



1 5. **Self Help.** Reference is particularly made to Sections 8 and 10(b) of the Development Agreement  
2 wherein if Developer defaults in performing the Site Work, HD may, in addition to exercising such other  
3 rights and remedies as are provided therein and as are provided at law or in equity, perform the Site Work to  
4 cure Developer's default.  
5

6 6. **Lien Rights.** Reference is particularly made to Section 10(b) of the Development Agreement,  
7 wherein each party grants to the other a lien against its property, which lien becomes effective upon default  
8 by the granting party in payment of sums due under the Development Agreement and the recording of a  
9 claim of lien by the non-defaulting party, as provided as provided in said Section 10(b). It is understood that  
0 the lien so granted shall apply only to the property within the Center owned by the defaulting party at the  
1 time of the recording of the claim of lien.  
2

3 7. **Purpose of Memorandum of Development Agreement.** This Memorandum of Development  
4 Agreement is prepared for recording and to give public notice of the obligations of the owner of Developer's  
5 Parcel and HD's rights pursuant to the Development Agreement, and in no way modifies the express and  
6 particular provisions of the Development Agreement.  
7

8 8. **Successors and Assigns.** It is the intention of Developer and HD that the rights granted to HD  
9 pursuant to the Development Agreement shall inure to the benefit of HD and its successors and assigns, and  
0 that any lien and/or security interest placed on Developer's Parcel pursuant to the Development Agreement  
1 shall be binding upon and shall burden Developer's Parcel.  
2

1 **IN WITNESS WHEREOF** this Memorandum of Development Agreement has been executed by and  
2 through the duly authorized officers of Developer and HD, and the seals of said parties have been affixed  
3 hereto, as of the day and year first above written.  
4

5  
6 **DEVELOPER:**  
7 **BENSON PARK PLAZA, L.L.C.,**  
8 a Nebraska limited liability company

9  
0 By: Northwood Properties, Inc.,  
1 a Nebraska corporation, Manager  
2

3  
4 By: Theodore M. Seldin  
5 Theodore M. Seldin, President  
6

7  
8 **HD:**  
9  
0 **HOME DEPOT U.S.A., INC.,**  
1 a Delaware corporation  
2

3 By: \_\_\_\_\_  
4 Its: \_\_\_\_\_  
5 Printed Name: \_\_\_\_\_

1 **IN WITNESS WHEREOF** this Memorandum of Development Agreement has been executed by and  
2 through the duly authorized officers of Developer and HD, and the seals of said parties have been affixed  
3 hereto, as of the day and year first above written.  
4

5  
6 **DEVELOPER:**  
7 **BENSON PARK PLAZA, L.L.C.**  
8 a Nebraska limited liability company  
9

0 By: \_\_\_\_\_  
1 Its: \_\_\_\_\_  
2 Printed Name: \_\_\_\_\_  
3

4 Attest: \_\_\_\_\_  
5 Its: \_\_\_\_\_  
6 Printed Name: \_\_\_\_\_  
7

8 **HD:**  
9  
0 **HOME DEPOT U.S.A., INC.,**  
1 a Delaware corporation  
2

3 By:  \_\_\_\_\_  
4 Its: **KATHRYN E. LEE** TBC  
5 Printed Name: **MP REAL ESTATE LAW GROUP**

JUN 12 2000

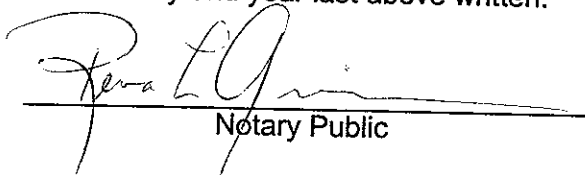
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**DEVELOPER ACKNOWLEDGMENT**

STATE OF NEBRASKA     )  
                                  )     SS.  
COUNTY OF DOUGLAS    )

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.

  
\_\_\_\_\_  
Notary Public



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**HD ACKNOWLEDGMENT**

STATE OF GEORGIA)

COUNTY OF Cobb) SS

**KATHRYN E. LEE**  
**V.P. REAL ESTATE LAW GROUP**

On the 12th day of JUNE, 2000, before me personally came \_\_\_\_\_ 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

