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RICHARD N. TAKECHI
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~~Atlanta, Georgia 30339
Attn: Gil Y. Burstiner, Esq.~~

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**AMENDMENT NUMBER THREE TO
RECIPROCAL EASEMENT AND OPERATION AGREEMENT
COVERING**

**LOTS 1, 2, 5, 6, 7, AND 8 BENSON PARK PLAZA REPLAT 1, AND LOTS 1 AND 2
BENSON PARK PLAZA REPLAT 2 (FORMERLY KNOWN AS LOTS 3 AND 4 BENSON
PARK PLAZA REPLAT 1) AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS
COUNTY, NEBRASKA**

This **AMENDMENT NUMBER THREE TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT** ("Amendment Three") is made on December 13, 2002, by and among **BENSON PARK PLAZA, L.L.C.**, a Nebraska limited liability company ("Developer"), **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("HD"), **IHOP REALTY CORP.**, a Delaware corporation ("IHOP"), **SYSTEM CAPITAL REAL PROPERTY CORPORATION**, a Delaware corporation ("McDonald's") and **PANDA PROPERTIES LLC**, a Nebraska limited liability company ("Arby's"). Developer, HD, IHOP, McDonald's and Arby's represent all of the owners of the property which is the subject of the "REA" (as hereinafter defined) and are sometimes hereinafter collectively referred to as the "Parties."

RECITALS

A. HD and Developer entered into a Reciprocal Easement and Operation Agreement dated June 14, 2000, which was recorded June 15, 2000, in Miscellaneous Book 1341 at Page 366 of the Register of Deeds of Douglas County, Nebraska, as amended by Amendment Number One to Reciprocal Easement and Operation Agreement ("Amendment One") dated December 15, 2000, and recorded January 9, 2001, in Miscellaneous Book 1365 at Page 2 in the aforesaid records and Amendment Number Two to Reciprocal Easement and Operation Agreement ("Amendment Two") dated March 27, 2001, and recorded March 29, 2001 in Miscellaneous

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Book 1375 at Page 205 in the aforesaid records. The Original REA, Amendment One and Amendment Two are hereinafter collectively referred to as the "REA."

B. HD is the owner of Lot 1 of Benson Park Plaza Replat 1 (the "HD Property"), Developer is the owner of Lots 2, 6, 7 and 8 of Benson Park Plaza Replat 1 (the "Developer Property"), IHOP is the owner of Lot 5 of Benson Park Plaza Replat 1 (the "IHOP Property"), McDonald's is the owner of Lot 1 of Benson Park Plaza Replat 2 (the "McDonald's Property") and Arby's is the owner of Lot 2 of Benson Park Plaza Replat 2 (the "Arby's Property").

C. The Parties desire to amend the REA to modify the maintenance provisions and for other purposes as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the REA as follows:

1. Amendment of Article I, Section D. From and after the date of this Amendment Three, the Article I, Section D contained in the Original REA shall be deleted and the following Article I, Section D shall be inserted in its place:

D Pylon Sign Easement; Pylon Signs

(a) Developer has constructed two (2) electrified shopping center pylon signs at the locations shown on Schedule 1 attached to Amendment Three (individually, a "Center Pylon" and collectively, the "Center Pylons"). The Center Pylons have been constructed substantially as shown on the sign exhibit annexed to Amendment Three as Schedule 3-A and Schedule 3-B. The northernmost Center Pylon shall be referred to as the "Northern Center Pylon" and is shown on Schedule 3-A attached to Amendment Three. The southernmost Center Pylon shall be referred to as the "Southern Center Pylon" and is shown on Schedule 3-B attached to Amendment Three.

(b) During the term of this REA, each Owner hereby grants and conveys to each other Owner who has or will have a sign face on a Center Pylon for their use an easement to cross the Parcel of the grantor so that the grantee may install, maintain and replace its sign face on the Center Pylons located on the grantor's Parcel.

(c) HD shall be entitled to maintain each of the sign faces

which are depicted on Schedule 3-A and Schedule 3-B in the top position on each of the Center Pylons. HD may make changes to and/or replace the HD sign faces from time to time so long as all necessary governmental approvals are obtained therefor.

(d) The Owners hereby covenant and agree that: (i) they 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 panels use orange as a primary color; and (ii) except as otherwise specifically set forth in that certain Sign Easement Agreement (North Project Center Sign) dated June 16, 2000 recorded at Deed Book 1342, Page 485 Misc. in the Register of Deeds Douglas County, Nebraska, which grants Albertson's Inc. the right to place a sign panel on the Southern Center Pylon, only businesses within the Shopping Center may have sign panels on the Center Pylons.

