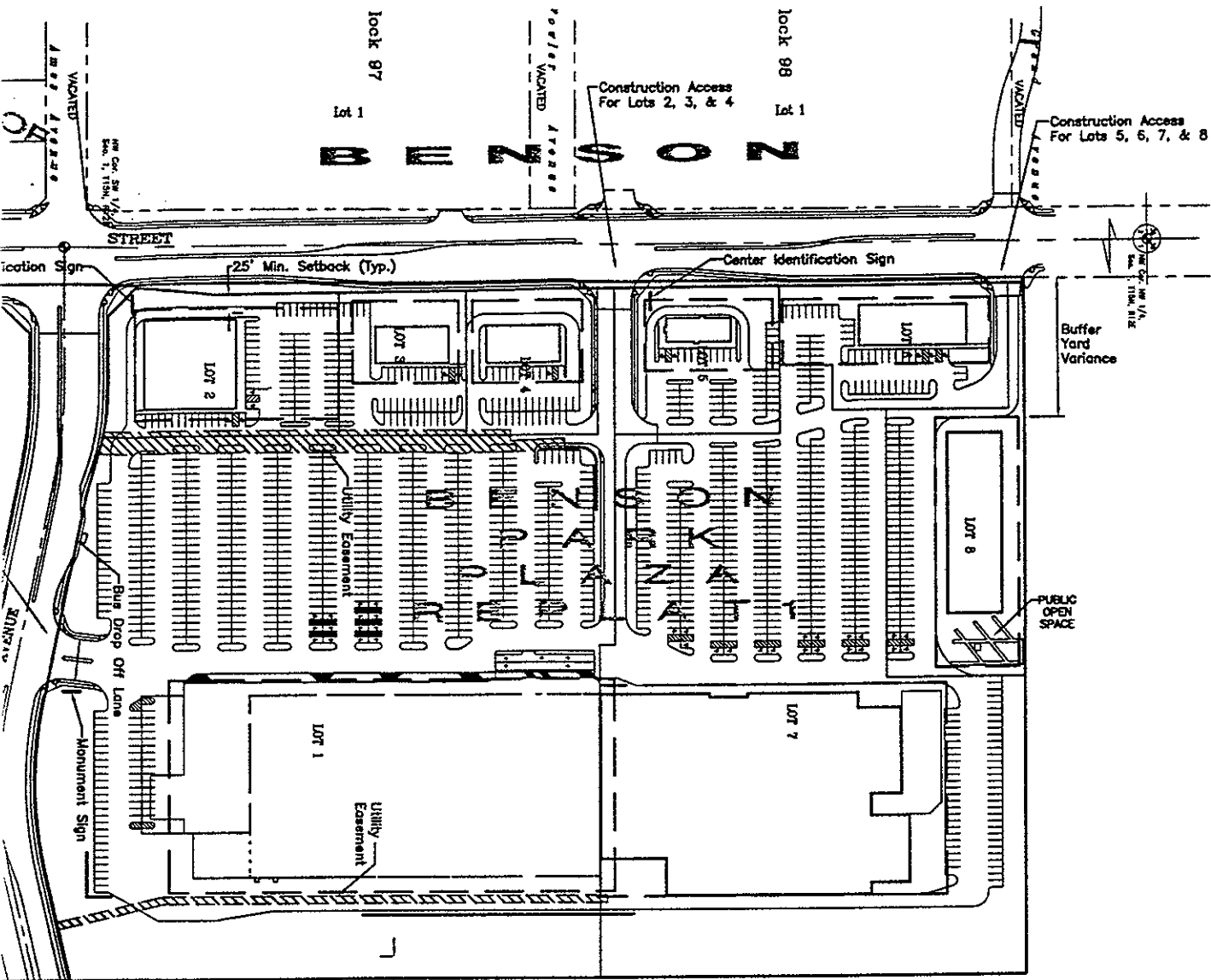
lamp, rynearson & associates, inc.
engineers
surveyors
planners

