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DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 1st day of July, 2002, by and between Papillion Professional Park, L.L.C., a Nebraska limited liability company ("Papio") and Edward F. Person and Cari L. Person ("Persons").

I. PRELIMINARY

1.1 Definitions:

(a) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) "Center": Parcels 1, 2 and 3 and 4 collectively.

(c) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(d) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Center and is recorded concurrently herewith.

(e) "Consenting Owners": The consenting owner shall be Papio until all of the parcels are sold to other parties. Thereafter, the Consenting Owner shall be the owner of a majority of the Parcels. In the event of no majority ownership, the Consenting Owner shall be voted each calendar year between the parcel owners. One parcel provides one written vote to the then current or outgoing Consenting Owner no later than December 15 of the preceding year. Votes shall continue until the majority votes a Consenting Owner.

(f) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(g) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

(h) "Parcel": Parcel 1, 2 3, and 4 as more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(i) "Person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(j) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(k) "Service Facilities": Loading docks, trash compactors and enclosures, storage areas, exterior coolers, electrical and refrigeration facilities and other similar service facilities.

1.2 Parties: Persons are the Owner of Parcels 1, 2, 3 and 4; and Persons hereby consents and ratifies all the provisions of this Declaration as covenants running with the land and consents to the recordation of this Declaration against the Parcels.

1.3 Purpose: The parties plan to develop the Center as an integrated office complex for the mutual benefit of all real property in the Center, and, therefore, hereby establish the following covenants, restrictions, and easements.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not under construction and Common Areas not improved on the date the Owner of any Parcel first opens its building for business shall be planted with grass or other suitable plant material to act as a dust cap and kept weed-free, clean, mowed and maintained at the Owner's sole expense until such time as buildings and improvements are constructed thereon.

2.2 Common Area: The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, parking lot lighting, utilities, sewers, and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except directional signs for traffic control, paving, bumper guards or curbs, landscape planters, lighting standards, utility pads and equipment, sidewalks and, to the extent that they are located, and do not impede access, to the rear of buildings, Service Facilities. Except as may be provided to the contrary in Section 5.2, below, the Common Area on each Parcel, and all improvements thereto, shall be constructed by the Owner of each Parcel, at such Owner's sole cost and expense, in accordance with the site plan and the Common Area Site Development Criteria attached hereto as Exhibit "A" and in accordance with plans and specifications approved by the Consenting Owner and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. If a building constructed by an Owner occupies less than all of the Building Area on that Owner's Parcel, then, until such time as the Owner shall actually develop such area with a building, all portions of such Building Area which are not used for buildings, shall be developed by the Owner thereof, at said Owner's sole cost and expense, and maintained as improved Common Area, as provided for in the Common Area Maintenance Agreement. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, , concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaping areas, together with necessary planting, may not be changed without the prior written

approval of the Consenting Owners. Each Owner of a Parcel shall supply at such Owner's sole cost, separately metered electricity for exterior lighting on their respective Parcel. Each Owner of a Parcel shall operate, construct, and maintain and supply separately metered water for, an underground sprinkler system for all landscaped areas on their respective Parcels, at such Owner's sole cost and expense. Each Owner of a Parcel shall water the landscaped areas on their respective Parcels, at such times and in such amounts as is reasonably necessary to keep the landscaped areas in a good and healthy condition.

2.3 Type and Design of Building:

(a) Every building shall be constructed in such a manner as to comply with all applicable governmental regulations and standards for fire protection, prevention and safety.

(b) Every building shall be no greater than 10,000 square feet on Parcels 2 and 3, and no greater than 12,000 square feet on Parcels 1 and 4.

(c) It is the intention of the Consenting Owner that all buildings and Common Areas be constructed of the same design and of the same materials. All buildings shall look substantially similar in design, workmanship, and materials to the plans shown in Exhibit "B" or previously constructed on one of the Parcels. No Building shall be constructed without the expressed written consent of the plans by the Consenting Owner. The Consenting Owner may request a vote by other Owners for such approvals.