(e) Developer or if Developer is no longer an Owner in the Shopping Center, then the Owner whose Parcel comprises the largest amount of square footage in the Shopping Center, shall determine which other Owners or lessees shall be entitled to install sign panels on the Center Pylons; provided, however, nothing contained in this subparagraph (e) shall modify HD's right to maintain its sign faces in the size and location as set forth in Article I, Section D, Subparagraph (c) above. Each Owner or tenant who maintains a sign face on the Center Pylons shall bear the cost of creating, installing and maintaining its sign face and shall keep its sign face in good condition and repair so as to keep same in a safe, sightly and functional condition at all times based on standards for first-class community shopping center pylon signs in the market area. The cost of lighting, maintaining repairing, replacing and insuring the Center Pylons shall be a shared cost among each Owner or tenant who maintains a sign face on the Center Pylons and shall be paid in the manner set forth below in Article II, Section A(d)(iii).

2. Amendment of Article II. From and after the date of this Amendment Three, Article II contained in the Original REA shall be deleted and the following Article II shall be inserted in its place:

Article II Maintenance, Taxes and Operation.

A Maintenance

(a) Except as specifically set forth herein, each Owner shall, at its sole cost and expense, insure, maintain, repair and replace all improved portions of the Common Areas and the Common Facilities located on its respective Parcel, so as to keep such areas at all times in a safe, sightly, good and functional condition to standards of comparable community shopping centers in the market area. Each Owner shall also cause the Common Areas, the Common Facilities and all buildings and improvements located on its Parcel to comply with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Common Areas for their intended purposes. Any landscaped areas on the respective Common Areas shall be mowed and otherwise tended to by the Owner thereof.

(b) Except as specifically set forth in Article II, Section A, Subparagraph (d) below, each Owner shall repave, re-stripe and replace markings on the surface of the parking areas and driveways in its Parcel from time to time as and when necessary so as to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas. Any striping and other markings installed or replaced after the date of this Amendment Three shall be substantially similar with those shown on the Site Plan meaning that they shall be oriented in the same direction and be of similar size as those shown on the Site Plan.

(c) Each Owner shall maintain, repair and replace, and pay the cost of any fees or charges in connection with the Utility Lines located on its Parcel to the extent that such Utility Lines service the improvements on that Parcel. Maintenance, repair or replacement of any portion of any Utility Lines serving more than one Parcel shall be performed by the Owner of the Parcel crossed by the Utility Line and the cost thereof shall be shared on an equitable basis based upon the relative consumption or usage of the utility furnished from such Utility Line if such relative consumption or usage can be identified. If such relative consumption or usage

cannot be identified, then the cost of such maintenance, repair or replacement shall be divided among the Owners who are benefited from such Utility Line with each Owner paying its share which share shall be a fraction of the cost of such maintenance, repair or replacement the numerator of which shall be the number of square feet of floor area (exclusive of garden center sales areas, mezzanines used for storage and related office and non-sales uses) in all structures located on such Owner's Parcel as measured from the exterior base of any exterior wall and to the center line of any party wall ("Building Floor Area"), and the denominator of which shall be equal to the aggregate of the Building Floor Area (as so measured) in all buildings among the Owners who are benefited from such Utility Line in the Shopping Center. To the extent that any Utility Line exclusively servicing any Parcel crosses another Owner's Parcel, such Utility Line shall be so maintained, repaired or replaced by the party served by the Utility Line, subject to the provisions of Article I, Section B.

(d) (i) Anything in this Article II to the contrary notwithstanding, commencing on the date of Amendment Three, the Owner of the HD Parcel shall, at its expense (subject to reimbursement as hereinafter provided) be responsible for the maintenance (including snow and ice removal), repair and replacement (including repaving, re-striping and replacing markings), as necessary, of the access drives in the Shopping Center shown on Schedule 1 attached to Amendment Three (the "Access Drive Maintenance- Schedule 1").

(ii) Commencing on the date that the access drives in the Shopping Center shown on Schedule 2 attached hereto to this Amendment Three are completed, the Owner of the HD Parcel shall, at its expense (subject to reimbursement as hereinafter provided) be responsible for the maintenance (including snow and ice removal), repair and replacement (including repaving, re-striping and replacing markings), as necessary, of all of the access drives in the Shopping Center which are shown on Schedule 2 attached hereto to this Amendment Three ("Access Drive Maintenance - Schedule 2").