14710 west dodge road, suite 100
omaha, nebraska 68164-2029

ph 402-498-2498
fax 402-498-2730

job number-task
98013.00-010
date 06/13/2000
drawn by PWB
designer NLP

REA
EXHIBIT
C-1



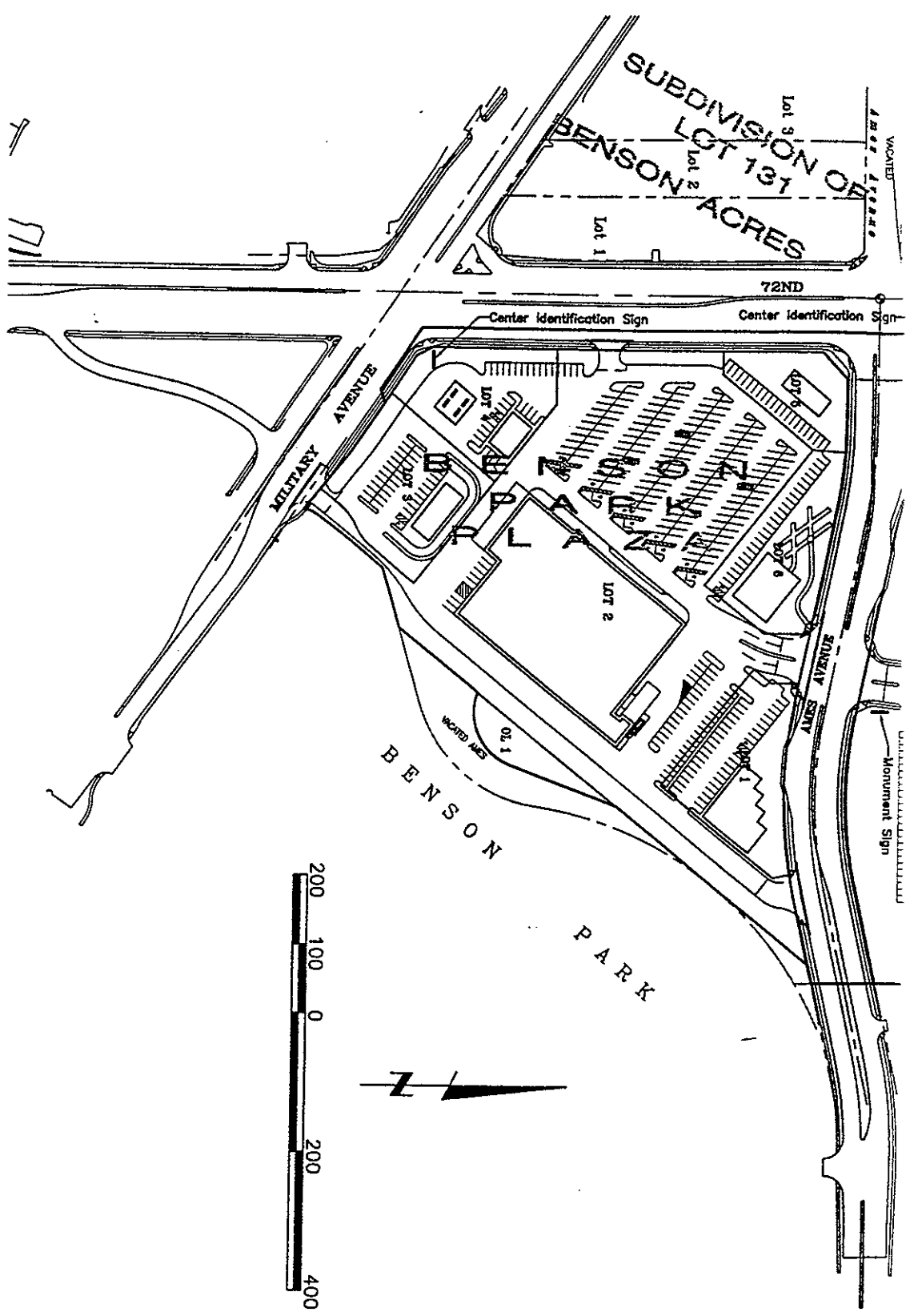

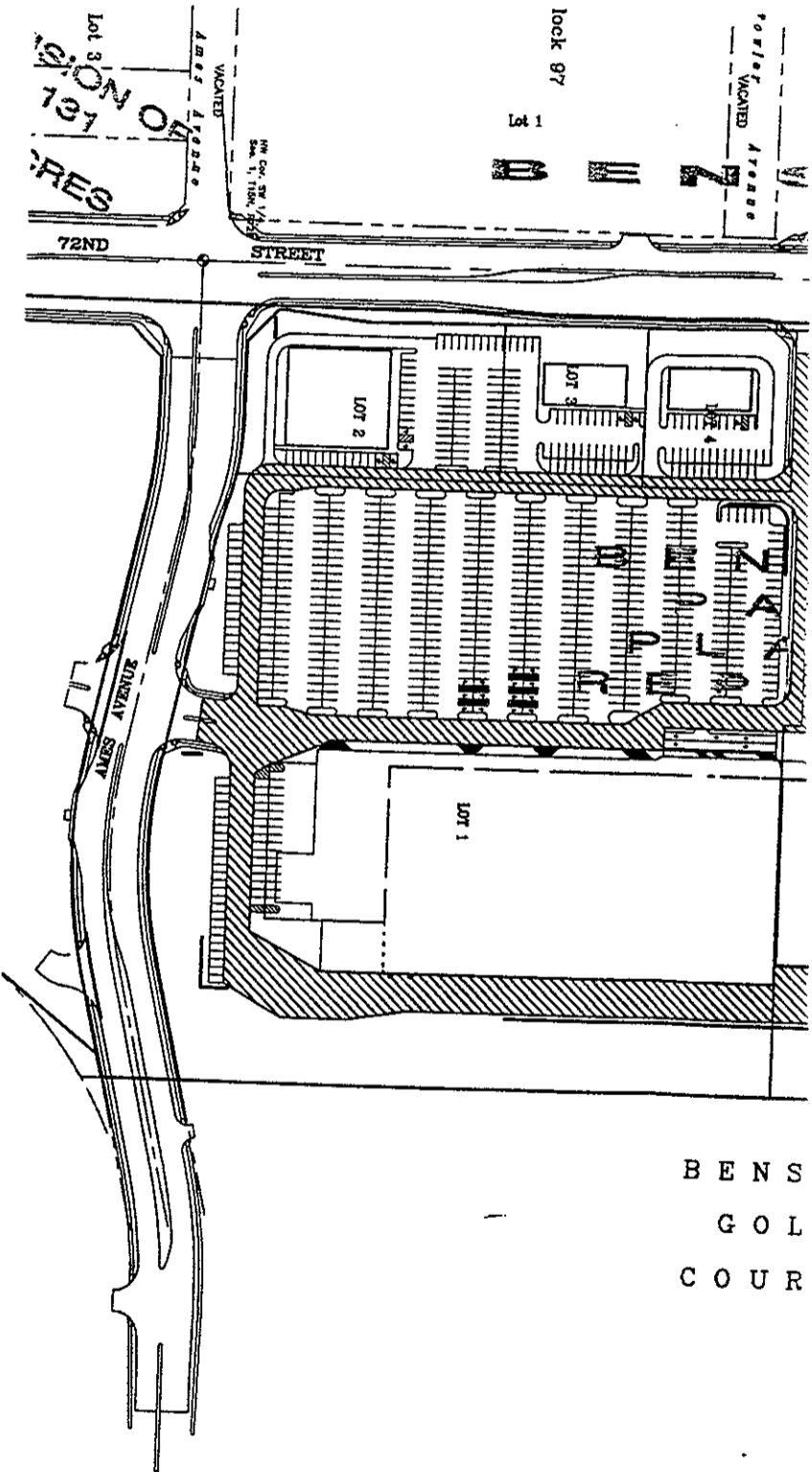


EXHIBIT C-2



Lamp, Rynearson & Associates, Inc.
 engineers
 surveyors
 planners

Job number-task
 date 98013.00-010
 drawn by 08/13/2000

CENTER
 IDENTIFICATION



LEGEND

