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**RECIPROCAL EASEMENT AND OPERATION AGREEMENT
(I-30/Loop 820, East Fort Worth, Texas; Store No. 6534)**

Effective Date: November 24, 1999

BY _____
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RECIPROCAL EASEMENT AND OPERATION AGREEMENT
(I-30/Loop 820, East Fort Worth, Texas; Store No. 6534)

This **RECIPROCAL EASEMENT AND OPERATION AGREEMENT** ("Agreement") is entered into as of November ~~24~~²⁴, 1999 (the "Effective Date"), between **JDN REAL ESTATE - BRIDGEWOOD FORT WORTH, L.P.**, a Georgia limited partnership, having an office at 359 East Paces Ferry Road, Suite 450, Atlanta, Georgia 30305 ("JDN"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an office at 2455 Paces Ferry Road, NW, Atlanta, Georgia 30339 ("Home Depot").

Preliminary Statement

A. JDN is the owner in fee of certain real property located in the City of Fort Worth, Tarrant County, Texas, consisting of approximately thirteen and 501/1000 (13.501) acres more particularly described in **Exhibit "A-Part 1"** attached hereto and made a part hereof (the "JDN Parcel"). That portion of the JDN Parcel consisting of approximately seven and 281/1000 (7.281) acres and described in **Exhibit "A-Part 2"** is hereinafter referred to as the "Retail Parcel". Those portions of the JDN Parcel consisting of approximately six and 216/1000 (6.216) acres and described in **Exhibits "A-1", "A-2", "A-3", "A-4", "A-5", and "A-6"** are sometimes hereinafter referred to respectively as "Lot 1", "Lot 2", "Lot 3", "Lot 4", "Lot 5", and "Lot 6", and each a "Bridgewood Drive Outparcel", and collectively as the "Bridgewood Drive Outparcels".

B. Home Depot is the owner in fee of certain real property consisting of approximately eleven and 276/1000 (11.276) acres, located contiguous to the JDN Parcel (the "Home Depot Parcel"). The Home Depot Parcel is more particularly described in **Exhibit "B"** attached hereto and made a part hereof. Home Depot intends, but in no event is obligated, to construct on the Home Depot Parcel a prototypical "Home Depot Home Improvement Store", containing approximately 110,000 square feet of building area, together with a 21,924-square-foot garden area, truck loading docks, customer pickup and trash compactor facilities, and related parking and site facilities. The JDN Parcel, including each of the Bridgewood Drive Outparcels and the Retail Parcel, and the Home Depot Parcel are herein collectively referred to as the "Parcels" or the "Center", and each individually as a "Parcel". A site plan for the Center showing the facilities which the parties intend to construct is attached hereto as **Exhibit "C"** and is incorporated by reference herein as though fully set forth (the "Site Plan").

C. The parties agree that, for the most favorable development of the Center, it is necessary that they agree and cooperate with respect to the operation and maintenance of their respective Parcels and the common curb cuts, roadways, parking areas, driveways, aisles, walkways, sidewalks, and other common areas and facilities existing or to be erected thereon as indicated in the Site Plan (collectively, the "Common Areas"). The parties therefore intend herein to grant to each other certain reciprocal easements for vehicular parking and for pedestrian and vehicular ingress and egress over the Common Areas for access and for delivery and to grant certain rights to install and maintain utility lines and site facilities within the Common Areas, subject to the limitations set forth in this Agreement. JDN and Home Depot also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of their respective Parcels and the

Common Areas and facilities constructed and to be constructed thereon. Such easements, obligations, and restrictions shall run to the benefit of and bind the Parcels and the Owners. The terms "Home Depot" or "JDN" shall be deemed to refer to such parties and their respective heirs, successors, grantees, and assigns, and any net lessee of any Parcel or part thereof who has assumed all of the obligations of the party owning the Parcels leased (individually the "Owner", or collectively, the "Owners").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby grant, covenant, and agree as follows:

ARTICLE I - GRANT OF EASEMENTS AND SITE PLAN APPROVAL

1.1 Site Plan; Modifications to Site Plan.

1.1.1 Final Plans. Each Owner has reviewed and approved the Site Plan attached as **Exhibit "C"** to this Agreement. Except as expressly provided herein, upon no less than thirty (30) days prior written notice to all other Owners, an Owner shall have the right to modify any Common Area located on such Owner's Parcel. No Parcel Owner shall have the right to modify those portions of the Common Areas (including driveways and parking areas) on such Owner's Parcel marked on the Site Plan as "Critical Common Areas". Critical Common Areas may be relocated, modified, or eliminated only upon the prior written consent of the Retail Parcel Owner and the Home Depot Parcel Owner. In the event that any portion of the Site Plan is modified by an Owner entitled to do so, the parties hereto shall amend this Agreement to attach a substitute Exhibit "C."

1.1.2 Approval Process for Changes to Critical Common Areas. If an Owner desires to change a Critical Common Area, such Owner shall deliver its proposed modifications to the Site Plan to the Owners whose consents are required under **Section 1.1.1** above. The Owners whose consents are required shall have a period of fourteen (14) days after receipt of the proposed modifications to the Site Plan within which to accept or reject the same. If the modifications are rejected, the rejecting Owner(s) shall give the other Owner written notice of such rejection within the fourteen (14) day period. Such notice shall specify in reasonable detail the basis for such rejection. Within seven (7) days after the other Owner's receipt of the rejection notice, such other Owner shall, at its own cost and expense, cause its engineers to redraw the modifications to the Site Plan to incorporate the rejecting Owner's comments and deliver revised Site Plan modifications to the rejecting Owner for its review and approval. The Owner desiring to change any Critical Common Area shall respond to any objections raised by the other Owner within five (5) business days and shall, after agreement with the other is reached, modify the plans and specifications accordingly. The affected Owner shall follow this procedure, including the time frames, until the modifications to the Site Plans are approved by the required Owner. The Owners agree to act in good faith and exercise diligence in connection with the preparation, review, and completion of the plans. If an Owner fails to object in writing to plans for the modified Site Plan within the specified review period, such plans shall automatically be deemed approved, provided that the Owner requesting approval has given written notice to the Owner whose approval is required that the plans will automatically be deemed approved unless a written objection is sent to the requesting by telecopier by 5:00 p.m. two (2) business days after the date on which the requesting Owner gives such notice to the other Owner.

Any dispute with respect to such submitted plans and specifications shall be resolved by the submission of such dispute to an independent and qualified architect or engineer mutually agreed upon by the respective architects or engineers for the Owners, having at least ten (10) years experience in the construction of shopping centers for both owners and retailers. If the Owners are not able to agree on an independent architect or engineer within five (5) days of notice from either party of such a dispute, either Owner may request the selection of such an architect or engineer by the president of the Dallas, Texas, Chapter of the American Institute of Architects. The Owners will process any plans and specifications not directly involved in such dispute and use commercially reasonable efforts to prevent any dispute from delaying the completion of plans necessary to permit the commencement of construction and the adherence to an Owner's construction schedule or as reasonably necessary to permit an Owner to perform its obligations under any leases or other agreements.

Nothing in this Section shall be deemed to restrict the scope, nature, extent or size of the improvements which an Owner may construct on its Parcel, provided the improvements are otherwise consistent with any restrictions or limitations expressly stated in this Agreement.

1.2 Common Area Access Easements. Each Owner hereby grants and conveys, each to the other, for the benefit of the Parcels, a nonexclusive easement over and across, and the right to the use of during the term of this Agreement, the Common Areas located on the Parcel of the granting Owner as depicted on the Site Plan (or as may exist from time to time) for purposes of ingress, egress, passage, and delivery by vehicles and pedestrians.

1.3 Parking Easement. The Owner of the Retail Parcel hereby grants and conveys to the Owner of the Home Depot Parcel, for the benefit of the Home Depot Parcel, a nonexclusive easement over and across, and the right to use during the term of this Agreement, the parking areas from time to time located and maintained on the Retail Parcel for purposes of vehicular parking. The Owner of the Home Depot Parcel hereby grants and conveys to the Owner of the Retail Parcel, for the benefit of the Retail Parcel only, a nonexclusive easement over and across, and the right to use during the term of this Agreement, the parking areas from time to time located and maintained on the Home Depot Parcel for purposes of vehicular parking. Notwithstanding the foregoing easements, each Owner granting an easement hereunder shall maintain on its respective Parcel burdened by the easement the parking ratio required pursuant to Section 3.1.3 hereof. Each Owner and its respective employees, contractors, agents, representatives, tenants, or other occupants shall not park within that portion of the other Owner's preferred parking areas designated on the Site Plan as "Home Depot Preferred Parking Areas" or "Retail Parcel Preferred Parking Areas" (as the case may be, and referred to individually as a "Preferred Parking Area" or collectively, the "Preferred Parking Areas"). If and to the extent reasonably necessary, each Owner's contractors shall have the right to park in such other Owner's Preferred Parking Area during the construction of the initial improvements on such Owner's Parcel and during any repairs, reconstruction, or replacement of any said improvements. Nothing in this Section shall be deemed to preclude or restrict invitees of the Center from parking within an Owner's Preferred Parking Areas. Each Owner and its respective tenants and occupants shall advise all of their respective employees of this restriction. If employees are found wrongfully parking in a Preferred Parking Area, the Owner of the affected Preferred Parking Area shall have the right to give written notice of such violation to the other Owner and to any applicable employer, store manager, or assistant manager (which notice, for the purposes of this Section, shall be deemed given if given

orally to such employer, store manager, or assistant manager, provided that a written notice is sent to the applicable Owner in the manner described in Article IX below within two (2) business days of such oral notice). If such violation continues for a period of five (5) days after such notice, whether by the same or different employees, then the Owner of the affected Parcel shall have the right to exercise any right or remedy provided under applicable law. All tenants and occupants shall acquire its interest in a Parcel subject to the restrictions set forth in this Section.

1.4 Utility Easements. Each Owner hereby grants and conveys each to the other, for the benefit of the Parcels, a nonexclusive easement in, to, over, under, and across the Common Areas of their respective Parcel for the purposes of installing, operating, maintaining, repairing, replacing, removing, and relocating underground storm sewer lines, sanitary sewer pipes, septic systems, water and gas mains, electric power lines, telephone lines, and other underground utility lines (collectively, the "Utility Lines") to serve the facilities located on the Parcels. The location of any Utility Lines shall be subject to the approval of the granting Owner, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall be subject to and limited by the requirements of applicable law and the terms and conditions of that certain unrecorded Development Agreement of even date herewith executed by the Owners (the "Development Agreement").