2.4 Building Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Center, or (iii) the receiving of merchandise by any business in the Center. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar

facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Center.

2.5 Casualty and Condemnation: In the event all or any portion of any building in the Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property, in such a manner as not to adversely affect the drainage of the Center or any portion thereof, and shall be planted with grass or other suitable plant material to act as a dust cap and kept weed-free, clean, mowed and maintained at the Owner's sole cost and expense until buildings are reconstructed thereon.

2.6 Indemnification: Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

III. EASEMENTS

3.1 Ingress, Egress and Parking: Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or drive-up or drive through customer service facilities.

3.2 Utility Lines and Facilities:

(a) Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement (but shall not interfere with the Owners ability to construct the building within the Building Areas identified in the site plan in Exhibit "A" attached hereto) under, through and across the Parcels for the installation, operation, maintenance, repair and replacement of storm water drainage systems or structures, sanitary sewers, and water mains and/or lines. All such systems, structures, mains, and sewers shall be installed and maintained below the ground level or surface of such easements except for such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement or alteration of any buildings located in the Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Center. Except as may be otherwise provided in the Common Area Maintenance Agreement, the grantee shall bear all costs related to such grantee's installation, operation, maintenance, repair and replacement of easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the

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Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction or repair of same.

IV. OPERATION OF COMMON AREA

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written consent of the Consenting Owners or unless otherwise required by law. No owner shall be allowed to rent or authorize use of the Common Area or Parking areas for uses not related to the Center without the expressed written consent of a majority of the Parcel Owners.

4.2 Employee and Customer Parking: Anything in this Declaration to the contrary notwithstanding, in no event shall employees of an Owner or occupant of a Parcel park on another Parcel without the consent of the Owner of such Parcel. Anything in this Declaration to the contrary notwithstanding, unless prohibited by applicable law, each Parcel Owner shall have the right, from time to time to reserve and designate on such Owner's Parcel, all or part of the two rows of parking stalls adjacent, and on either side of, the north/south driveway and circle drive closest to the front or side of the building on such Owner's Parcel, as areas to be used exclusively for motor vehicle parking by customers of the businesses located on such Owner's Parcel and/or parking arrangements required by law. In no event shall an Owner use, or allow any tenants or occupants of the buildings to utilize more than a five stall per 1,000 feet of gross building area during regular business hours.

4.3 Signs. There shall be no signs mounted on the exterior of the buildings, in any window or door visible from the exterior except on the main entry door of each building identifying tenants or occupants, owners of the building. Each Parcel shall be allowed one monument sign approved as to design and size by the Consenting Owner and it is intended that all exterior signs shall be similar. All exterior signs on Parcels shall be installed at the locations identified on Exhibit "A" and shall be restricted to identification of the business(es) or service(s) located or provided therein, and shall be maintained by the owner thereof. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

4.4 Sales: No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise

V. CONSTRUCTION OF IMPROVEMENTS

5.1 Common Area Improvements: All Common Area Improvements on a particular Parcel shall be constructed and installed by, and at the sole cost and expense of, the Owner of the Parcel in conjunction with the construction of such Owner's building on the Parcel.

5.2 Common Driveway: A driveway ("Driveway") and circular drive and landscaping ("Circular Drive") shall be initially constructed by Papio, at Papio's sole cost and expense, as approximately shown on Exhibit "A" Papio shall not be responsible for the construction of curbing and guttering on the other Owner's Parcel(s). Papio shall obtain all approvals and building permits required by law for the construction of the Driveway Improvements and shall pay for all costs associated with the design and construction of the Driveway Improvements to standards required or approved by governing bodies.

VI. GENERAL PROVISIONS

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6.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

6.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

6.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for twenty-five (25) years from the date hereof, whereupon they shall automatically renew for successive twenty-five (25) year periods unless terminated by the Consenting Owners.