 Access Drives Maintained By Operator

REA-EXHIBIT-C-3

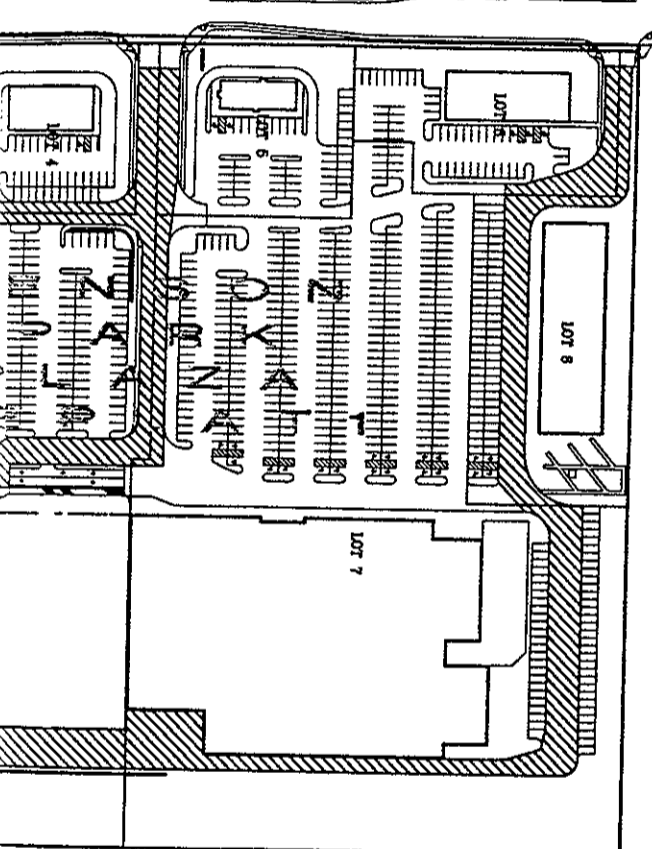
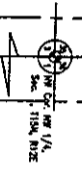


Lamp, Rynearson & Associates, Inc.
 engineers
 surveyors
 planners

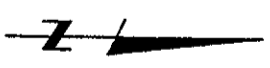
Job number-date
 98013.00-010
 date 06/13/2000

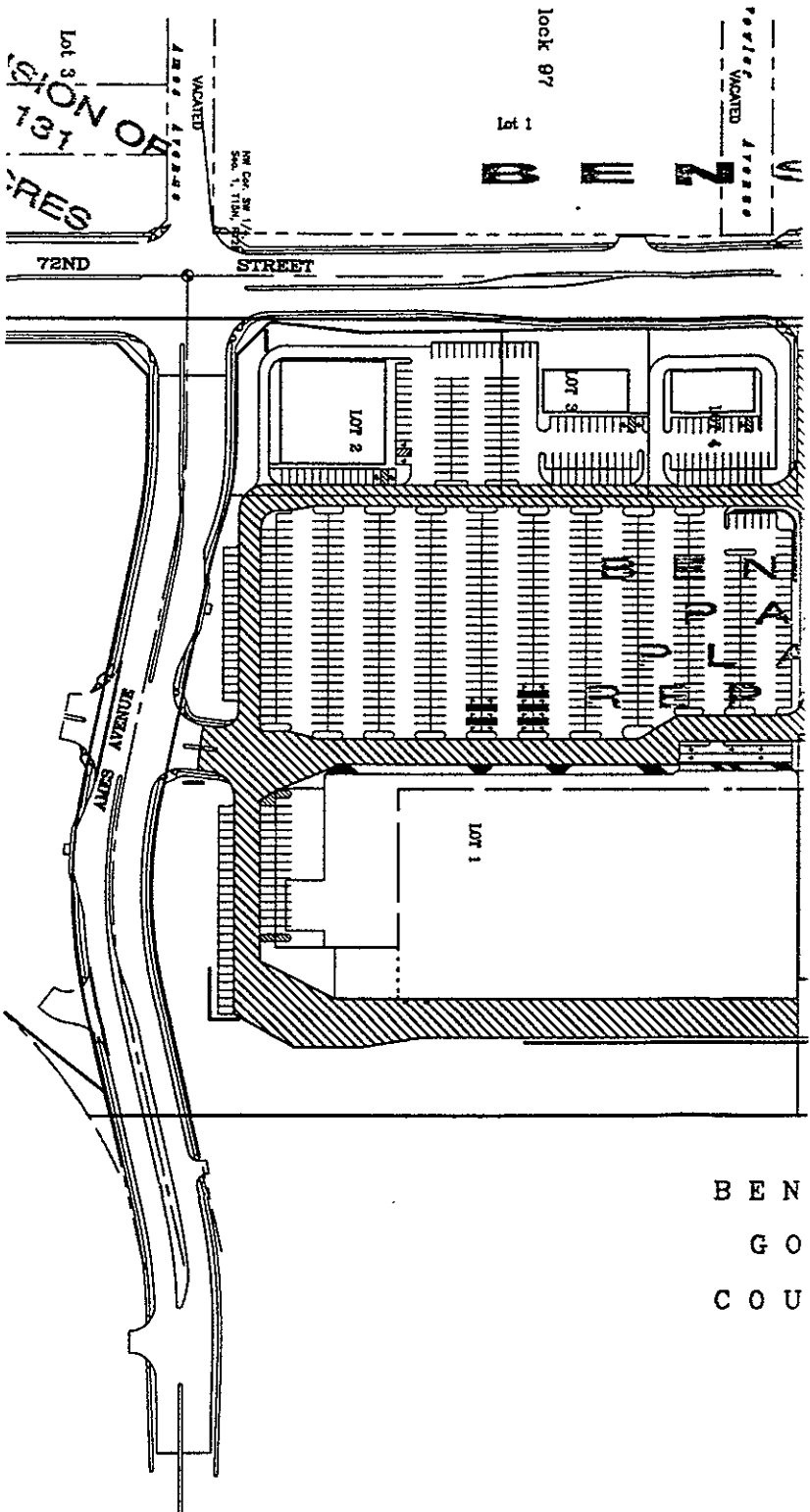
REA
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2002
LOCK 98
Lot 1
Gravel Area
VACATED
Paving (VACATED) AREA