(iii) Each Owner who develops its Parcel by commencing construction of a building or structure on such Parcel shall pay to HD an annual fee in the amount of Five Hundred and No/100ths Dollars (\$500.00) (the "Access Drive Maintenance

Fee”) per Parcel in the manner set forth in Article II, Section A, Subparagraph (g) below. If any Parcel is further subdivided, each subdivided lot shall become a Parcel such that the Owner of that subdivided lot shall pay to HD the Access Drive Maintenance Fee (in the amount of Five Hundred and No/100ths Dollars [\$500.00]) upon such time as construction is commenced on such subdivided lot.

(e) The Owner of the HD Parcel shall also pay when due (subject to reimbursement as hereinafter provided) the \$4,000 annual payment due from the Shopping Center 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 (the “Signal Maintenance Fee”). It is understood that the Signal Maintenance Fee 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”). Each Owner in the Shopping Center shall reimburse the Owner of the HD Parcel for each Owner’s proportionate share of the Signal Maintenance Fee based its respective Share. When the Signal Maintenance Fee increases, the Owner of the HD Parcel shall submit a statement to the other Owners in the Shopping Center stating each Owner’s recalculated Share of the Signal Maintenance Fee.

(f) Anything in this Article II to the contrary notwithstanding, the Owner of the HD Parcel shall, at its expense (subject to reimbursement as hereinafter provided) pay to insure (for 100% replacement value), light, maintain, replace and repair, as necessary, the two (2) Center Pylons within the Shopping Center (the “Pylon Maintenance”) which are located as shown on Schedule 1 attached to Amendment Three. The Parties hereby agree to an annual maintenance fee of Two Hundred Fifty and No/100ths Dollars (\$250.00) per Center Pylon (the “Pylon Maintenance Fee”). Each party who has installed a sign panel on a Center Pylon shall reimburse the Owner of the HD Parcel for such party’s proportional share of the Pylon Maintenance Fee for each Center Pylon which portion shall be a fraction of such Pylon Maintenance Fee, the numerator of which is the area of the sign panel or panels which such party is entitled to install on the Center Pylon, and the denominator of which is the total area of all sign panels on the Center Pylon. The Parties hereby agree that any

single expenditure by the Owner of the HD Parcel to maintain, repair or replace a Center Pylon in excess of \$5,000 shall not be considered to be a part of the Pylon Maintenance Fee and such cost shall be allocated among each party who has installed a sign panel on the Center Pylon needing maintenance, repair or replacement; provided, however, any single expenditure in excess of \$5,000 shall be approved in writing by each of the parties who have sign panels on the Center Pylon needing maintenance, repair or replacement before the cost is incurred.

(g) Each Owner's respective share of the Access Drive Maintenance Fee, the Signal Maintenance Fee and the Pylon Maintenance Fee shall be payable in advance without demand, deduction, offset or recoupment on December 31st of each year to HD at the following address: Home Depot Receivable, P.O. Box 7247-7491, Philadelphia, PA 19170-7491, Re: Store No 3202, or such other address as HD may designate in writing to the other Owners. Commencing five (5) years following the date of execution of Amendment Three, and on each fifth (5th) year anniversary date thereafter (herein the "Date of Adjustment"), the Access Drive Maintenance Fee and the Pylon Maintenance Fee payable by such Owners shall be increased by an amount computed by multiplying the prior annual amount by five percent (5%).

B Real Estate Taxes After the date of this Amendment Three, each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel.

C Operation and Lighting.

(a) Unless specifically agreed otherwise by all Owners, each Owner shall keep the roadways and parking areas of its respective Parcel open to the customers of the Shopping Center seven days a week at all times and lighted after dusk until 11:00 p.m. on Monday through Saturday and from dusk until 9:00 p.m. on Sunday ("Normal Lighting Hours"). Any Owner or occupant of a Parcel may require the lights on any other Parcel to be kept lighted after Normal Lighting Hours if such Owner or occupant reimburses the requested Owner for the additional electrical costs incurred thereby, which cost shall be shared on a pro rata square footage basis with any other occupant which remains open during such

additional hours.

(b) Any facilities and fixtures to be used in the lighting of the roadways or parking areas of the Shopping Center will be constructed of material and designed so that such facilities and fixtures shall be of a quality and standard no less than the quality and standard used in constructing and designing the facilities and fixtures constructed or to be constructed on the HD Parcel. The Shopping Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed on the respective Parcels. The Owners shall power and control all site lighting located on their respective Parcel, with such power and controls designed to provide normal lighting levels and security lighting levels. The timing control system shall be capable of easily modifying the time of day that the normal and security lighting levels are initiated, and the Owners agree to cooperate with each other and to coordinate changes to the light level switching times upon request of another Owner.