The Owners or any designee served by such Utility Lines may operate, maintain, and repair and, if it does not interfere with the use of the granting Owner's Parcel, relocate to a location reasonably acceptable to the granting Owner, such Utility Lines, provided such activities are performed expeditiously, during reasonable hours, and only after five (5) business days' prior written notice (or in the event of an emergency, such lesser period of notice which is reasonable under the circumstances) to the granting Owner to be affected by such work. Such notice shall be accompanied by a certificate of insurance naming the Owners affected by the work as additional insureds. The party performing the work shall, at its cost and expense, immediately repair any damage to any improvements resulting from such work. The Owner performing the work with respect to a Utility Line shall indemnify and hold the other Owner and any tenant or other occupant of the other Owner's Parcel harmless from any claims, damages, or losses which may result from the activities in making such repairs or relocating its facilities.

1.5 Temporary Construction Easement. In connection with any construction work to be performed in the development of the Center, each Owner hereby grants the other Owner for the benefit of the Parcels temporary, nonexclusive easements for incidental encroachments upon the granting Owner's Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other party from the risks involved.

1.6 Monument and Pylon Signs.

1.6.1 Monument Signs. Each Bridgewood Drive Outparcel shall be entitled to install and maintain not more than one (1) monument sign. All monument signs shall comply with this Agreement, including the specifications provided in Article XIII below, and with applicable law.

1.6.2 Pylon Signs.

1.6.2.1 Home Depot Pylon Sign. Intentionally Omitted.

1.6.2.2 Lot 5 Pylon Sign. Intentionally Omitted

1.6.3 Maintenance of Pylon Signs. Each Owner shall maintain any pylon sign located on such Owner's Parcel in good repair and sightly condition to the standards of similar shopping centers in the market area.

1.7 Easements for Construction Elements. Each Owner hereby reserves to itself and grants to the other Owners easements and rights in their respective Parcels, as appropriate (i) for the construction and maintenance of foundations, supports, and demising walls; (ii) to allow their respective buildings to abut and connect (but not to bear structurally upon each other unless and except as otherwise provided herein); (iii) for roof projections, allowing the grantee to tie its building into the adjoining building by flashing and reglets; and (iv) for encroachments which reasonably occur in the construction of the building components set forth in subparagraphs (i) through (iii) above. No such attachment or connection shall be made, however, unless detailed plans therefor shall have been timely submitted to and approved by the Owner to whose building the attachment is to be made, which approval shall not be unreasonably withheld, hindered, or delayed. No Owner shall construct any footings which extend beyond the walls of the buildings constructed on such Owner's Parcel.

1.8 Restrictions. The easements granted by the Owners as set forth in this Article I shall be subject to the covenants and restrictions set forth in Article III.

1.9 Beneficiaries of Easements. The easements granted by the Owners as set forth in Article I are for the benefit of, but are not restricted solely to, the Owners of the Home Depot Parcel and the JDN Parcel, including the Bridgewood Drive Outparcels. Each Owner may grant the benefit of such easements to the tenants and other occupants of such Owner's Parcel for the duration of such occupancy, and to the customers, employees, agents, and business invitees thereof; but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public nor shall they affect any real property outside of the Center. Such easement areas are reserved for said use for the term of this Agreement.

ARTICLE II - MAINTENANCE AND OPERATION

2.1 Maintenance and Repair.

2.1.1 The Parcels. Each Owner shall maintain, repair, and replace all improved portions of the Common Areas 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 similar community shopping centers in the market area. The maintenance and repair obligations shall include, but not be limited to, the following:

- (i) **Drive and Parking Areas.** Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation,

replacement of base, skin patch, and resealing. For the purpose of this subsection (i), any such repairs shall be considered maintenance items

- (ii) Debris and Refuse. Periodic removal of any papers, debris, filth, refuse, including vacuuming and/or broom sweeping, to the extent necessary to keep the Common Areas in a first-class, clean, and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Areas.
- (iii) Non-Occupant Signs and Markers. Maintaining, cleaning, and replacing any appropriate directional, stop, or handicapped parking signs, restriping parking lots and drive lanes as necessary to maintain parking space designations and traffic direction, and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks.
- (iv) Lighting. Maintaining, cleaning, and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks, and circuit breakers.
- (v) Landscaping. Maintaining and replacing all landscape plantings, trees, and shrubs in an attractive and thriving condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of buildings; and modifying the irrigation system to satisfy governmental water allocation or emergency requirements.
- (vi) Utility Lines. Maintaining, cleaning, replacing, and repairing any and all Utility Lines, including without limitation any and all drainage facilities, if any.
- (vii) Obstructions. Keeping Common Areas free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Agreement.
- (viii) Sidewalks. Maintaining, cleaning, and replacing of all sidewalks, including those adjacent and contiguous to buildings located on a Parcel. Sidewalks shall be steam cleaned with the frequency normally associated with first-class retail developments of comparable size and class in the Fort Worth, Texas area, but in no event less frequently than semi-annually, and shall be swept at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area.
- (ix) Supervisory Personnel. Providing professional supervisory personnel for the Common Areas if reasonably required.
- (x) Traffic. Supervision of traffic at entrances and exits to the Center as conditions reasonably require in order to maintain an orderly and proper traffic flow.

- (xi) Security. Providing professional security services if reasonably required.

2.1.2 The Common Areas. Each Owner shall be responsible for keeping the Common Areas on its own Parcel clean and free from refuse and rubbish. Any landscaped areas shall be mowed and otherwise tended to by the Owner thereof so as to be reasonably weed-free.

2.1.3 Driveways and Parking Areas. Each Owner shall repave, restripe, and replace markings on the surface of the parking areas and driveways on 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 shall be consistent with the Site Plan, and the lighting, paving, and striping materials shall be consistent with that used in the Center.

The Owners acknowledge that the Center is encumbered by and subject to that certain Easement Agreement (West Roadway) (the "West Roadway Easement Agreement"), dated as of January 23, 1997, executed by and between Myers Financial Corporation, a Texas corporation as "Grantor", and PHG 51 Partnership, a Texas general partnership as "Grantee," which agreement was recorded at File No. 96R07528, in Book 1263, Page 1292, on February 6, 1997, in the Official Records of Tarrant County, Texas. Under the terms of the West Roadway Easement Agreement, the Grantor granted to the Grantee for the benefit of the Center an access easement over and across a portion of that certain real property located immediately adjacent to that portion of the JDN Parcel referred to as Lot 6. The Owners hereby specifically agree that: (i) the Owner of the Home Depot Parcel shall assume and perform all of the Grantee's obligations to construct the 35' wide roadway (which runs north/south along the eastern boundary of Lot 6 and the western boundary of the property adjacent to the eastern boundary of Lot 6) as required under Paragraph 3 of the West Roadway Easement Agreement, which construction shall be undertaken pursuant to and subject to the terms and conditions of the Development Agreement; (ii) the Owner of the Home Depot Parcel shall assume and perform at its sole cost and expense all obligations to maintain the easements and improvements as required under Paragraph 4 of the West Roadway Easement Agreement; and (iii) the Retail Parcel Owner shall reimburse the Home Depot Parcel Owner fifty-five percent (55%) of the actual costs (which must be reasonable and competitive) for the maintenance, operation, repair, and replacement of the West Roadway Easement as required under the West Roadway Easement Agreement (the "West Roadway Maintenance Expenses"). West Roadway Maintenance Expenses may include: all amounts paid for cleaning and sweeping, restriping, resurfacing, repairs, snow and ice removal; maintenance, repair and replacement of planted or landscaped areas, including the irrigation system and servicing of same, if any; maintenance, repair and replacement of bulbs and light standards and the electrical cost of such lighting; maintenance, repair and replacement of nondedicated utility lines; and any other normal and necessary operating expenses for shopping centers of similar quality in the State of Texas. In the event that Home Depot desires to upgrade or otherwise improve the West Roadway Easement area in excess of any standard required under the West Roadway Easement Agreement then, absent the written agreement of the Retail Parcel Owner, all costs thereof shall be borne by the Home Depot Parcel Owner. West Roadway Maintenance Expenses shall not include: any administrative charges or other fees; any cost for which the Home Depot Parcel Owner has been reimbursed from insurance or condemnation proceeds or under any contractor warranty; real estate or other taxes. The Home Depot Parcel Owner agrees to perform

its duties with respect to the West Roadway Easement with an end to keeping such expenses at a reasonable minimum consistent with the requirements of the West Roadway Easement Agreement.

The Retail Parcel Owner shall pay its pro rata share of all West Roadway Maintenance Expenses on an annual basis within thirty (30) days after receipt of request for payment from Home Depot together with copies of all detailed invoices, statements or other documents supporting the same. The Retail Parcel Owner's pro rata share of such expenses shall be equal to fifty-five percent (55%).

Upon thirty (30) days written notice, the Retail Parcel Owner shall have the right to have the Home Depot Parcel Owner's records of West Roadway Maintenance Expenses for the previous period of three (3) years or less audited by the Retail Parcel Owner's accountant at the Home Depot Parcel Owner's main offices located within the Continental United States. Should such audit disclose any overpayment by the Retail Parcel Owner, the Home Depot Parcel Owner shall remit said overpayment upon demand.

2.1.4 Utility Lines. Each Owner shall service, maintain, repair, 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 or service the Center as a whole if such services are not provided. To the extent that any Utility Line exclusively servicing any Parcel crosses another Owner's Parcel, such Utility Line shall be maintained by the party served by the Utility Line, subject to the provisions of Section 1.4. The maintenance, repairs, and 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, but the cost thereof shall be shared on an equitable basis based upon the relative square footage of the improvements located on the affected Parcels.

2.1.5 Real Estate Taxes. Each Owner shall pay or caused to be paid, 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 Parcel. Each Owner may contest, at its own cost and expense, the existence, amount, or validity of any real property tax or other special tax or assessment levied upon its Parcel by appropriate proceedings. In the event a special assessment is levied against the Center, each Owner shall pay its pro rata share of such special assessment.

2.1.6 Compliance with Applicable Law. Each Owner shall cause the Common Areas 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.

2.2 Operation and Lighting.

2.2.1 Normal Lighting Hours. Each Owner shall keep the roadways and parking areas of its respective Parcel open to the customers of the Center seven (7) days a week at all times and lighted after dusk until 11:00 p.m. on Monday through Saturday and from dusk until 7:00 p.m.

on Sunday ("Normal Lighting Hours"). Any Owner, tenant, or occupant of a Parcel may require the lights on any other Parcel to be kept lighted after Normal Lighting Hours if such Owner, tenant, 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 tenant or occupant which remains open during such additional hours.

2.2.2 Lighting Facilities and Fixtures. Any facilities and fixtures to be used in the lighting of the roadways or parking areas of the Home Depot Parcel and the Retail Parcel shall be constructed in accordance with specifications provided for in the Development Agreement or as mutually agreed upon by the Owners in their reasonable discretion. The Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed on the respective Parcels. The meters and lighting control switches for the exterior parking and roadway lighting for the Home Depot Parcel and the Retail Parcel shall be located in an exterior, accessible location on each such Parcel, and each Owner and any occupant occupying more than thirty thousand (30,000) square feet of Building Floor Area (as hereinafter defined) shall be provided with keys to such controls.