BENSON
GOLF
COURSE






BEN
GO
COU

LEGEND
 Access Drives Swept
 By Home Depot

REA-EXHIBIT-C-4

 **Lamp, Rynearson & Associates, Inc.**
 engineers
 14770 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2029
 planners
 ph 402-498-2498
 fax 402-498-2730

Job number-task
 date 98013.00-010
 drawn by 06/13/2000
 designer PWB
 NLP

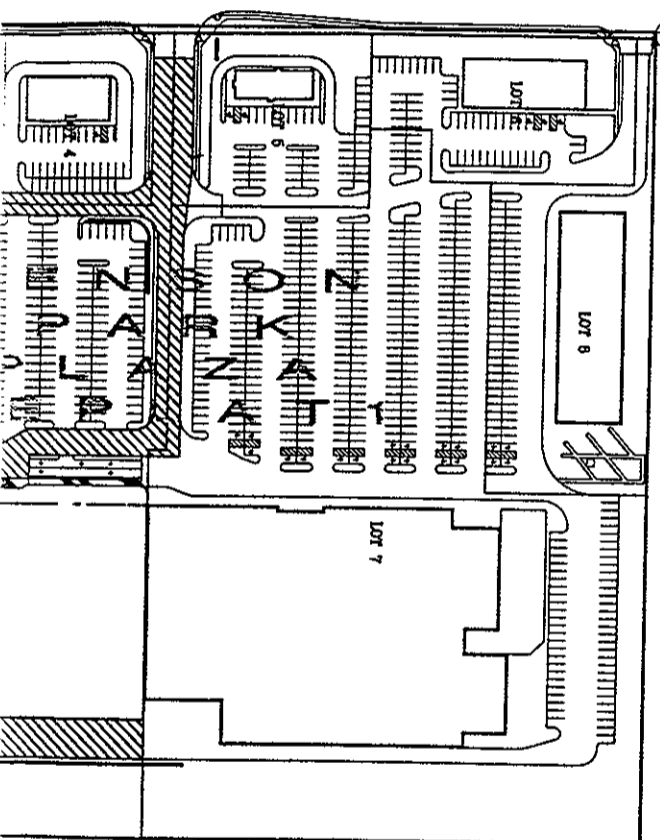
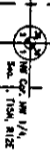
REA
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lock 98
1 31

Green Avenue
VACATED

Porter Avenue
VACATED



BENSON
GOLF
COURSE



EXHIBIT D

**SUPPLEMENT TO REA TO BE EXECUTED BY NEW OWNER
(ON FOLLOWING PAGES)**

THIS INSTRUMENT
PREPARED BY
AND AFTER
RECORDING SHOULD
BE RETURNED TO:

Thomas B. Cahill
Altman, Kritzer & Levick
Suite 700
1101 Perimeter Drive
Schaumburg, Illinois 60173
Fax 847-240-0344
Phone 847-240-0340

RECORDER'S SPACE

SUPPLEMENT TO REA

THIS SUPPLEMENT TO REA dated this ____ day of _____, _____ is executed by the undersigned pursuant to the terms of the Reciprocal Easement and Operation Agreement identified herein.

WITNESSETH:

WHEREAS, Newfoundland Investment Company, LLC ("Developer") and Home Depot U.S.A., Inc. ("HD") executed a Reciprocal Easement and Operation Agreement ("REA") dated _____, and recorded _____, as Document No. _____; and

WHEREAS, the REA provides that any entity acquiring a Parcel or a portion of a Parcel must execute this Supplement to acknowledge that such acquiring entity has, because of such acquisition, become an "Owner" under the REA; and

WHEREAS, the undersigned has acquired the real property ("Acquired Land") described in Exhibit A, attached and incorporated herein by reference;

NOW, THEREFORE, pursuant to and in compliance with the terms of the REA, the undersigned hereby acknowledges and agrees that it: (a) is an Owner under the terms of the REA; (b) will comply with the terms of the REA; and (c) will be responsible from the date of this Supplement for the obligations of the Owner of the Acquired Land as set forth in the REA.