6.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners of the property included within the Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

6.5 Modification and Termination: This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of all Parcels in the Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the Owners and recorded in the office of the recorder of the county in which the Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

6.6 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

6.7 Breach Shall Not Permit Termination: It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

6.8 Default: A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money)

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cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

6.9 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery services (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address shown on the then current real property tax rolls of the county in which the Center is located. The person and address to which notices are to be given may be changed at any time by any Parcel Owner upon written notice to the other parties. A Parcel Owner may file of record a notice of such change in notice address. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

6.10 Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

6.11 Attorney's Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

6.12 Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

6.13 Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

6.14 Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

6.15 Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

6.16 Entire Agreement: This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

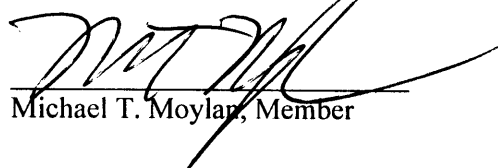
6.17 Construction: In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.18 Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.19 Recordation: This Declaration shall be recorded in the office of the recorder of the county in which the Center is located.

EXECUTED as of the day and year first above written.

Papillion Professional Park, L.L.C. ('Papio')

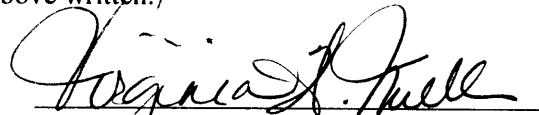
By: 
Michael T. Moylan, Member

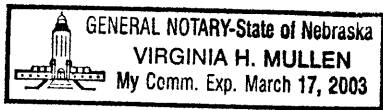
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

Acknowledged before me, the undersigned Notary Public, in and for said County and State, on this 1st day of July, 2002, by Michael T. Moylan, as Member of Papillion Professional Park, L.L.C., a Nebraska Limited Liability Company, for and on behalf of the company and the partnership.

WITNESS by hand and notarial seal the day above written.)

(SEAL)


Notary Public for Nebraska
My Commission expires: 3/17/2002



2002-24668 H

Edward F. Person and Cari L. Person ("Persons")
16573 Ontario Circle
Omaha, NE 68130 (402) 333-1783

By: Edward F. Person
Edward F. Person

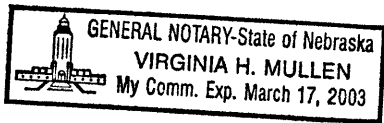
By: Cari L. Person
Cari L. Person

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

Acknowledged before me, the undersigned Notary Public, in and for said County and State, on this 1st day of July, 2002, by Edward F. Person and Cari L. Person (Persons).

WITNESS by hand and notarial seal the day above written.

(SEAL)



Virginia H. Mullen
Notary Public for Nebraska
My Commission expires: 3/17/2002

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SCHEDULE I
Description of Center

The Center is made up of Parcels 1, 2, 3 and 4 which are legally described as follows:

Parcel 1: Lot 1, Papillion Professional Park, as surveyed, platted and Recorded in Sarpy County, Nebraska.

Parcel 2 - Lot 2, Papillion Professional Park, as surveyed, platted and Recorded in Sarpy County, Nebraska.

Parcel 3 - Lot 3, Papillion Professional Park, as surveyed, platted and Recorded in Sarpy County, Nebraska.

Parcel 4 - Lot 4, Papillion Professional Park, as surveyed, platted and Recorded in Sarpy County, Nebraska.