2.3 Performance of Work. In the event an Owner performs work on any other Parcel pursuant to the terms of this Agreement, the following shall apply:

2.3.1 Minimal Interference. The work shall be performed in such a manner as not to interfere unreasonably with the use or operation of the Parcel upon which the work is being performed, including, without limitation, any interruption to any utility service to any improvements constructed on such Parcel.

2.3.2 Restoration. Upon the completion of any work, the Parcel upon which the work was performed shall be restored to the condition which existed prior to the work, except to the extent that such Parcel has been maintained or improved as a result of the work.

2.3.3 Permits. All necessary licenses and permits required for the work shall be obtained prior to the commencement thereof, and all work shall be done and all improvements constructed in a good and workmanlike manner. All of the work shall be completed free and clear of all liens of contractors, subcontractors, laborers, and materialmen and all other liens. In the event any such lien or claim of lien is levied, the Owner of the Parcel for whom the work was performed shall, within ten (10) days following receipt of written notice from the party against whose Parcel such lien or claim of lien was levied, bond or discharge such lien or claim of lien.

2.3.4 Compliance with Applicable Law. All work shall be performed and all improvements constructed in accordance with all laws, ordinances, codes, rules, and regulations of all governmental authorities having jurisdiction over such work or the affected Parcel.

2.4 Building Construction, Alteration and Maintenance.

2.4.1 Right to Construct. Each Owner shall have the right to construct a building(s) and other improvements on its Parcel within the "Permissible Building Areas" shown on the Site Plan and subject to the provisions of this Agreement. Notwithstanding the foregoing restriction, upon no

less than thirty (30) days prior written notice to the Home Depot Parcel Owner, the Owner of the JDN Parcel shall have the right to modify the Site Plan to reconfigure any Permissible Building Area (which may only be increased or shifted but not eliminated, including curb cuts) for one or more of the Bridgewood Drive Outparcels, provided that such modifications do not: (i) increase the total Permissible Building Areas as shown on the Site Plan; (ii) materially or negatively affect access to public rights-of-way, visibility of proposed signage, minimum parking requirements, access or the use and enjoyment of Common Areas; or (iii) materially or negatively affect any other matter related to the construction, operation, or development of the Center. All proposed modifications to Permissible Building Areas reflected on the Site Plan as it pertains to the Bridgewood Drive Outparcels shall accompany the notice of the proposed changes given to the Home Depot Parcel Owner.

With respect to any building to be constructed on the Retail Parcel which will adjoin any improvements located on the Home Depot Parcel, the Owner shall submit all plans and specifications for the construction of such building to the Owner of the Home Depot Parcel no later than thirty-five (35) days prior to the commencement of construction. The Home Depot Parcel Owner shall have the right to object to any aspect of such plans and specifications on the grounds that construction imposes an unreasonable risk to the safety or structural integrity of the improvements or negatively affects any fire rating on the improvements located on the Home Depot Parcel. The parties shall follow the procedures set forth in Section 1.1.2 until any dispute is resolved. If the Owner of the Home Depot Parcel fails to object in writing within thirty (30) days of receipt of such plans, such Owner shall be deemed to have approved such plans if the notice requesting such consent or approval expressly states in bold face type, in all capital letters, in a conspicuous place, that failure to respond within such thirty (30) day period will be deemed to constitute consent or approval.

2.4.2 Alterations. Once a building has been constructed on the Retail Parcel which adjoins any improvements on the Home Depot Parcel, any subsequent exterior alteration, modification, or change thereto (individually or collectively, "Alteration") which may have a material negative effect on the safety of the improvements on the Home Depot Parcel or the integrity of their construction, or on the fire rating shall be subject to approval by the Home Depot Parcel Owner, which approval shall not unreasonably be withheld, hindered, or delayed. When requesting approval of such proposed Alterations, the Retail Parcel Owner shall forward to the Home Depot Parcel Owner reasonably detailed plans and specifications, prepared by an architect or engineer licensed in the state, showing such proposed Alteration. The parties shall follow the procedures set forth in Section 1.1.2 until the plans for any Alteration have been approved.

2.4.3 Height Restriction. Except as shown on the Site Plan, no building on any Bridgewood Drive Outparcel shall exceed one (1) story or twenty-four (24) feet in height plus an additional four (4) feet solely for architectural features, and no building on the Retail Parcel shall exceed one (1) story or twenty-eight (28) feet in height plus an additional six (6) feet solely for architectural features. For the purposes of this Section, height shall be measured from finished grade of floor to the highest point of the building, including chimneys, decorative towers, or any peaks (including any architectural features) incidental to the design of the building but not including mechanical equipment or communications equipment as long as same are set back from the front of the building or otherwise substantially shielded so as to reduce the visibility thereof by customers in the front of the building.

2.4.4 Permissible Building Areas. Except as provided in Section 2.4.1 above, all buildings and structures on a Parcel shall be constructed only in the Permissible Building Areas shown on the Site Plan. No buildings or structures, whether temporary or permanent (including, without limitation, kiosks), shall be constructed in or on the Common Areas, except for the pylon signs, monument signs, directional signs, bumper guards or curbs, landscape planters, and lighting standards, and any other landscaping or other improvements as may be required by the applicable governing authority(ies) and law and as reasonably necessary for the development of the Center.

2.4.5 Construction Activities. Each Owner performing any construction work on its Parcel shall: (a) take all reasonable measures to minimize any disruption or inconvenience caused by such work; (b) repair at its own cost and expense any and all damage to the Common Areas caused by such work; (c) restore the affected portion of any affected Parcel to a condition which is equal to or better than the condition which existed prior to the beginning of such work; and (d) defend, protect, indemnify, and hold harmless each other Owner (and their respective directors, officers, agents, representatives, employees, and occupants) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses, and liabilities (including reasonable attorneys' fees and costs of suit) arising from or as a result of the performance of such work. After initial construction on a Parcel (except in cases of emergency or when the prior consents of all Owners have been obtained), all exterior construction work (including, without limitation, Alterations) which may have a material negative effect on another Parcel or on the Common Areas shall be undertaken only after giving all Owners ten (10) days' prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

2.4.6 Construction Black-Out. Except as expressly provided below, construction on the exterior of any building (including, without limitation, exterior Alterations) immediately adjacent to any building on the Home Depot Parcel shall be prohibited from November 1 each year to the immediately following January 15. The following construction may be permitted during the foregoing "construction black-out" periods: (i) an event of emergency; (ii) any initial construction to be performed on buildings adjacent to the Home Depot Parcel; and (iii) any work necessary to complete any tenant "finish" work required under the terms of a lease for any portion of the JDN Parcel.

2.4.7 Building Maintenance. Each Owner shall maintain (or use commercially reasonable efforts to cause to be maintained by tenants, to the extent required under individual tenant leases), in good order and repair, consistent in manner and appearance with a first-class shopping center in the local market area, all buildings (including, but not limited to, all loading docks, truck facilities, compactor areas, and permitted building signs) located on its Parcel, as well as its identification panels, if any, on the pylon signs.

2.4.8 Unimproved Permissible Building Areas. Until such time as buildings or improvements are constructed on any Permissible Building Area, each Owner shall take or cause to be taken such measures as may be necessary to control weeds, blowing dirt and sand, and similar matters, with respect to the undeveloped Permissible Building Area located on its Parcel.

2.4.9 Parking. Except as provided in Section 3.3 below, each Owner shall at all times maintain a sufficient number of parking spaces to comply with applicable codes without variance and without reliance upon parking spaces located outside of the Center or on another Owner's Parcel. Also, each Bridgewood Drive Outparcel shall at all times maintain a sufficient number of parking spaces to comply with applicable codes without variance and without reliance upon parking spaces located on the Retail Parcel or any other of the Bridgewood Drive Outparcels.

2.4.10 Mechanic's Liens. If because of any act or omission (or alleged act or omission) of an Owner or any tenant or occupant of such Owner's Parcel or their respective employees, agents, contractors, or subcontractors ("Non-Paying Owner"), any mechanic's or other lien, charge or order for the payment of money, or other encumbrance shall be filed against the Parcel of another Owner ("Affected Parcel"), then the Non-Paying Owner shall, at its own cost and expense, cause the same to be discharged of record or insured over to the reasonable satisfaction of the Owner of the Affected Parcel within thirty (30) days after written notice thereof by the Owner of the Affected Parcel, unless the Non-Paying Owner has obtained bonds securing the Non-Paying Owner's obligation to satisfy such liens from a bonding company reasonably satisfactory to the Owner of the Affected Parcel. In any event, the Non-Paying Owner shall defend, protect, indemnify, and hold harmless the Owner of the Affected Parcel from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses, and liabilities (including reasonable attorneys' fees and costs of suit) arising from or as a result of such mechanic's lien or other lien, charge, or order for the payment of money or other encumbrance as provided above. If the Non-Paying Owner fails to comply with the foregoing provisions, then the Owner of the Affected Parcel shall have the option of discharging or bonding any such lien, charge, order, or encumbrance, and the Non-Paying Owner agrees to reimburse the Owner of the Affected Parcel for all costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and other sums of money expended in connection therewith, together with interest on the amounts expended from the date of the expenditure until the date of payment at an annual rate of interest ("Interest Rate") equal to the prime rate published in *The Wall Street Journal* (or other comparable publication if *The Wall Street Journal* no longer publishes such rate of interest) plus two percent (2%) (but in no event to exceed the maximum interest rate permitted under applicable law).

ARTICLE III - COVENANTS AND RESTRICTIONS

The Center shall be subject to the following restrictions, which shall be binding on each Owner and each of its tenants, occupants, employees, agents, or invitees:

3.1 No Obstruction of Traffic. 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 and except for temporary obstructions at such times as reasonably necessary to perform maintenance, repairs, or construction-related activities on an Owner's Parcel.

3.2 Limitation on Permissible Building Areas. No building or other structure of any kind shall be permitted in any portions of the Center except in the Permissible Building Areas designated on the Site Plan.

3.3 Parking Ratios. Except as set forth herein, each Parcel shall maintain, without reliance on any other Parcel and without a municipal variance, a parking ratio equal to the greater of: (i) the ratio required by applicable law, or (ii) five (5) parking spaces for every one thousand (1,000) square feet of floor space on the Retail Parcel and the Home Depot Parcel and six (6) spaces per every one thousand (1,000) square feet of floor space on a Bridgewood Drive Outparcel. The term "floor space" for the purposes of this subsection shall not include outdoor sales areas which are not heated or air conditioned, mezzanines used only for stock, storage and related offices and non-sales uses located therein, or loading docks/areas and ramps.