Pursuant to Article X of the REA, the undersigned hereby states that notices and other communications issued under the REA to the undersigned should be sent as follows (telephone and Fax numbers are shown for informational purposes and do not amend the manner in which Notice shall be given):

Entity Name: _____

Entity Address: _____

Attn/Contact Person:

Telephone No.

Fax No.

With a Copy To: _____

Attn/Contact Person:

Telephone No.

Fax No.

The undersigned hereby authorizes an executed copy of this Supplement to be recorded in the Recorder's Office of Douglas County, Nebraska.

ACQUIRING ENTITY:

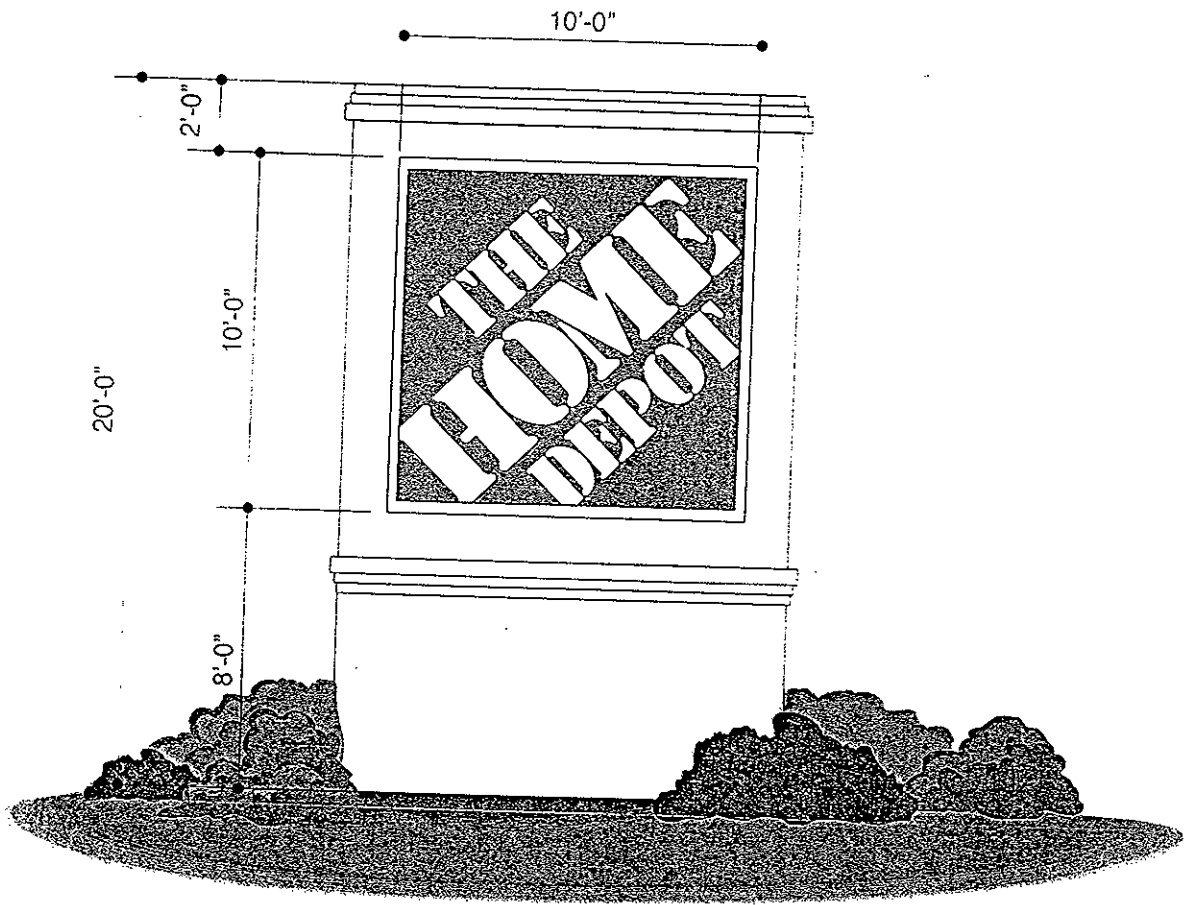
_____,
a _____ corporation

By: _____

Print Name: _____

Its: _____

EXHIBIT E
 PYLON SIGN STANDARDS



Scale: 3/16" = 1'-0"

COLLINS SIGNS
 4255 Napier Field Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax



The Home Depot
 72nd & Ames Ave.
 Omaha, NE

1007.CDR
 Created: 01/28/2000
 Revised: 03/16/2000

This is an unapproved drawing created by Collins Signs, Inc. It is submitted for your personal use, in connection with a project being planned for you. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion without written consent of Collins Signs, Inc. The process remains the exclusive property of Collins Signs, Inc. and approved and accepted thru purchase by the client named

PART FIVE
SIGNAGE REQUIREMENTS

I. General

- A. A comprehensive sign package shall be prepared by Home Depot's sign representative and/or the developer and submitted to Home Depot for approval. The submittal will include copies to the Home Depot Real Estate Manager, the Home Depot Project Manager, Architect and Site Development Coordinator. The package is to include, but not limited to, the following:
1. Recommended building signs.
 2. Recommended freestanding sign(s).
 3. Recommended tenant sign(s), if applicable.
 4. Recommended secondary/directional sign(s).
 5. Local code allowance, i.e. allowable area, allowable number, allowable height, required set back, and any restrictions pertaining to structure requirements, illumination, color and/or design.
 6. If applicable, variance protocol.
- B. Any modifications or deviations from "standard sign package" shall be coordinated and approved by Home Depot.