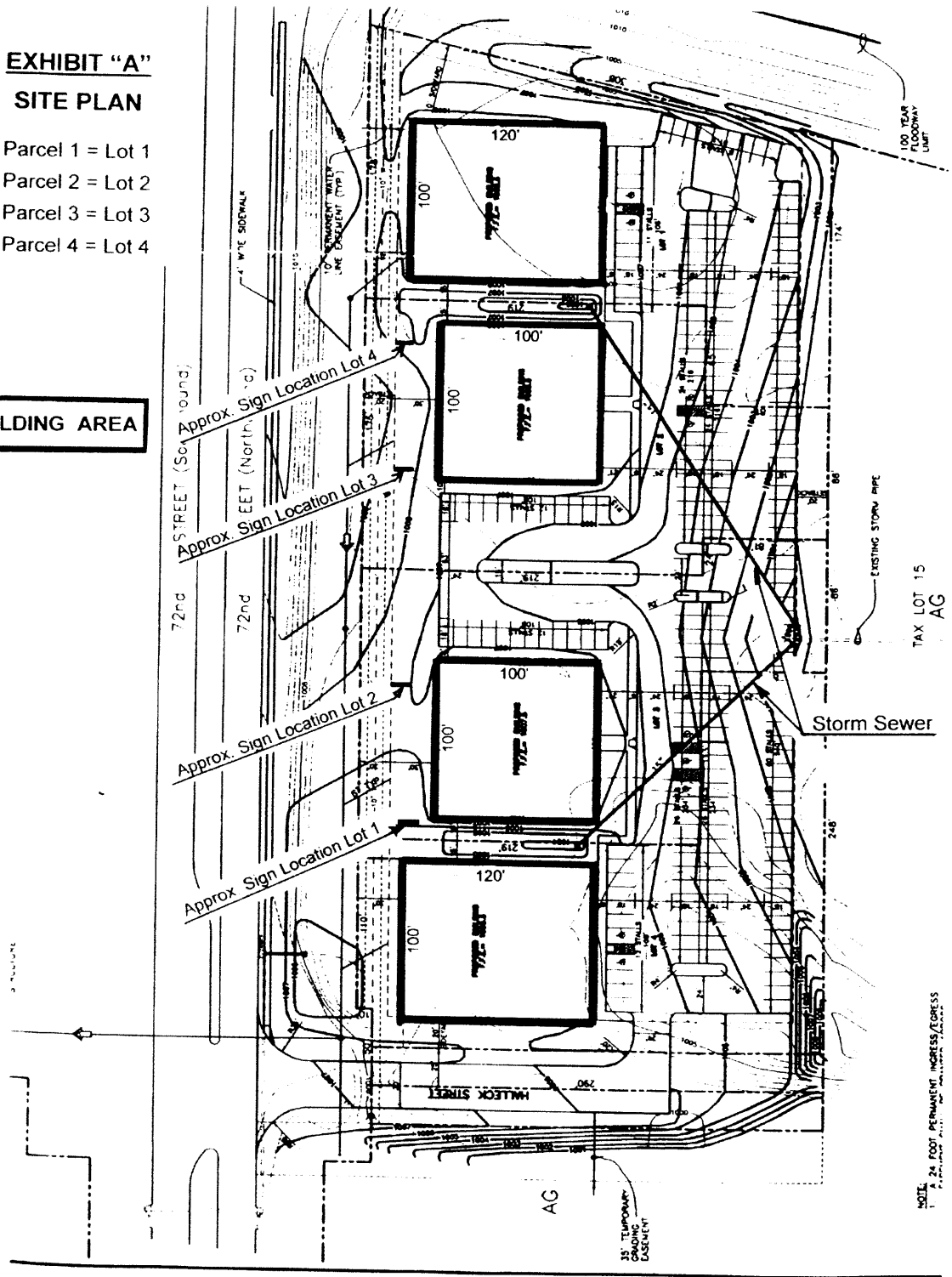
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EXHIBIT "A"
SITE PLAN

- Parcel 1 = Lot 1
- Parcel 2 = Lot 2
- Parcel 3 = Lot 3
- Parcel 4 = Lot 4

BUILDING AREA



TAX LOT 15
AG

NOTE: 24 FOOT PERMANENT ADDRESS/ESS/ESS
1. 24 FOOT PERMANENT ADDRESS/ESS/ESS

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EXHIBIT "A"
Site Plan
Common Area site development criteria

All Common Area Improvements shall be constructed in accordance with the following specifications:

SITE PLAN (HORIZONTAL CONTROL PLAN):

- Fire hydrants, transformers, light poles, or other vertical obstructions shall not be located in areas approved by the Consenting Owners.