3.4 Minimal Interference. Any construction shall be conducted in a manner which will limit to the maximum extent practicable any interference with the operation of the balance of the Center.

3.5 Noxious Uses. No portion of the Center shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

3.6 Non-Retail Uses. No portion of the Center may be leased, used, or occupied for any non-retail use other than retail service uses customary to first-class shopping centers, such as banks and travel agencies; nor as a health spa or exercise facility; theater; movie theater; auditorium; bowling alley; billiard parlor; funeral parlor; flea market; pawn shop; junkyard; business selling "second-hand" goods; industrial manufacturing; automobile or boat dealership; vehicle repair shop; dry cleaning establishment; discotheque; dance hall; night club; skating rink; bar (other than incidental to a business operated primarily as a restaurant), restaurant/bar, or social encounter restaurant whose gross sales of alcoholic beverages exceeds forty percent (40%) of its total gross sales; adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; so-called "head shop"; unsupervised amusement arcade or game room; body and fender shop; car wash; off-track betting parlor; or restaurant or fast food operation incorporating coin-operating amusements or showing movies to its customers thereof other than as an incidental or immaterial part of its business. Notwithstanding the foregoing, the rental and maintenance of vehicles and equipment by Home Depot, so as to permit its customers to haul off the Home Depot Parcel goods and products purchased, shall not be deemed to violate any restriction set forth above. Also notwithstanding the foregoing, (i) the Retail Parcel Owner may cause to be constructed and operated not more than one free-standing automatic teller machine location within the Common Areas of the Retail Parcel; and (ii) the JDN Parcel Owner may cause to be constructed and operated not more than (y) one tire and battery store, and (z) one vehicle quick lubrication center (e.g., "Jiffy Lube") on the Bridgewood Drive Outparcels.

3.7 General Limitations. No portion of the Center outside of the Home Depot Parcel may be used for general offices in excess of 4,800 square feet. No portion of the Retail Parcel may be used for a restaurant in excess of 4,000 square feet. No restaurant shall be permitted to operate on the JDN Parcel within three hundred (300) feet of the main entrance of the building to be erected on the Home Depot Parcel.

3.8 Promotional Events/Transient Merchants. There shall be no promotion, entertainment, or amusement activities in the Common Areas such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fire works, sales by transient merchants utilizing vehicles, or booths and other promotions of any nature. There shall be no activities which would interfere with the use of the Common Areas and related facilities for their intended purposes. Notwithstanding the foregoing, the Home Depot Parcel Owner may utilize the portions of the Common Areas designated on the Site Plan for purposes of Christmas tree sales and other seasonal sales. The incidental sale of food on the Home Depot Parcel through food booths, carts, or other nonpermanent structures, located in such a manner as not to occupy any parking areas or obstruct access on driveways and sidewalks, shall not be deemed to violate this Section.

3.9 Home Depot Exclusive Use. Except as expressly provided in this subsection, no portion of the JDN Parcel shall be used for any of the following uses (collectively, "HD Exclusive Uses"): the sale, display, lease, or distribution of items or materials related to soft flooring, hard flooring, kitchens, lighting, bathrooms, window treatments, wallpaper, patio furniture, patio accessories, picture framing, the rental of home improvement equipment and tools, the sale of Christmas trees (except for indoor sales of artificial trees), a garden center; or a home improvement center or for the sale of lumber, hardware items typically found in a home improvement store, plumbing supplies, electrical supplies, paint, carpeting, cabinets, siding, ceiling fans, gardening supplies, nursery products, patio furniture and pool supplies and other related items customarily carried by a home improvement center. This restriction shall terminate in the event that, after the initial opening of a home improvement store, the Home Depot Parcel Owner fails to continue to operate a home improvement store on such Parcel for a period of three hundred and sixty (360) days out of any consecutive three hundred and sixty-five (365) day period, exclusive of any temporary cessation of business resulting from any casualty, restoration or other matters beyond the reasonable control of the Home Depot Parcel Owner. Notwithstanding the foregoing provisions in this subsection, the use of less than two thousand (2,000) square feet of building area located on the JDN Parcel in its entirety for the sale of any products or the rendition of any services otherwise prohibited by this subsection shall not be deemed to be a violation of this subsection.

In the event that a portion of the JDN Parcel is leased or sold for the purposes of operating a "Hobby Lobby", "Michael's" or "AC Moore" retail store engaged in the sale of hobby items, craft items, and picture frames, such use shall not be deemed to violate the provisions of this Section.

3.10 Hazardous Substances. No Owner shall use, discharge, dump, spill or store (or knowingly permit any tenant or occupant of its Parcel to use, discharge, dump, spill or store) any "Hazardous Substances" (as defined below) in the Center, except for Hazardous Substances that are used or stored by such Owner (or its tenant or occupant) or in connection with the customary operation of its retail store at the Center or the customary maintenance of the Common Areas, provided that: (i) such Hazardous Substances are used and stored in accordance with applicable law and in *de minimis* amounts (or in customary inventory quantities, but in no event more than that permitted under applicable law), and (ii) such Owner, tenant, or occupant cleans up, removes and otherwise remediates any discharging, dumping or spilling of such Hazardous Substances according to the requirements of applicable law. Each Owner covenants and agrees to defend, protect, indemnify and hold harmless each other and their respective directors, officers, agents, representatives, and employees from and against all claims, including any action or proceeding

brought thereon, and all costs, losses, expenses and liabilities (including, without limitation, reasonable attorneys' fees and cost of suit; all third-party claims and sums paid in settlement thereof, with or without legal proceedings; compensatory and punitive damages; lost profits; clean-up costs; penalties and fines) asserted or incurred in connection with or arising as a result of the violation of this Section (including, without limitation, any personal injury or property damage) and the enforcement of this indemnity. The term "Hazardous Substances" shall mean asbestos, soil or groundwater contamination, radioactivity, methane, radon, volatile hydrocarbons, underground storage tanks and any other hazardous or toxic substances, materials or conditions as same may be defined and/or regulated by any federal, state or local governmental body having applicable jurisdiction.

ARTICLE IV - LIABILITY AND INDEMNIFICATION

4.1 Liability; Indemnification. Each Owner shall indemnify, defend, save and hold every other Owner, tenant, and occupant of the Center harmless (except for loss or damage resulting from the tortious acts of such other parties) from and against any damages, liabilities, actions, claims, and expenses (including attorneys' fees in a reasonable amount) in connection with the loss of life, bodily injury, personal injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel, or occasioned wholly or in part by any act or omission of said Owner, its tenants, agents, contractors, employees, or licensees.

4.2 Liability Insurance. Each Owner shall maintain or cause to be maintained commercial general liability insurance (including without limitation contractual liability insurance covering the indemnity in Section 4.1 above) insuring against claims on account of loss of life, bodily injury, personal injury, or property damage that arises upon, in or about such Owner's Parcel or the Common Areas in the Center, or that arises as a result of the acts or omissions of such Owner or its tenants, agents, contractors, employees, licensees, customers or invitees, or occupants of its Parcel, except as herein provided. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State in which the Center is located and which has a financial rating of VIII or better and a policyholder's rating of A- or better in the latest edition of *Best's Key Rating Guide Property-Casualty United States*. Further, such insurance shall have limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence. Each insurance policy shall name the other Owner as an additional insured. Notwithstanding the foregoing, any Owner or party responsible to maintain such insurance who has a net worth of at least One Hundred Million Dollars (\$100,000,000.00) may "self insure", or provide for a deductible from said coverage related to the Parcel, to the extent of one percent (1%) of the net worth of said Owner or party in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each Owner shall, upon written request from the other Owner, furnish to the party making such request 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 herein above provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties 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 any other Owner, its directors, officers, employees, agents,

tenants and occupants for any damage or consequential loss covered by said policies, against which the non-waiving Owner is covered by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the non-waiving Owner or its directors, officers, employees, agents, tenants or occupants, **INCLUDING MATTERS ARISING FROM THE NEGLIGENCE OF SUCH NONWAIVING PARTY.**

4.3 Workers' Compensation Insurance. To the extent required by law, each Owner shall maintain (or cause to be maintained) workers' compensation insurance covering its employees or occupants' employees, as applicable, in statutory limits, or maintain such alternate coverages or arrangements as legally permissible.

ARTICLE V - CASUALTY AND EMINENT DOMAIN

5.1 Casualty.

5.1.1 Obligations on Casualty. If any building located on any Parcel is damaged or destroyed by fire or other cause, the Owner of such building shall as soon as practical but in no event later than ninety (90) days thereafter cause either: (i) the repair, restorations, or rebuilding of the building so damaged or destroyed, or (ii) the razing of any damaged building, the removal of debris, the filling of any excavation, and performance of any other work necessary to put such portion of the Center in a clean, sightly, and safe condition (including the leveling of any ground and the planting of grass), all driveways and parking areas shall remain unobstructed.

5.1.2 Common Area Casualty. In the event any Common Area improvements are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly cause the repair, restoration, or rebuilding of the Common Area improvements to the extent necessary to restore the area marked "Critical Common Areas" on the Site Plan to its previously improved condition and restore such other Common Areas and other Parcel areas to the extent necessary to avoid interference with the remaining Common Areas of the Center and to adhere to any required parking ratios required by law and as set forth herein.

5.2 Casualty Insurance. In order to assure performance of their respective obligations under Section 5.1, the Owners of the respective Parcels shall cause to be carried "all risk" property insurance on all buildings and improvements on their respective Parcels in the amount of the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies, except if the Owner of said Parcel, or party responsible for any required restorations, is permitted to "self insure" pursuant to Section 4.2. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 4.2.

5.3 Eminent Domain. In the event the whole or any part of the Center is taken by right of eminent domain or any similar authority of law, or conveyed in lieu thereof (a "Taking"), the allocable portions of the award for the value of the land and improvements so taken shall belong to the Owner of the property taken (or to such Owner's mortgagees or tenants, as their interests may appear). No other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Parcel which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land

being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements taken if such claim shall not operate to reduce the award allocable to the Parcel taken. In the event of a partial Taking, the Owner of the portion of the Center so taken shall restore the improvements located on the Common Areas of the Owner's Parcel as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

ARTICLE VI - REMEDIES

6.1 Self-Help: Lien Rights Disputes.

6.1.1 Self-Help. If any Owner defaults in the performance of an obligation required of such Owner (a "Defaulting Owner"), which default adversely affects the Owner of another Parcel or any occupant thereof (an "Affected Party") in any material respect, such Affected Party, in addition to all other remedies it may have at law or in equity, after ten (10) days' prior written notice to the Defaulting Owner and the holder of the First Mortgage or an SL Lessor as herein defined (or in the event of an emergency after such notice as is practical under the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall promptly reimburse the Affected Party the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) the Interest Rate or (ii) the highest rate permitted by applicable law.