II. Additional requirements

- A. The primary front building elevation will include, but not be limited to:
1. 5' tall *THE HOME DEPOT* letters (orange faces with black returns and backs) and 3' x 58' tag line to read: *State's name Home Improvement Warehouse* situated over the main entrance on the parapet wall centered horizontally and approximately 3' from the top of parapet .
 2. 2' tall *Nursery* (provided by membrane structure vendor) letters over the garden center entrance.
 3. 2' x 25'-6" non-illuminated *Contractor Pick-up* or *Indoor Lumber Yard* panel centered horizontally and vertically in front of lumber canopy. Verify which signage name is to be used with the Home Depot Project Manager.
 4. If applicable, 2' tall *Tool Rental Center* sign (location site-specific).
- B. Additional side and/or rear elevation signs to provide adequate exposure to major thoroughfares.
- C. Freestanding sign provided typically at store entrance to parking area from any street frontage. Site specific may alter this "general" rule. A boom test or flag test may be required to verify needed size and /or height.

- D. Any freestanding sign(s) shared with "others", shall have The Home Depot at the top position and maintain a sign area similar to percentage of the stores gross floor area as compared to "others", or per negotiated real estate agreements. Freestanding signs will have The Home Depot's trademark logo, (to include colors) unless approved otherwise.
1. All signs will be required to maintain Home Depot's national trademark color orange and/or logo. Any deviation will require the Construction Manager's approval and/or Director of Construction approval.
 2. The electrical requirements for wall signs are 120 volts and the number of circuits are based on the respective sign and powered by Home Depot and controlled by an Energy Management System (EMS).
 3. The electrical requirements for freestanding sign(s) are 277 volts and powered by Home Depot and controlled by the EMS. When multiple panels are involved, a common panel may be provided and consequently may change the voltage to 120. All electrical requirements must be provided on shop drawings.
 4. At minimum, a cost estimate must be provided to Home Depot for approval, outlining all recommended signs.

Photo Typical Storefront Elevation

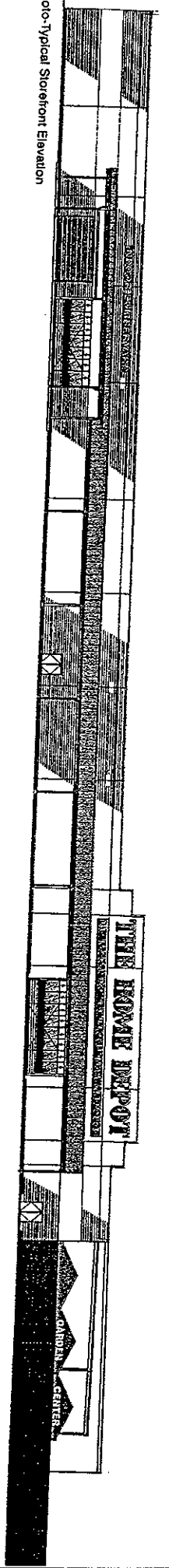


EXHIBIT F
SIGNFACES

3'-7" 2'-0" 6'-0"

- 6'-0" Channel Letters (417 Total Sq. Ft.)
- returns and backs to be black
 - black Jewelle trim
 - #2119 orange Lexan faces
 - internally illuminated

- 3'-7" Single Face Tagline (249.04 Total Sq. Ft.)
- cabinet and retainers to be black
 - panned and embossed Lexan faces
 - background to match #2119 orange, copy white with black outline
 - internally illuminated

69'-6"

THE HOME DEPOT

NEBRASKA'S HOME IMPROVEMENT WAREHOUSE

35'-11"

24'-3"

INDOOR LUMBERYARD

GARDEN GENTLE

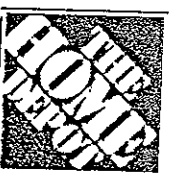
- 2'-0" Individual Channel Letters (71.8 Total Sq. Ft.)
- returns and backs to be black
 - black Jewelle trim
 - #2119 orange Lexan faces
 - internally illuminated

- 2'-0" Inset graphics (48.5 Total Sq. Ft.)

COLLINS SIGNS



4255 Napier Field Road
Dothan, Alabama 36303
334.983-8000 Telephone
334.983-1379 Fax

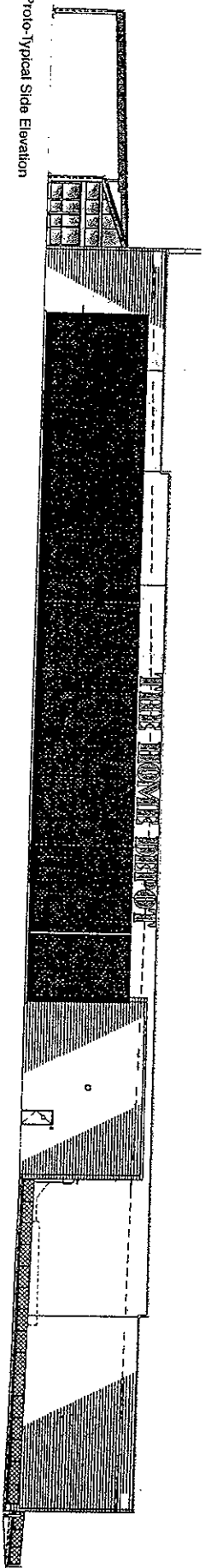


The Home Depot
72nd & Ames
Omaha, Nebraska

1006a CDR
Created: 02/29/2000

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Proto-Typical Side Elevation