D. Delegation of Management. The Owners may enter into an agreement, with the consent of the Owners of all Parcels affected thereby, appointing one of the Owners or a third party to perform all or portions of the maintenance and repair of the Common Areas and related facilities of the Shopping Center. In such event, each Owner shall be responsible to pay its respective Share (as hereinafter defined) of the costs incurred by the designated party in performing such services, which costs shall include the ordinary operating and maintenance expenditures incurred as well as capital expenditures to the extent so authorized, provided, however, that any expenditure in which another Owner must share for a repair or replacement of the designated party costing \$5,000.00 or more shall require the prior approval of each such Owner. The terms upon which that party will perform the maintenance of the Common Areas will be negotiated at the time of the appointment. 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), such party performing all or portions of the maintenance and repair of the Common Areas and related facilities of the Shopping Center shall be deemed to be the "Operator" as such term is used in the REA and the Operator may include an amount to be paid to Operator as an allowance for its supervision of all or portions of the maintenance and repair of the

Common Areas and related facilities of the Shopping Center, equal to ten percent (10%) of the total costs of the maintenance and repair of the Common Areas and related facilities of the Shopping Center (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 maintenance on Operator's behalf). As used herein the term "Share" shall mean a fraction, the numerator of which shall be the Building Floor Area of all structures located on such Owner's Parcel and the denominator of which shall be equal to the aggregate of the Building Floor Area (as so measured) in all buildings in the Shopping Center.

2. Affirmation and Definition of Terms. All capitalized terms used in this Amendment Three shall have the meaning assigned to them in the REA unless otherwise provided in this Amendment. Except as amended by this Amendment, the terms and provisions of the REA shall remain in full force and effect.

3. Binding Affect. This Amendment Three shall be binding upon an inure to the benefit of the parties hereto and any subsequent owners of Lots 1 and 2, Benson Park Replat 2 and Lots 1, 2, 5, 6, 7 and 8 with Benson Park Plaza Replat 1.

4. Superceding. From and after the date hereof, all references to the REA shall mean the REA, as amended. The terms of this Amendment Three shall supercede over any conflicting terms in the REA, Amendment One and Amendment Two.

5. Confirmation. Except as otherwise expressly set forth in this Amendment Three, the REA, Amendment One and Amendment Two thereto, are hereby ratified and confirmed and remain in full force and effect.

6. Counterparts. This Amendment Three may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Amendment Three may be executed and notarized on separate pages, and when attached to this Amendment Three shall constitute one (1) complete document.

(Text of the Document ends here- Signatures commence on next page.)

IN WITNESS WHEREOF, the Parties have caused this Amendment 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., Manager

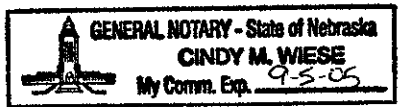
By: *Theodore M. Seldin*
Print name: THEODORE M. SELDIN
Title: PRESIDENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On the 13th day of Dec., 2002, before me personally came Theodore M. Seldin # 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 **BENSON PARK PLAZA, L.L.C.**, a Nebraska limited liability company, the company 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 company, and the instrument was signed by the authorized signatory, all by order of the members of the company.

Cindy M. Wiese

My Commission Expires: Sept. 5, 2005



President of Northwood Properties, Inc., as Manager

HD:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

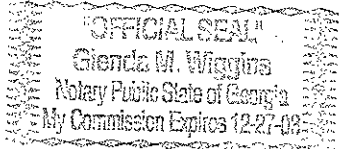
By: [Signature] 6/8
Print name: Jeff Israel
Title: Senior Corporate Counsel, Real Estate



STATE OF GEORGIA)
) SS
COUNTY OF Cobb)

On the 12th day of December, 2002 before me personally came JEFF ISRAEL, Senior Counsel RE 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.

[Signature]
Notary Public My Commission Expires: 12-27-03



IHOP:

IHOP REALTY CORP.,
A Delaware corporation

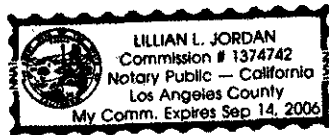
By: [Signature]
Print name: Julia A. Stewart
Title: PRESIDENT

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On the 5th day of Dec., 2002 before me personally came Julia A. Stewart, 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 **IHOP REALTY CORP.**, 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.

[Signature]
Notary Public

My Commission Expires: _____



McDonald's:

SYSTEM CAPITAL REAL PROPERTY CORPORATION, *JAM*
A Delaware corporation

By: Raymond Voros
Print name: RAYMOND VOROS
Title: Vice - President



STATE OF ILLINOIS)
)SS
COUNTY OF DuPage)

On the 18th day of November 2002 before me personally came Raymond Voros, VP 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 **SYSTEM CAPITAL REAL PROPERTY CORPORATION**, 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.