6.1.2 Lien. Notwithstanding any other right, remedy, or relief provided in this Agreement or under applicable law, each Owner hereby grants and conveys to the other Owner as security for such Owner's obligation to repay in a timely manner any amounts due under this Agreement incurred to cure any default by such Owner (also a "Defaulting Owner") for failure to perform any obligation hereunder, a lien against such Defaulting Owner's Parcel (the "Lien"). The Lien shall be enforceable as a mechanics' lien and materialmen's liens in the manner set forth in Texas Property Code, Section 53.001 et seq. (the "Texas Mechanics' Lien Laws"). In that regard, each Owner hereby irrevocably stipulates and agrees as follows: (i) the Owner claiming the Lien shall be deemed an original contractor who, by reason of this Agreement, shall be deemed to have: (a) contracted directly with the Defaulting Owner for the actions taken; (b) provided to the Defaulting Owner labor and/or materials for the construction and improvement of the Defaulting Owner's Parcel that were otherwise to be performed and provided by the Defaulting Owner; (c) provided such labor and materials for the benefit and improvement of the Defaulting Owner's Parcel, whether directly or indirectly to such Parcel; (ii) such labor and materials provided in fact benefitted and improved the Defaulting Owner's Parcel; (iii) the Defaulting Owner has waived any notice except as required under this Agreement and any lien affidavit required under the Texas Mechanics' Lien Law; and (iv) the Defaulting Owner has, for good and valuable consideration, receipt of which is hereby acknowledged, waived any right or claim that the other Owner has no right to assert a mechanics' lien claim against the Defaulting Owner's Parcel other than the other Owner failed to comply with any procedural requirement set forth under the Texas Mechanics' Lien Laws. In the event that the other Owner commences to perform any act required of a Defaulting Owner hereunder, such other Owner shall be entitled to file a lien affidavit in the manner prescribed in the Texas Mechanics' Lien Laws and to

thereafter take such action necessary or desirable to perfect the Lien under the Texas Mechanics' Lien Laws.

The Lien provided for herein above shall be subordinate to any first priority mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and to the interest of any party who has purchased the Parcel and leased it back to the preceding Owner (an "SL Lessor"), or its subsidiary or affiliate, on a net lease basis with the lessee assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction (an "SL Lease"); and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage or assignee of such SL Lease shall take title subject only to this Agreement and liens thereafter accruing pursuant to this Section 6.1.

6.2 Injunctive and Other Remedies. In the event of a breach by any Defaulting Owner of any obligation of this Agreement, the other Owners shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Each Owner hereby acknowledges the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owner(s). Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by a Defaulting Owner and shall constitute a lien against the land, and improvements thereon or the interests therein, until paid.

6.3 Nonwaiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.

6.4 Nonterminable Agreement. No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Center, and any improvements thereon.

6.5 Force Majeure. In the event any Owner or any other party is delayed, hindered in, or prevented from the performance of any act required to be performed by such party by reason 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 the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of 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 party.

ARTICLE VII - TERM

This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the fullest extent permitted by applicable law, or such lesser period if and to the extent a lesser period is required by applicable law, in which case the term hereof shall be renewed automatically for successive ten (10) year periods unless all Owners and any parties owning at that time any security interest in any of the Parcels execute and record in the Tarrant County, Texas, real estate records a statement terminating such restrictive covenants within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

ARTICLE VIII - EFFECT OF INSTRUMENT

8.1 Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the Center shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein. 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 Agreement, including Section 6.1 hereof. Each Owner represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement which are set forth on Exhibit "E" attached hereto and made a part hereof.

8.2 Covenants Running with the Land. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by an Owner is made by such Owner not only personally for the benefit of the other Owner(s) but also as Owner of a portion of the Center, and shall constitute covenants running with the land and equitable servitude on the portion of the Center owned by such party appurtenant to and for the benefit of the other portions of the Center. Any transferee of any part of the Center shall automatically be deemed, by acceptance of the title to any portion of the Center, to have received and be entitled to all of the benefits, easements, rights, and privileges and to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then Owner or Owners of all other portions of the Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Center so conveyed that remain unsatisfied.

8.3 Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

8.4 Responsibility. Notwithstanding anything to the contrary contained in this Agreement, each Owner shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the JDN Parcel and the Home Depot Parcel, as the case may be.

ARTICLE IX - NOTICES

Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (i) registered or certified mail, return receipt requested, or (ii) personal hand delivery, or (iii) overnight courier service, to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice:

If to JDN:	JDN Real Estate - Bridgewood Fort Worth, L.P. 359 E. Paces Ferry Road, Suite 450 Atlanta, Georgia 30305 Attn: Property Management
If to Home Depot:	Home Depot U.S.A., Inc. 3800 West Chapman Avenue Orange, California 92868 Attention: Senior Corporate Counsel - Real Estate
With a copy to:	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, NW Atlanta, Georgia 30339-4024 Attention: Vice President - Real Estate Law Group

ARTICLE X - MISCELLANEOUS

10.1 Shopping Center Name. The name of the Center shall be "Bridgewood Center", unless otherwise agreed to by the Owners.

10.2 Consent and Approvals. Whenever any proposed action by any Owner(s) of a Parcel requires the consent or approval of the Owner(s), then the Owner requesting such consent or approval shall submit to the Owner(s) a written notice delivered in accordance with Article IX above describing the action for which such Owner seeks consent or approval, together with full, complete, and legible copies of all such documents, instruments, or plans reasonably necessary for the Owner(s) to review in connection with such request. Unless otherwise provided in this Agreement, the other Owner(s) shall have ten (10) business days from the effective date of each such notice in which to respond to the request of such Owner for consent or approval. Unless otherwise provided in this Agreement, if the other Owner(s) do not respond to such request within the ten (10) business day period, such Owner(s) shall be deemed to have consented to and approved the action for which

consent or approval was requested if the notice requesting such consent or approval expressly states in bold face type, in all capital letters, in a conspicuous place, that failure to respond within such ten (10) business day period will be deemed to constitute consent or approval. Unless otherwise expressly provided in this Agreement, whenever a consent or approval is required, such consent or approval shall not unreasonably be withheld, hindered, conditioned, or delayed. Each party shall bear its own costs and expense (including attorneys' fees) in connection with any requests for approval or consent. If and to the extent any other provision of this Agreement provides for a different method, standard, or time frames with respect to obtaining the consent of an Owner, such other provision shall control, it being the intent of the Owners that this provision govern all situations for which no express procedure has otherwise been provided.

10.3 Subdivision of the Retail Parcel on Owner's Consent Requirements. If the Owner of the Retail Parcel or the Home Depot Parcel subdivides its Parcel, until such time as the resulting Owners of a subdivided Parcel have, by a written notice delivered to all of the Owners of the Home Depot Parcel or the Retail Parcel (as the case may be), designated a single Owner to grant or deny any approval or consent on their behalf, the Owner of the largest of such resulting lots or parcels, as the case may be, shall have the sole right to grant or deny the requested approval or consent on behalf of all the Owners within such subdivided Parcel. If a subdivision results in equal size Parcels, then the Owner of the original Parcel so divided shall have the sole right to grant or deny the requested approval or consent on behalf of all Owners within such subdivided Parcel.

10.4 Transfers of JDN Parcel Owner's Interest. If, at any time during the term of this Agreement, the JDN Parcel Owner desires to transfer all or any portion of its interest in the JDN Parcel or any part thereof, including a lease or sale of its ownership interest in any of the Bridgewood Drive Outparcels, such Owner shall give notice of such intent to transfer to the Home Depot Parcel Owner ("Transfer Notice"). Such Transfer Notice shall state the following: (i) the name and address of the proposed transferee; and (ii) a description of the nature of the interest transferred and the portion of the JDN Parcel being transferred.

10.5 Severability. If any provision of this Agreement, 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 Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

10.7 Headings. The Article and Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

10.8 Relationship of Parties. Nothing in this Agreement shall be construed to make the parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.10 Modifications, Amendments, and Termination. Except as provided in and subject to Sections 10.2 and 10.3 above and Article XIII below, this Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by: (i) the Owner of the Home Depot Parcel; and (ii) the Owner of the Retail Parcel; and (iii) only if and to the extent that any requested modification or change negatively affects the Owners of the Bridgewood Drive Outparcels or imposes additional obligations on such Owners, then the Owners of the Bridgewood Drive Outparcels affected by such proposed modification or change.

10.11 Authority. Each Owner represents to the others that by its signature below, to each such Owner's respective knowledge and belief, no other consents or approvals are necessary or required to be obtained as to any of their respective obligations under this Agreement.

10.12 Estoppel Certificate. At any time, and from time to time (but no more often than once every calendar quarter), within thirty (30) days after notice or request by an Owner, the other Owner(s), at no cost to the requesting Owner and, if applicable, such requesting Owner's lender and/or a prospective lender or purchaser (and such purchaser's lender) with respect to the requesting Owner's Parcel, shall execute and deliver to such requesting Owner a statement certifying: (a) that this Agreement is unmodified and is in full force and effect (or if there have been modifications, certifying that this Agreement is in full force and effect as modified in the manner specified in such statement); (b) that there exists no default under this Agreement except as otherwise specified in such statement; and (c) to such other matters relating to this Agreement as may reasonably be requested by the requesting Owner.

10.13 Counterparts and Separate Signature Page. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed shall constitute a single instrument.

ARTICLE XI - ANNEXATION TO JDN PARCEL

Upon no less than thirty (30) days prior written notice to the Home Depot Parcel Owner, the JDN Parcel Owner shall have the right to annex to the JDN Parcel that certain real property designated on the Site Plan as the "Annexation Parcel". To effect such annexation, the JDN Parcel Owner shall execute an amendment to this Agreement, which amendment shall set forth: (i) the identity of the fee ownership of the Annexation Parcel; (ii) a metes and bounds description of the Annexation Parcel; (iii) language confirming that the Annexation Parcel shall be deemed part of the Retail Parcel for all purposes under this Agreement unless otherwise agreed to by the Home Depot Parcel Owner; and (iv) the agreement of the fee owner of the Annexation Parcel to be bound by and abide by the terms and conditions of this Agreement and that this Agreement shall encumber the Annexation Property in all respects as if originally part of the JDN Parcel. Such amendment shall be signed by all the Owners and shall be sent to the Home Depot Parcel Owner along with the notice of the annexation. The Home Depot Parcel Owner shall execute and promptly return the amendment (provided that it conforms to the requirements set forth above and in no other way amends or

modifies this Agreement). The annexation shall be deemed effective upon the recording of the amendment in the real property records of Tarrant County, Texas.