THE HOME DEPOT

5'-0"

58'-0"

- 5'-0" Channel Letters (290 Total Sq. Ft.)
- returns and backs to be black
- black Jewellite trim
- #2119 Orange Lexan faces
- internally illuminated

COLLINS SIGNS



4255 Napier Field Road
 Dohlan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax

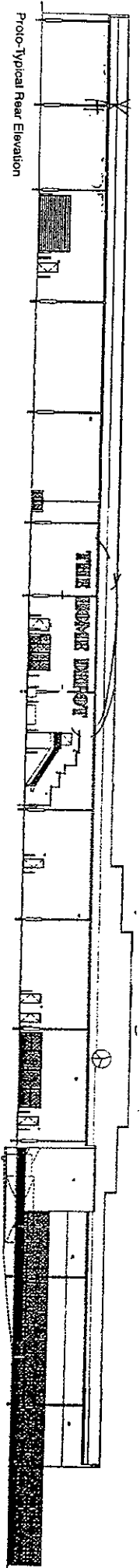


The Home Depot
 72nd & Ames
 Omaha, Nebraska

1006a.CDR
 Created: 02/29/2000

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Proto-Typical Rear Elevation



THE HOME DEPOT

- 5'-0" Channel Letters (290 Total Sq. Ft.)
- returns and backs to be black
- black Jewelrite trim
- #2119 orange Lexan faces
- internally illuminated

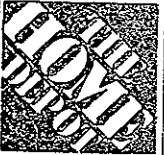
58'-0"

5'-0"

COLLINS SIGNS



4255 Napier Field Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax



The Home Depot

1001.CDIR
 01/10/2000

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EXHIBIT G

PAVING AND LIGHTING STANDARDS

- C. Paving shall be specifically designed and detailed on the drawings taking into account the specific recommendations of the geotechnical engineer and the following design criteria:
1. Standard duty asphalt paving
 - a. Design criteria: Refer to Part Two "Geotechnical Requirements" for design. Equivalent Axle Loading (EAL) design value of 50,000, 10 year design, 3,500 vehicle passes per day, 7 days per week. (Loading criteria to be verified with all state and local laws).
 - b. Wearing course, base, and subgrade shall be per geotechnical engineer's recommendations for local soils or drainage conditions and/or methods.
 - c. Use in all areas of site except where heavy duty asphalt or concrete paving is required by Home Depot. Minimum asphalt paving thickness shall be 2 ½" and placed in a a single lift. If weather conditions make 2 lifts advisable, the minimum thickness shall be 3" (two 1 ½" lifts).
 2. Heavy duty asphalt paving
 - a. Design Criteria: Refer to Part Two "Geotechnical Requirements" for design. Equivalent Axle Loading (EAL) design value of 220,000, 10 year design, 26 semi-trailer trucks per day, 7 days per week.
 - b. Use in all drive aisles surrounding building or in service/delivery truck access, maneuvering and truck entrance and exit areas, as noted on site plan.
 - c. Use for fire apparatus access routes designated by the fire department if special paving is required. Verify that paving design specified meets local requirements.
 - d. Wearing course, base, and subgrade shall be per geotechnical engineer's recommendations for local conditions and/or methods.
 - e. Concrete considered in lieu of asphalt, if cost effective, considering (1) soils, (2) slopes, (3) climate and (4) life cycle.
 - f. Use in all drive aisles noted on site plan including adjacent parking areas. Minimum asphalt paving thickness shall be 2 ½" (in a single lift). If weather conditions make 2 lifts advisable, the minimum thickness shall be 3" (1 ½" and 1 ½").

3. Concrete Paving
 - a. Concrete pad at truck well and compactors:
 - (1) Design to withstand tractor-trailer combination, loading per heavy duty paving requirements. Minimum paving section shall be 7" reinforced concrete slab. Design per structural engineer and geotechnical soils report recommendations.
 - b. Customer pick-up lane, front lumber canopy pad and rear lumber door pad shall be 6" minimum reinforced concrete:
 - (1) Design per structural engineer and geotechnical soils report recommendation.
- D. Curbs
 1. All curbs shall be cast in place concrete. Asphalt, precast, or extruded concrete not permitted.
 2. Use wheel stops (concrete) at locations where approved by Home Depot representative.
- E. Parking lot islands shall be as listed in order of preference:
 1. Striped areas only.
 2. Raised concrete (stamped concrete acceptable).
 3. Ground cover/shrubs (no trees).
 4. River rock or stone (minimum 2" in size).
- F. Landscaping/Irrigation: Minimum required by authorities having jurisdiction, or as required by Home Depot. Avoid blocking visibility of the building entrance, signage, parking area and parking area lighting. Coordinate plant locations with site lighting plan. Separate irrigation meter to reduce sewer charges if applicable; verify with Home Depot. In general, all landscaping shall be low maintenance.
- G. Retaining Walls and Screen Walls
 1. Use as necessary to meet adjacent property grades and screening requirements of local jurisdiction. Design of site retaining walls shall be provided by a registered structural engineer.
 2. For grade differences over 30" high, or if required by local codes, install safety rails per local codes. Design and location shall be approved by Home Depot.