Arleen D. Scarlato
Notary Public

My Commission Expires: 07/29/03



Arby's:

PANDA PROPERTIES LLC,
A Nebraska limited liability company

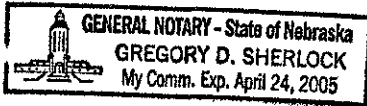
By: *Alan D Agosto*
Print name: ALAN D Agosto
Title: Pres.

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On the 21st day of June 2002 before me personally came Alan D Agosto, Pres. 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 **PANDA PROPERTIES LLC**, a Nebraska limited liability company, the company 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 members of said company.

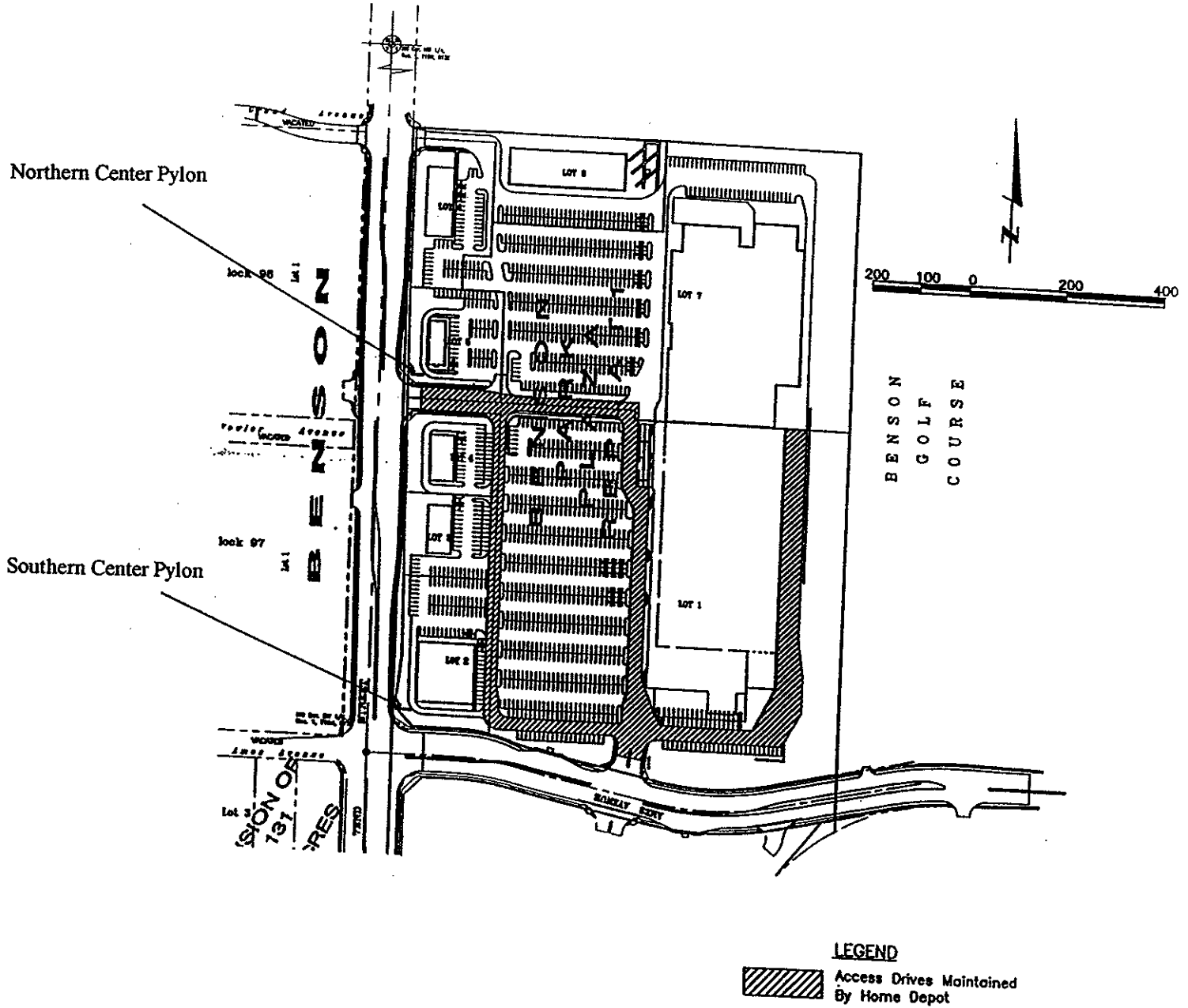
Gregory D Sherlock
Notary Public

My Commission Expires: April 24, 2005



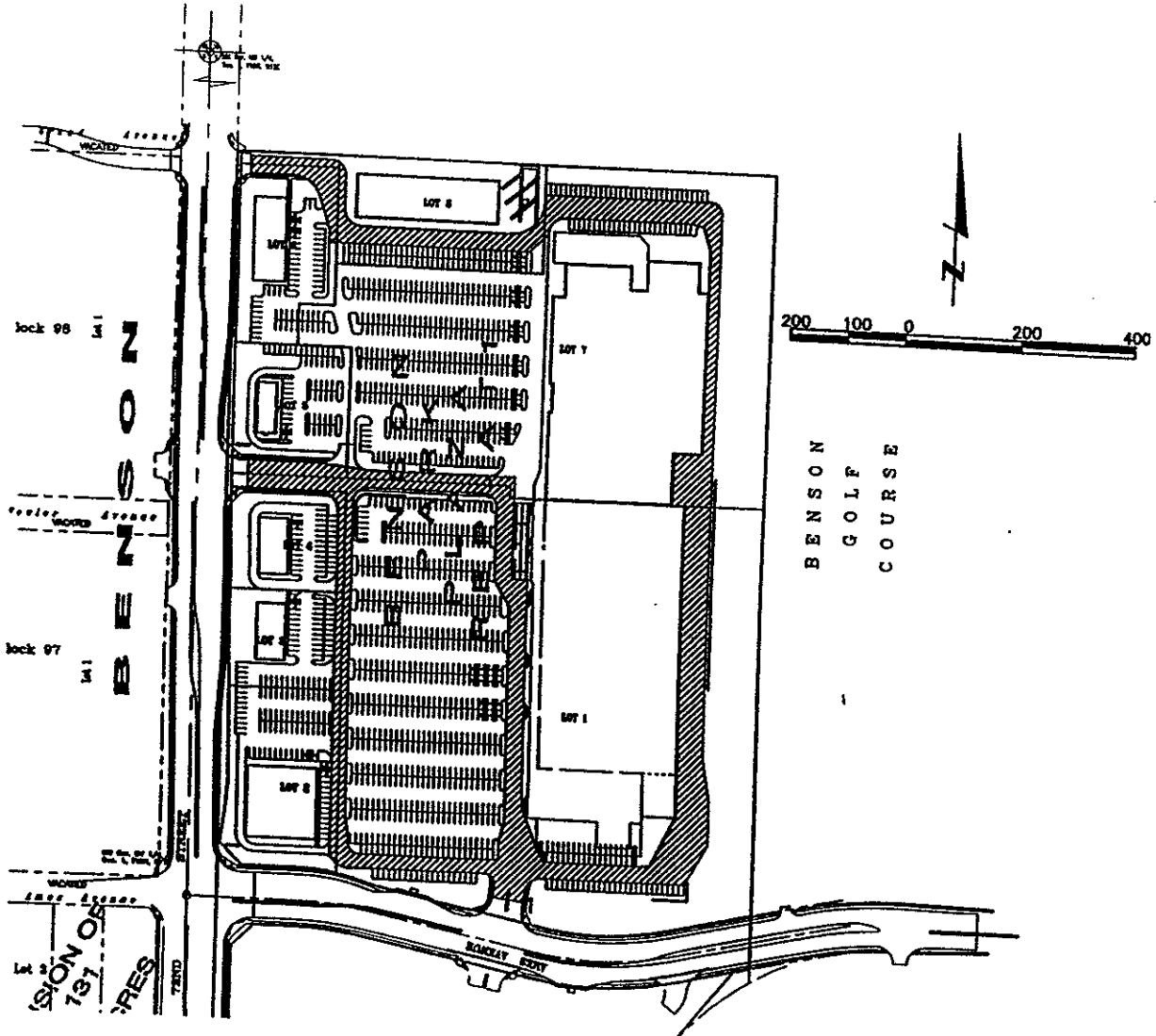
Schedule 1

Site Plan showing initial Access Drives
to be Maintained by HD and location of Center Pylons




Schedule 2

Site Plan showing all Access Drives to be maintained by HD once all access drives have been installed.