ARTICLE XII - RECAPTURE OPTION

Notwithstanding anything contained herein to the contrary, if Home Depot fails to commence construction of a prototypical "Home Depot Home Improvement Store" on the Home Depot Parcel within one (1) year following the Effective Date, the Owner of the Retail Parcel shall have the option (the "Purchase Option") for a six (6) month period after expiration of the one (1) year period within which to repurchase the Home Depot Parcel for a purchase price equal to the purchase price paid by Home Depot to JDN for the Home Depot Parcel pursuant to that certain Real Property Purchase Agreement (the "Purchase Agreement") dated June 1, 1999, as amended, between JDN, as seller, and Home Depot, as purchaser. Home Depot shall be deemed to have commenced construction if Home Depot has commenced to pour the concrete slab for its improvements. The one (1) year period may be extended for an additional period not to exceed three (3) months if such failure to commence construction is beyond Home Depot's reasonable control. JDN shall give notice to Home Depot within the six (6) month period requiring Home Depot to convey the Home Depot Parcel to JDN. Notwithstanding anything in this Section to the contrary, JDN's right and option to repurchase the Home Depot Parcel shall terminate automatically eighteen (18) months from the "Closing Date" under the Purchase Agreement if it has not been properly exercised prior thereto. Any closing under this Section shall take place at the office of "Title Agent" under the Purchase Agreement no later than ninety (90) days after the date of the exercise of such option. Home Depot shall reconvey the Home Depot Parcel to JDN by special warranty deed free of all liens and other encumbrances except those existing on the date of Closing of the sale to Home Depot or to which JDN has theretofore approved in writing. Title insurance shall be at JDN's option and cost. Home Depot shall pay all other reasonable and customary closing costs.

ARTICLE XIII - RESTRICTIONS SOLELY ON BRIDGEWOOD DRIVE OUTPARCELS

The following restrictions shall apply solely to the Bridgewood Drive Outparcels:

- (a) Any rooftop equipment installed on a building on any of the Bridgewood Drive Outparcels shall be screened such that the rooftop equipment shall not be visible from the store building on the remainder of the JDN Parcel or the Home Depot Parcel.
- (b) Any dumpsters or ground level heating and air conditioning equipment on any Outparcel shall be screened so as to not be visible from the store building on the JDN Parcel and the Home Depot Parcel.
- (c) Unless otherwise notified by the Retail Parcel Owner, and upon the commencement of construction of any "Improvements" (as defined below), the Bridgewood Drive Outparcel Owners shall each pay to the Retail Parcel Owner an annual fee of \$.10 per square foot of building area contained within the Improvements from time to time on such Bridgewood Drive Outparcels as measured in "Constant Dollars" (as defined

below). Such amounts shall be paid on an annual basis within thirty (30) days after the close of each calendar year.

Constant Dollars means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the date of this Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar 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 the Effective Date of this Agreement occurs; 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 United States Department of Commerce (base year 1982-84=100), or any successor index hereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Retail Parcel Owner shall substitute for the Index comparable statistics as computed by an agency of the United States government, or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Improvements for the purposes of this Article XIII shall mean and refer to any permanent building or structure hereinafter erected on all or any portion of a Bridgewood Drive Outparcel.

- (d) Without the prior written approval of the Retail Parcel Owner and the Home Depot Parcel Owner (the latter of whom may object only on the ground that such pylon will negatively and materially interfere with the visibility of the improvements located on the Home Depot Parcel): (i) no pylon sign may be located on a Bridgewood Drive Outparcel and (ii) only one (1) monument sign may be located on each Bridgewood Drive Outparcel which may contain not more than one (1) sign panel or tenant panel and may be no more than six (6) feet in height and sixty (60) square feet per side.

All Improvements (including signage) located on each Bridgewood Drive Outparcel shall be subject to approval by the Retail Parcel Owner as to exterior architectural plans and civil engineering drawings. This shall apply to initial construction and subsequent renovation of improvements. All such plans and drawings shall be submitted to the Retail Parcel Owner prior to commencement of such construction and renovations, the consent of the Retail Parcel Owner not to be unreasonably withheld.

- (e) Without the consent of the Retail Parcel Owner, no more than one (1) building shall be constructed on each Bridgewood Drive Outparcel and no more than one (1) business shall be operated in such building on each Bridgewood Drive Outparcel.

- (f) JDN, as the present Owner of all of the Bridgewood Drive Outparcels, does hereby declare, establish, and create the Joint Driveway Easements in the locations shown on the Site Plan to burden and benefit the Bridgewood Drive Outparcels upon which the Joint Driveway Easements are located as shown on the Site Plan.

Joint Driveway Easement shall mean a perpetual nonexclusive easement for vehicular ingress and egress to the affected Bridgewood Drive Outparcels shown on the Site Plan. The Joint Driveway Easement also shall include the right, which may be exercised by either of the Owners of either Bridgewood Drive Outparcel affected by a Joint Driveway Easement, to construct, at its sole cost and expense, a paved driveway over the entirety of the Joint Driveway Easement in a good and workmanlike manner. Thereafter, the Owner of each Bridgewood Drive Outparcel shall be obligated to maintain in good order and repair the portions of the driveway located on their respective Parcel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

SEPARATE SIGNATURE PAGES FOLLOW

(Remainder of Page Intentionally Left Blank)

SEPARATE SIGNATURE PAGE OF JDN

JDN REAL ESTATE - BRIDGEWOOD FORT
WORTH, L.P.,
a Georgia limited partnership

By: JDN Development Investments, L.P.,
a Georgia limited partnership, its General
Partner

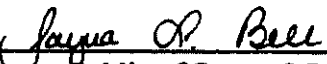
By: JDN Development Company Inc.,
a Delaware corporation, its General
Partner

By: 
Name: Jeb L. Hughes
Title: Senior Vice President

STATE OF GEORGIA

COUNTY OF ~~COBB~~ FULTON

This instrument was acknowledged before me on November 22 1999, by Jeb L. Hughes, the Senior Vice President of JDN Development Company, Inc., a Delaware corporation and the general partner of JDN Development Investments, L.P., a Georgia limited partnership and the general partner of JDN REAL ESTATE - BRIDGEWOOD FORT WORTH, L.P., a Georgia limited partnership, on behalf of said partnership.


Notary Public of State of Georgia
Fulton County


My commission expires: 3/1/2002



SEPARATE SIGNATURE PAGE OF HOME DEPOT

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

By:
Its:

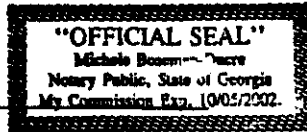

LARRY APPEL
VP-BUSINESS LAW GROUP

STATE OF GEORGIA

COUNTY OF COBB

This instrument was acknowledged before me on November 15 by
Larry Appel, the VP-Business Law Group of HOME DEPOT, U.S.A., INC., a Delaware
corporation, on behalf of said corporation.


Notary Public for the State of Georgia
Cobb County



My commission expires: _____

CONSENT AND SUBORDINATION OF

____ ("Lender"), hereby confirms the consent of Lender to the terms, provisions and conditions of the Reciprocal Easement and Operation Agreement (the "REA") to which this Consent and Subordination is attached, and hereby agrees that the liens, security interests, terms and provisions of (a) that certain Deed of Trust and Security Agreement (the "Shopping Center Deed of Trust"), dated as of _____, for the benefit of Lender, recorded under Clerk's File No. _____ in the Real Property Records of Tarrant County, Texas, and (b) that _____ recorded under Clerk's File No. _____ in the Real Property Records of Tarrant County, Texas, are hereby subordinated and made subject to the terms, provisions and conditions of the REA, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the REA are and shall be prior and superior to the liens, security interests, terms and provisions of the Shopping Center Deed of Trust and the _____.

Executed effective as of the ____ day of _____, 1999.

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

BEFORE ME, the undersigned authority, on this day personally appeared _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1999.

My Commission Expires: _____

Notary Public in and for the State of _____

SCHEDULE OF EXHIBITS

- Exhibit A-Part 1** The JDN Parcel
- A-Part 2** The Retail Parcel
- A-1** Bridgewood Drive Outparcel - Lot 1
- A-2** Bridgewood Drive Outparcel - Lot 2
- A-3** Bridgewood Drive Outparcel - Lot 3
- A-4** Bridgewood Drive Outparcel - Lot 4
- A-5** Bridgewood Drive Outparcel - Lot 5
- A-6** Bridgewood Drive Outparcel - Lot 6

- Exhibit B** The Home Depot Parcel

- Exhibit C** Site Plan

- Exhibit D-1** HD Pylon Sign Plan (Intentionally Omitted)
- D-2** Lot 5 Pylon Sign Plan (Intentionally Omitted)

- Exhibit E** Existing Liens

The JDN Parcel

BEING a tract of land situated in the WILLIAM MANN SURVEY, Abstract No. 995 and being a portion of TRACT IV of the PHG 51 PARTNERSHIP as recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (DRTCT) and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the westerly right-of-way line of INTERSTATE HIGHWAY EAST LOOP 820 (a variable width right-of-way), said point also being the southeasterly corner of the WOODHAVEN EAST ADDITION, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 2365 P.R.T.C.T.;

THENCE along the westerly right-of-way line of said INTERSTATE HIGHWAY EAST LOOP 820 South 05°42'34" West, a distance of 724.20 feet to the POINT OF BEGINNING;

THENCE along the westerly right-of-way line of said INTERSTATE HIGHWAY EAST LOOP 820 South 05°42'34" West, a distance of 318.52 feet to a brass cap monument found for corner, at the intersection of the easterly right-of-way line of said INTERSTATE HIGHWAY EAST LOOP 820 with the northerly right-of-way line of INTERSTATE HIGHWAY 30 (a variable width right-of-way);

THENCE departing the westerly right-of-way of said INTERSTATE HIGHWAY EAST LOOP 820 and along the northerly right-of-way of said INTERSTATE HIGHWAY 30 as follows:

South 52°06'24" West, a distance of 100.00 feet to a brass cap monument found for corner, said brass cap being at an angle point in the northerly right-of-way of said INTERSTATE HIGHWAY 30;

South 79°31'57" West, a distance of 902.60 feet to a 1/2 inch iron rod found at the intersection of the northerly right-of-way line of said INTERSTATE HIGHWAY 30 and the easterly right-of-way line of BRIDGEWOOD DRIVE (a variable width right-of-way);

THENCE departing the northerly right-of-way line of said INTERSTATE HIGHWAY 30 and along the easterly right-of-way line of said BRIDGEWOOD DRIVE as follows:

North 00°06'41" East, a distance of 38.06 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 1465.96 feet, a chord bearing of North 08°14'11" East and a chord length of 414.38 feet;

Along said curve to the right through a central angle of 16°15'00" for an arc length of 415.76 feet to a point for corner from which a 1/2 inch iron rod bears South 77°11'51" West, a distance of 0.89 feet;

North 16°21'41" East, a distance of 15.00 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 744.89 feet, a chord bearing of North 08°06'49" East and a chord length of 213.66 feet;