H. Site Lighting: all parking areas, truck loading areas, truck access areas and drive areas, shall be illuminated per the Home Depot Standards for customer and store personnel use at night.

1. Illumination Levels

a. Home Depot targets 1.0 minimum footcandle and 4:1 average-to – minimum luminance ratio, for open parking areas between poles and will accept not less than 0.5 fc along paved perimeter. The following table is a guideline that meets this criteria:

Mounting Height	Fixture spacing	Wattage	Dist.
40 ft.	180 ft x 180 ft	(1) 1000	Type V
*30 ft.	140 ft x 180 ft	(1) 1000	Type V
*25 ft.	120 ft x 120 ft	(1) 400	Type V

* Only allowed where required by municipalities

b. High security stores: Where Home Depot designates a store as high security store the 1.0 minimum footcandle requirement shall be increased to two footcandles. Fixture spacing remains per paragraph H1.a, but two fixture heads are specified per pole. Verify specific site lighting upgrades for high security area with Home Depot project managers.

c. Back drive and side of store parking:
In the narrow drive area, the following criteria should be used.

Distance from bldg. to end of pavement	Wallpack spacing	Wallpack wattage	Pole mounted fixtures
45 ft.	90 ft	250 W	No
60 ft.	90 ft	400 W	No
80 ft.	90 ft	250 W	Yes

d. The minimum maintained footcandle level along all entry and/or access drive from the public right-of-way to the main parking area shall be not less than 1.5, or as required by local code.

e. The first row of poles directly in front of the building shall include a minimum of tow area cut-off fixtures per pole, regardless of the number required to meet minimum light levels.

2. Flood lighting – Provide (4) 400 watt flood lighting fixtures mounted on drive aisles poles to light vertical face of building. Install not more than tow per pole, lighting solely the warehouse not the garden center.

3. Lamps, Optics and Fixtures
 - a. Lamp source shall be 1000 watt high pressure sodium vertical base-up. Metal Halide lamps may be used to match and existing shopping center. Verify and coordinate with Home Depot.
 - b. Fixture optics shall facilitate IES cutoff distribution Type V (symmetrical) to maximize the efficiency of the overall parking area lighting layout. Type III (Asymmetrical) and/or Type IV (Forward throw) may be used where necessary to effectively illuminate difficult areas.
 - c. Fixture housing shall be finished dark bronze. Door seals shall be water tight and bug proof.
4. Poles
 - a. Poles shall be round tapered steel, 37.5 feet high with 30" high concrete bases, typical. (40 feet total pole/base height). Higher poles with multiple fixtures are acceptable, but must be approved by Home Depot in advance. Other (lower) pole heights may be required to meet local code. Verify and coordinate with Home Depot.
 - b. Pole finish shall be dark bronze, including all accessories and base covers.
 - c. Pole shall be designed to withstand wind pressure as required by local building code.
5. Pole location, layout and bases
 - a. Drive aisle poles are typically located in landscaped area or median 60 ft. from front of building. Pole location not to exceed 75 ft. From building.
 - b. Bases shall be 30" above the finished parking surface, and 24" in diameter.
 - c. Concrete poles are acceptable when approved by Home Depot.
6. Lighting circuiting and control
 - a. All site lighting pole mounted fixtures for the Home Depot site shall be wired to the Home Depot's electrical panel. IF the site lighting must be wired to a house panel, it shall be separately metered and Home Depot shall have access to and /or parallel control of the site lighting control. Verify and coordinate with Home Depot and/or the real estate agreement.
 - b. In all cases, Home Depot shall have access to, and control of, the lighting illuminating the Home Depot site. Provide remote contactors and EMS control access to the site lighting house panel (where applicable).
 - c. One of the two light fixtures (refer to paragraph H.2.d) on two poles in the first row at the building entrance, shall be designated by Home Depot on a separate dedicated security circuit. The circuit shall be controlled separately where designated Home Depot.

- d. Separate and/or dedicated metering of site lighting will vary as a function of the Real Estate Agreement when the Home Depot store is in a shopping center. Verify and coordinate with Home Depot. In all other cases, the site lighting shall be metered as a part of the building load profile to take advantage of the rate structure, therefore no dedicated metering is required.
7. Site Receptacles
- a. Provide a duplex outlet at each pile along drive aisle, typically four.
 - b. At light pole nearest "seasonal sales", provide NEMA 3R electrical box with power, phone and data connections to a point located within the Home Depot building.
8. Building Mounted Lighting
- a. Lamp source shall be 250 Watt High Pressure Sodium. Verify local requirements and restrictions and coordinate with Home Depot.
 - b. Fixtures shall be mounted 15'-0" A.F.F. and spaced at 90'.0" centers on the back wall and the wall on the opposite side of building from garden center. Refer to paragraph H.2.b. for other spacing and wattage requirements.
- I. Pylon sign: Wired and metered to Home Depot electrical panel. If pylon sign must be wired to a house panel, it shall be separately metered and the Home Depot shall have access to and/or parallel control of the pylon sign controls. Provide mass concrete base to all poles exposed to auto/truck traffic.
- J. Bollards to be used in traffic areas as required to protect
- 1. Building Corners and Receiving Doors
 - 2. Hydrants and P.I.V.'s
 - 3. Transformers/Meters/Emergency Generator
 - 4. Compactor
 - 5. Railings or features at receiving area
 - 6. Exitway pads, steps and railings as necessary