Paving

- Thicknesses per soils report for 20 year life.
- Contractor submittals for asphalt job mix formula and material certificates to be approved by Materials Engineer/Testing Laboratory.
- Materials Engineer to conduct pre-paving conference and perform full-time inspection during paving operations.
- Prime coat and seal coat should **NOT** be specified unless otherwise recommended by Soils Engineer.
- Striping to be painted with 2 coats traffic white in single 4 inch wide lines.
- All service traffic aisles and driveways to be heavy duty paving in the areas indicated on Exhibit "A", and per soil's report for 20 year life.

Parking

- Two-way drive aisles with 90° parking and 9 foot wide stalls
- Minimum 24 foot width for those drives connecting to public streets.
- Maintain minimum 24 foot width for all service vehicle drive aisles.
- Locate handicap parking stalls as required by code.

Curbs & Wheel Stops

- No wheel stops or speed bumps.
- Do not use pre-cast concrete.
- Top set extruded concrete set in epoxy is not permitted.
- Base of poured-in-place curb to rest on compacted fill, minimum depth 12 inches
- Vertical turn down curbing shall be used at all locations adjacent to buildings, 2 foot combination curb and gutter shall be used at all other locations.
- Provide expansion joints @ 25 foot o.c. maximum and at curves, tangents, and corners.

GRADING & DRAINAGE PLAN:

- 1% minimum slope on paving (0.5% in concrete gutter). No concrete swales. Grading shall be completed as per grades attached in this Exhibit "A".
- Show required grades in contour format at 1 foot intervals with spot elevations at appropriate locations.
- Roof top drains to be tight lined to the site storm water system, unless approved by the Consenting Owners.

- Building pad shall be graded to a level below finished floor equal to the floor slab thickness plus drainage course if any, as specified in the owner's report of subsurface investigation to an accuracy of plus or minus 1/10th of a foot.

LANDSCAPE PLAN:

- Meet but do not exceed minimum requirements and shall adhere strictly to the Landscape Plan designed by Papio.
- Trees to be no smaller than 1 1/2 inch caliper; shrubs to be 5 gallon minimum.
- Avoid obscuring building facades with trees.
- Plastic, automatic irrigation system with separate water meter. Keep heads away from edges of planters.
- Provide sprinkler layout with associated electrical diagrams.
- Provide legend containing plant list with common name, Latin name and size of plant.

RETAINING WALLS:

- Segmental retaining wall system, if any, shall be uniform on all Parcels and shall to be approved by the Consenting Owners prior to commencement of construction. All walls taller than 4 feet shall be designed by registered engineer.
- Any fencing or safety fencing shall be uniform on all Parcels and approved by the Consenting Owners.

UTILITY PLAN:

- Parking lot light poles and fixtures, if any, shall be uniform on all Parcels and to be approved by the Consenting Owners. Shall be located at places shown on Site Plan.
- Parking Lot lighting to be protected by curbing. If not protected by curbing, all pole bases to be concrete 2 foot 6 inches high above grade and 2 foot diameter, formed with circular "sono" tube. Slope top of pole base to shed moisture. Type and Color spec to be approved by the Consenting Owners.
- Metal Halide site lighting only (no High Pressure Sodium ["HPS"]).
- All building security and soffit lights must go to respective building panel.
- Center and building lights to be photo cell on and off (Photo Control on at dusk/time clock off 1:00 a.m.)
- Provide 120V outlet and J-box 3 feet above grade at the parking lot light poles.

**EXHIBIT B
ELEVATIONS**

The buildings shall be constructed substantially similar to the pictures shown here.

The building materials shall be steel frame, concrete floor, brick walls, and glass windows.