Along said curve to the left through a central angle of 16°29'29" for an arc length of 214.40 feet to a 1/2 inch iron rod found;

North 00°07'49" West, a distance of 96.18 feet to a 1/2 inch iron rod found for the beginning of a curve to the left having a radius of 365.46 feet, a chord bearing of North 07°14'33" West and a chord length of 86.89 feet;

Along said curve to the left through a central angle of 13°37'24" for an arc length of 86.89 feet to a point for corner;

THENCE departing the easterly right-of-way line of said BRIDGEWOOD DRIVE North 24° 04'40" East, a distance of 18.62 feet to a point for corner;

THENCE North 62°44'53" East a distance of 26.40 feet to a point for the beginning of a curve to the right having a radius of 192.00 feet, a chord bearing of North 77° 48' 51" East and a chord length of 99.81 feet;

THENCE continuing along said curve to the right through a central angle of 30° 07' 55" and an arc length of 100.97 feet to a point for corner;

THENCE South 87°07'12" East a distance of 72.94 feet to a point for corner;

THENCE South 37°16'00" East a distance of 53.83 feet to a point for the beginning of a curve to the left having a radius of 805.00 feet, a chord bearing of South 08° 52' 03" West and a chord length of 86.93 feet;

THENCE continuing along said curve to the left through a central angle of 06° 19' 59" and an arc length of 86.98 feet to a point for corner;

THENCE South 05°43'36" West a distance of 265.13 feet to a point for corner;

THENCE South 84°17'26" East a distance of 135.08 feet to a point for corner;

THENCE North 05°42'34" East a distance of 31.50 feet to a point for corner;

THENCE South 84°17'26" East a distance of 241.00 feet to a point for corner;

THENCE North 05°42'34" East a distance of 60.50 feet to a point for corner;

THENCE South 84°17'26" East a distance of 349.00 feet to POINT OF BEGINNING;

Containing within these metes and bounds 11.315 acres or 492,891 square feet of land, more or less.

AND ALSO INCLUDING:

BEING a tract of land situated in the William Mann Survey Abstract No. 995, Tarrant County, Texas and being a portion of a tract of land described as Tract IV in a deed to PHG 51 Partnership as recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (DRTCT) and being more particularly described as follows:

Commencing at a monument with a brass cap located at the intersection of the westerly right of way line of Interstate Highway East Loop 820 (variable width right of way) with the northerly right of way line of Interstate Highway No 30 (variable width right of way);

Thence along the westerly right of way line of said Interstate Highway East Loop 820 North 05°42'34" East a distance of 724.20 feet to a 5/8 inch iron rod found in the southerly line of Woodhaven East Addition on addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 2365 of the Plat Records of Tarrant County, Texas (PRTCT);

THENCE along the southerly line of said Woodhaven East Addition as follows:

South 89°37'09" West a distance of 350.66 feet to a 1/2 inch iron rod found for corner;

South 00°23'22" West a distance of 70.14 feet to a 5/8 inch iron rod found for corner;

South 89°28'30" West a distance of 187.97 feet to a 5/8 inch iron rod found for corner;

South 60°44'12" West a distance of 157.25 feet to the POINT OF BEGINNING;

THENCE South 03°29'42" West a distance of 27.02 feet to a point for the beginning of a non tangent curve to the left having a radius of 266.05 feet, a chord bearing of South 31°13'19" West and a chord length of 78.50 feet;

THENCE along said non tangent curve to the left through a central angle of 16°58'06" for an arc length of 78.79 feet to a point for the beginning of a curve to the left having a radius of 805.00 feet, a chord bearing of South 21°15'50" West and a chord length of 41.41 feet;

THENCE along said curve to the left through a central angle of 02°56'51" for an arc length of 41.41 feet to a point for corner;

THENCE South 56°06'50" West, a distance of 41.47 feet to a point for corner;

THENCE North 87°07'12" West, a distance of 98.96 feet to a point for the beginning of a non tangent curve to the left having a radius of 232.00 feet, a chord bearing of South 77°48'51" West and a chord length of 120.61 feet;

THENCE along said non tangent curve to the left through a central angle of 30° 07' 55" for an arc length of 122.01 feet to a point for corner;

THENCE South 62°44'53" West, a distance of 7.18 feet to a point for corner;

THENCE North 67°54'51" West, a distance of 30.86 feet to a point for the beginning of a non tangent curve to the left having a radius of 755.89 feet, a chord bearing of North 23° 23' 04" West and a chord length of 93.57 feet;

THENCE along said curve to the left through a central angle of 07°05'15" for an arc length of 93.63 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 90.00 feet, a chord bearing of North 11°10'05" East and a chord length of 93.57 feet;

THENCE along said curve to the right through a central angle of 76°11'26" for an arc length of 119.68 feet to a 1/2 inch iron rod found in the southerly right-of-way of BRIDGE STREET (a variable width right-of-way) and being the beginning of a curve to the right having a radius of 1574.90 feet, a chord bearing of North 54°45'49" East, and a chord length of 301.87 feet;

THENCE along the southerly right-of-way line of said BRIDGE STREET and along said curve to the right through a central angle of 10°59'56" for an arc length of 302.32 feet to a 1/2 iron rod set for corner;

THENCE departing the southerly right-of-way line of said BRIDGE STREET South 29°14'43" East, a distance of 230.38 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 2.184 acres or 95,135 square feet of land more or less.

EXHIBIT A-PART 2

The Retail Parcel

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a brass cap monument found for corner in the intersection of the northerly Right of Way of Interstate Highway No. 30 (Variable Width Right of Way) and the westerly Right of Way of Interstate Highway East Loop 820 (Variable Width Right of Way);

THENCE along the northerly Right of Way of said Interstate Highway No. 30 as follows:

South 62°06'24" West, a distance of 100.00 feet to a brass cap monument found for corner;

South 79°31'57" West, a distance of 640.31 feet to a point for corner;

THENCE departing the northerly Right of Way of said Interstate Highway No. 30 North 02°11'12" West, a distance of 166.04 feet to a point for corner;

THENCE North 43°14'19" West, a distance of 14.97 feet to a point for corner;

THENCE North 84°17'26" West, a distance of 206.87 feet to a point for corner;

THENCE South 52°00'07" West, a distance of 28.91 feet to a point for the beginning of a curve to the right with a chord bearing of North 09°05'34" East, a radius of 1465.96 feet, and an chord length of 80.05 feet;

CONTINUING along said curve to the right through a central angle of 03°07'45" and an arc length of 80.06 feet to a point for corner;

THENCE South 37°26'07" East, a distance of 27.32 feet to a point for corner;

THENCE South 84°17'26" East, a distance of 201.55 feet to a point for corner;

THENCE North 50°43'05" East, a distance of 14.14 feet to a point for corner;

THENCE North 05°43'36" East, a distance of 171.95 feet to a point for corner;

THENCE North 39°16'55" West, a distance of 14.14 feet to a point for corner;

THENCE North 84°17'26" West, a distance of 180.44 feet to a point for corner;

THENCE South 55°49'11" West, a distance of 23.02 feet to a point for the beginning of a

curve to the left with a chord bearing of North $13^{\circ}32'18''$ East, a radius of 744.89 feet, and an chord length of 73.32 feet;

CONTINUING along said curve to the right through a central angle of $05^{\circ}38'31''$ and an arc length of 72.47 feet to a point for corner;

THENCE South $36^{\circ}24'07''$ West, a distance of 26.82 feet to a point for corner;

THENCE South $84^{\circ}17'26''$ East, a distance of 169.56 feet to a point for corner;

THENCE North $41^{\circ}48'27''$ East, a distance of 17.33 feet to a point for corner;

THENCE South $84^{\circ}17'26''$ East, a distance of 135.08 feet to a point for corner;

THENCE North $05^{\circ}42'34''$ East, a distance of 31.50 feet to a point for corner;

THENCE South $84^{\circ}17'26''$ East, a distance of 241.00 feet to a point for corner;

THENCE North $05^{\circ}42'34''$ East, a distance of 60.50 feet to a point for corner;

THENCE South $84^{\circ}17'26''$ East, a distance of 349.00 feet to a point for corner;

THENCE South $05^{\circ}42'34''$ West, a distance of 318.52 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 7.281 acres or 317,199 square feet of land more or less.

EXHIBIT A-1

Bridgewood Drive Outparcel - Lot 1

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for corner in the intersection of the easterly Right of Way line of Bridgewood Drive (Variable Width Right of Way) and the northerly Right of Way line of Interstate Highway No. 30 (Variable Width Right of Way);

THENCE departing the northerly Right of Way line of said Interstate Highway No. 30 along the easterly Right of Way line of said Bridgewood Drive as follows:

North 00°06'41" East, a distance of 38.06 feet to an ½ inch iron rod found for the beginning of a curve to the right with a chord bearing of North 03°49'11" East, a radius of 1465.96 feet and a chord length of 189.63 feet;

continuing along said curve to the right through a central angle of 07°25'00" and an arc length of 189.63 feet to a point for corner;

THENCE departing the easterly Right of Way line of said Bridgewood Drive North 52°00'07" East, a distance of 28.91 feet to a point for corner;

THENCE South 84°17'26" East, a distance of 206.87 feet to a point for corner;

THENCE South 43°14'19" East, a distance of 14.97 feet to a point for corner;

THENCE South 02°11'12" East, a distance of 166.04 feet to a point for corner;

THENCE South 79°31'57" West, a distance of 262.29 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 1.210 acres or 526 98 square feet of land more or less.

EXHIBIT A-2

Bridgewood Drive Outparcel - Lot 2

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a ½ inch iron rod found for corner in the intersection of the easterly Right of Way line of Bridgewood Drive (Variable Width Right of Way) and the northerly Right of Way line of Interstate Highway No. 30 (Variable Width Right of Way);

THENCE departing the northerly Right of Way line of said Interstate Highway No. 30 along the easterly Right of Way line of said Bridgewood Drive as follows:

North 00°06'41" East, a distance of 38.06 feet to an ½ inch iron rod found for the beginning of a curve to the right with a chord bearing of North 05°23'15" East, a radius of 1465.96 feet and a chord length of 269.43 feet;

continuing along said curve to the right through a central angle of 10°33'09" and an arc length of 269.81 feet to POINT of BEGINNING, also being the beginning of a curve to the left with a chord bearing of North 13°30'34" East, a radius of 1465.96 feet and a chord length of 145.89 feet;

continuing along said curve to the right through a central angle of 05°42'15" and an arc length of 145.89 feet to a point for corner in which a ½ inch iron rod bears South 77°11'51" West, a distance of 0.89 feet;

North 16°21'41" East, a distance of 12.94 feet to a point for corner;

THENCE departing the easterly Right of Way line of said Bridgewood Drive North 55°49'11" East, a distance of 23.02 feet to a point for corner;

THENCE South 89°17'26" East, a distance of 180.44 feet to a point for corner;

THENCE South 39°16'55", East a distance of 14.14 feet to a point for corner;

THENCE South 05°43'36" West, a distance of 171.95 feet to a point for corner;

THENCE South 50°43'05" West, a distance of 14.14 feet to a point for corner;

THENCE North 84°17'26" West, a distance of 201.55 feet to a point for corner;

THENCE South 37°26'07" West, a distance of 27.32 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 0.962 acres or 41,932 square feet of land more or less.