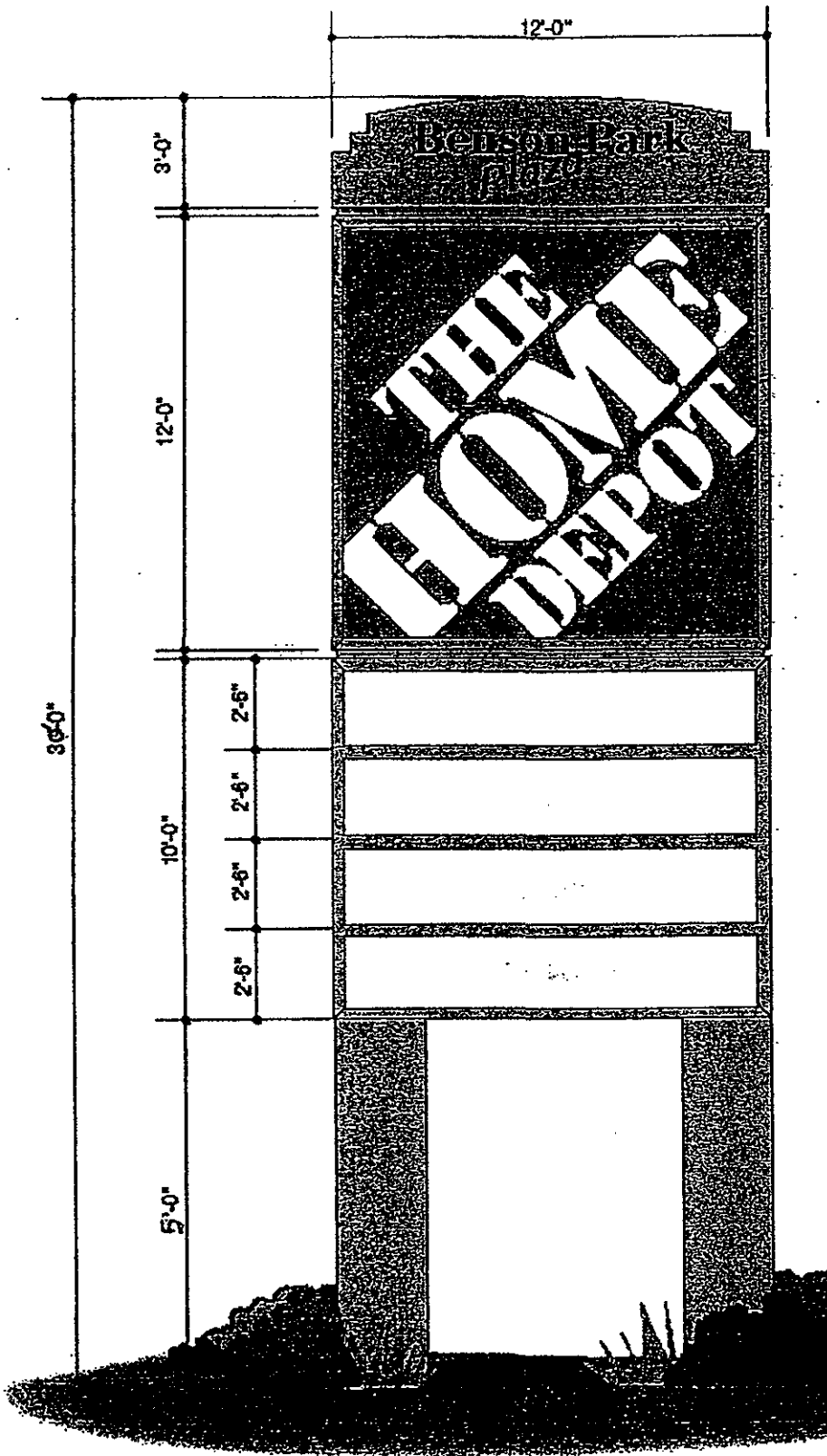


LEGEND

 Access Drives Maintained By Home Depot

Schedule 3-A

Depiction of Northern Center Pylon



COLLINS SIGNS



4255 Napier Field Road
 Dothan, Alabama 36308
 334.983-8000 Telephone
 334.983-1379 Fax

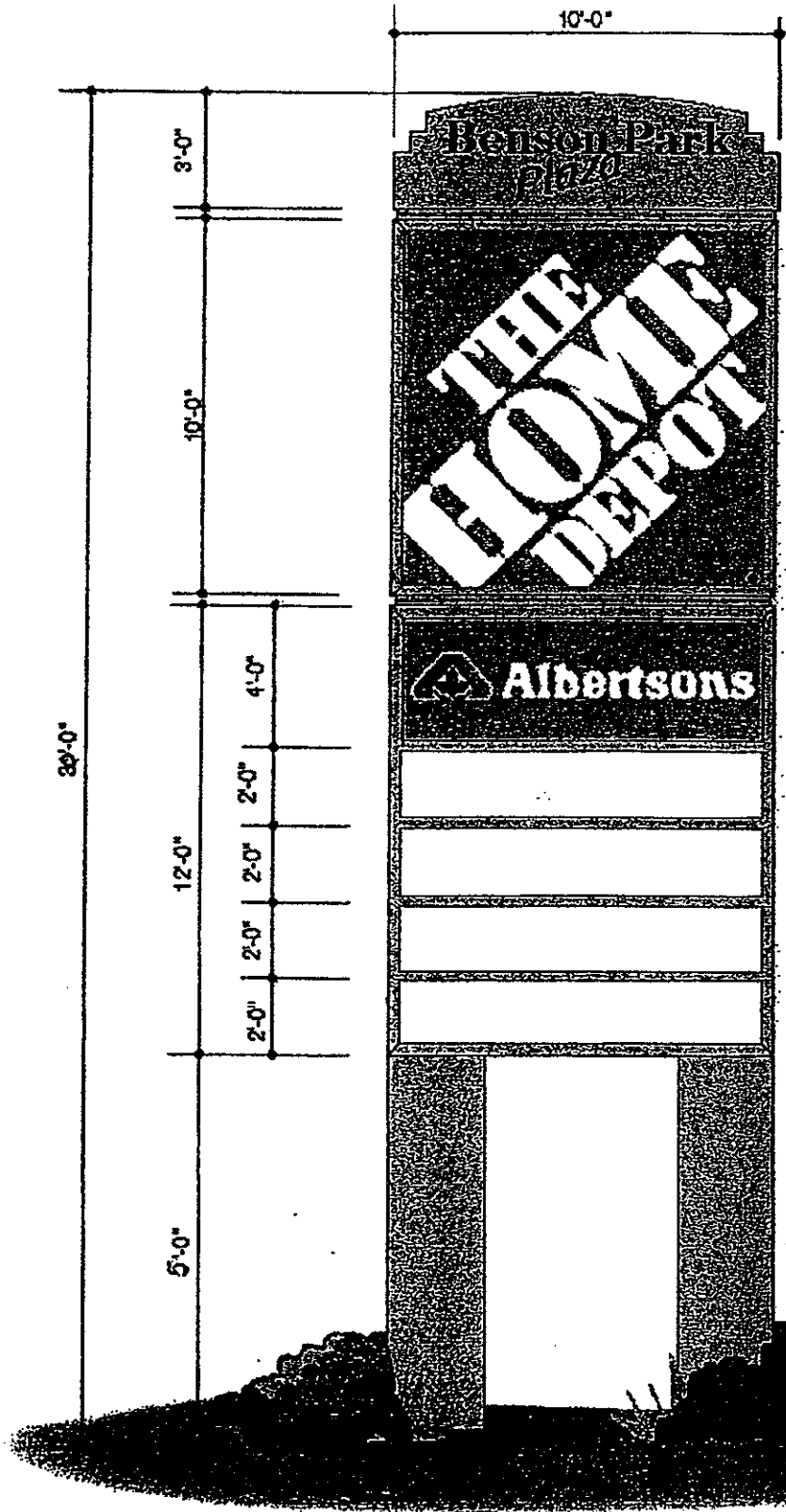


The Home Depot
 72nd & Ames
 Omaha, NE

1017.CDR AAA
 Created: 06/16/2000
 Revised: 09/08/2000
 Revised: 11/14/2000

We warrant that our signs are made of the best materials and workmanship available. We warrant that our signs will be in good condition for the life of the sign. We warrant that our signs will be in good condition for the life of the sign. We warrant that our signs will be in good condition for the life of the sign.

Depiction of Southern Center Pylon



COLLINS SIGNS



4255 High Field Road
Dothan, Alabama 36308
334 983-8000 Telephone
334 983-1379 Fax



The Home Dep^t
72nd & Ames
Omaha, NE

Lender's Consent

Union Bank & Trust Company, a Nebraska state banking corporation, which holds a security interest in Lots 2, 6, 7 & 8 Benson Park Plaza Replat I, by virtue of Deed of Trust recorded at Book 6079 and Page 1 of the records of Douglas County, Nebraska consents to this Amendment Three to the Reciprocal Easement and Operation Agreement, as set forth above.

Lender: **UNION BANK & TRUST COMPANY,**
a Nebraska state banking corporation

By: Karen J. Cenovich

Its: Senior Vice President

Name: KAREN J. CENOVICH

Date December 17, 2002

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged to me on this 17th day of December, 2002, by Karen J. Cenovich, Senior Vice President of Union Bank & Trust Company, a Nebraska state banking corporation.

Cindy M. Wiese My Commission Expires Sept. 5, 2005
Notary Public