EXHIBIT A-3

Bridgewood Drive Outparcel - Lot 3

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a ½ inch iron rod found for corner in the intersection of the easterly Right of Way line of Bridgewood Drive (Variable Width Right of Way) and the northerly Right of Way line of Interstate Highway No. 30 (Variable Width Right of Way);

THENCE departing the northerly Right of Way line of said Interstate Highway No. 30 along the easterly Right of Way line of said Bridgewood Drive as follows:

North 00°06'41" East, a distance of 38.06 feet to an ½ inch iron rod found for the beginning of a curve to the right with a chord bearing of North 08°14'11" East, a radius of 1465.96 feet and a chord length of 414.38 feet;

continuing along said curve to the right through a central angle of 16°15'00" and an arc length of 415.76 feet to a point for corner in which a ½ inch iron rod bears South 77°11'51" West, a distance of 0.89 feet;

North 16°21'41" East, a distance of 15.00 feet to a point for the beginning of a curve to the left with a chord bearing of South 13°32'18" West, a radius of 744.89 feet and a chord length of 73.35 feet;

continuing along said curve to the right through a central angle of 05°38'31" and an arc length of 73.32 feet to the POINT of BEGINNING, also being the beginning of a curve to the left with a chord bearing of North 05°17'34" East, a radius of 744.89 feet and a chord length of 140.84 feet;

continuing along said curve to the right through a central angle of 10°50'58" and an arc length of 141.05 feet to a ½ inch iron rod found for corner;

North 00°07'39" West, a distance of 19.38 feet to a point for corner;

THENCE departing the easterly Right of Way line of said Bridgewood Drive South 87°38'57" East, a distance of 201.15 feet to a point for corner;

THENCE South 05°43'36" West, a distance of 177.79 feet to a point for corner;

THENCE South 41°48'27" West, a distance of 17.33 feet to a point for corner;

THENCE North 84°17'26" West, a distance of 169.56 feet to a point for corner;

THENCE North 36°24'07" West, a distance of 26.82 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 0.834 acres or 36,332 square feet of land more or less.

EXHIBIT A-4

Bridgewood Drive Outparcel - Lot 4

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a ½ inch iron rod found for corner in the intersection of the easterly Right of Way line of Bridgewood Drive (Variable Width Right of Way) and the northerly Right of Way line of Interstate Highway No. 30 (Variable Width Right of Way);

THENCE departing the northerly Right of Way line of said Interstate Highway No. 30 along the easterly Right of Way line of said Bridgewood Drive as follows:

North 00°06'41" East, a distance of 38.06 feet to an ½ inch iron rod found for the beginning of a curve to the right with a chord bearing of North 08°14'11" East, a radius of 1465.96 feet and a chord length of 414.38 feet;

continuing along said curve to the right through a central angle of 16°15'00" and an arc length of 415.76 feet to a point for corner in which a ½ inch iron rod bears South 77°11'51" West, a distance of 0.89 feet;

North 16°21'41" East, a distance of 15.00 feet to a point for the beginning of a curve to the left with a chord bearing of South 08°06'49" West, a radius of 744.89 feet and a chord length of 213.66 feet;

continuing along said curve to the right through a central angle of 16°29'29" and an arc length of 214.40 feet to a ½ inch iron rod found for corner;

South 00°07'34" East, a distance of 19.38 feet to a the POINT of BEGINNING;

North 00°07'34" West, a distance of 76.80 feet to a ½ inch iron rod found for the beginning of a curve to the left with a chord bearing of North 06°56'31" West, a radius of 365.46 feet and a chord length of 86.69 feet;

continuing along said curve to the left through a central angle of 13°37'24" and an arc length of 86.89 feet to a point for corner;

THENCE departing the easterly Right of Way line of said Bridgewood Drive North 24°04'40" East, a distance of 18.62 feet to a point for corner;

THENCE North 62°44'53" East, a distance of 26.40 feet to a point for the beginning of a curve to the right with a chord bearing of North 77°48'51" East, a radius of 192.00 feet and a chord length of 99.81 feet;

THENCE continuing along said curve to the right through a central angle of $30^{\circ}07'55''$ and an arc length of 100.97 feet to a point for corner;

THENCE South $87^{\circ}07'12''$ East, a distance of 72.94 feet to a point for corner;

THENCE South $37^{\circ}16'00''$ East, a distance of 53.83 feet to a point for the beginning of a curve to the left with a chord bearing of South $08^{\circ}52'33''$ West, a radius of 805.00', and a chord length of 88.93 feet;

THENCE continuing along said curve to the left through a central angle of $06^{\circ}19'59''$ and an arc length of 88.98 feet to a point for corner;

THENCE South $05^{\circ}43'36''$ West, a distance of 87.33 feet to a point for corner;

THENCE North $87^{\circ}38'57''$ West, a distance of 201.15 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 1.026 acres or 44,727 square feet of land more or less.

EXHIBIT A-5

Bridgewood Drive Outparcel - Lot 5

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

COMMENCING at a point in the southerly Right of Way of Bridge Street (Variable Width Right of Way) and in the northwesterly corner of Woodhaven East Addition, an addition to the city of Ft. Worth as recorded in cabinet A, Slide 2365 (P.R.T.C.T.) said point being the beginning of a curve to the left with a chord bearing of South 57°24'22" West, a radius of 1574.90 feet, and a chord length of 157.00 feet;

THENCE along the southerly Right of Way of said Bridge Street along said curve to the left through a central angle of 05°42'51" and an arc length of 157.06 feet to the POINT of BEGINNING;

THENCE departing the southerly Right of Way of said Bridge Street South 27°15'07" East, a distance of 156.27 feet to a point for corner;

THENCE South 05°42'34" West, a distance of 129.22 feet to a point for corner;

THENCE North 87°07'12" West, a distance of 4.50 feet to a point for the beginning of a curve to the left with a chord bearing of South 77°48'51" West, a radius of 232.00 feet, and a chord length of 120.61 feet;

CONTINUING along said curve to the left through a central angle of 30°07'55" and an arc length of 122.01 feet to a point for corner;

THENCE South 62°44'53" West, a distance of 7.18 feet to a point for corner;

THENCE North 67°54'51" West, a distance of 30.86 feet to a point for the beginning of a curve to the left with a chord bearing of North 23°23'04" West, a radius of 756.89 feet, and a chord length of 93.57 feet;

CONTINUING along said curve to the left through a central angle of 07°05'15" and an arc length of 93.57 feet to a point for the beginning of a curve to the right with a chord bearing of North 11°10'05" East, a radius of 90.00 feet, and a chord length of 111.05 feet;

CONTINUING along said curve to the right through a central angle of 76°11'26" and an arc length of 119.68 feet to a point for the beginning of a curve to the right with a chord bearing of North 51°54'24" East, a radius of 1574.90 feet, and a chord length of 145.26 feet;

CONTINUING along said curve to the right through a central angle of $05^{\circ}17'05''$ and an arc length of 145.26 feet to the **POINT of BEGINNING**;

CONTAINING within these metes and bounds 1.002 acres and 43652 square feet of land more or less.

EXHIBIT A-6

Bridgewood Drive Outparcel - Lot 6

BEING a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT NO. 955, and being a portion of a tract IV as described in a deed recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a point in the southerly Right of Way of Bridge Street (Variable Width Right of Way) and in the northwesterly corner of Woodhaven East Addition, an addition to the city of Ft. Worth as recorded in cabinet A, Slide 2365 (P.R.T.C.T.);

THENCE South $29^{\circ}14'43''$ East, a distance of 230.38 feet to a point for corner;

THENCE South $03^{\circ}29'42''$ West, a distance of 27.02 feet to a point for the beginning of a curve to the left with a chord bearing of South $31^{\circ}13'19''$ West, a radius of 266.05 feet, and a chord length of 78.50 feet;

CONTINUING along said curve to the left through a central angle of $16^{\circ}58'06''$ and an arc length of 78.79 feet to a point for the beginning of a curve to the left with a chord bearing of South $21^{\circ}15'50''$ West, a radius of 805.00 feet, and a chord length of 41.41 feet;

CONTINUING along said curve to the left through a central angle of $02^{\circ}56'51''$ and an arc length of 41.41 feet to a point for corner;

THENCE South $56^{\circ}06'50''$ West, a distance of 41.47 feet to a point for corner;

THENCE North $87^{\circ}07'12''$ West, a distance of 94.46 feet to a point for corner;

THENCE North $05^{\circ}42'34''$ East, a distance of 129.22 feet to a point for corner;

THENCE North $27^{\circ}15'07''$ West, a distance of 156.27 feet to a point for the beginning of a curve to the right with a chord bearing of North $57^{\circ}24'22''$ East, a radius of 1574.90 feet, and a chord length of 157.00 feet;

CONTINUING along said curve to the right through a central angle of $05^{\circ}42'51''$ and an arc length of 157.06 feet to the POINT of BEGINNING;

CONTAINING within these metes and bounds 1.182 acres or 51,505 square feet of land more or less.

EXHIBIT B

The Home Depot Parcel

BEING a tract of land situated in the WILLIAM MANN SURVEY, Abstract No. 995 and being a portion of TRACT IV of the PHG 51 PARTNERSHIP as recorded in Volume 12330, Page 0885 of the Deed Records of Tarrant County, Texas (DRTCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the southeast corner of the WOODHAVEN EAST ADDITION, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 2365 of the Plat Records of Tarrant County, Texas (PRTCT), said point being found in the westerly Right-of-Way line of INTERSTATE HIGHWAY EAST LOOP 820 (variable width Right-of-Way);

THENCE departing the southerly line of said WOODHAVEN EAST ADDITION and along the westerly Right-of-Way of said INTERSTATE HIGHWAY EAST LOOP 820 South 05°42'34" West a distance of 724.20 feet to a 1/2 inch iron rod set for corner;

THENCE departing the westerly Right-of-Way line of said INTERSTATE HIGHWAY EAST LOOP 820 North 84°17'26" West a distance of 349.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 05°42'34" West a distance of 60.50 feet to a 1/2 inch iron rod set for corner;

THENCE North 84°17'26" West a distance of 241.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 05°42'34" West, a distance of 31.50 feet to a 1/2 inch iron rod set for corner;

THENCE North 84°17'26" West, a distance of 135.08 feet to a 1/2 inch iron rod set for corner;

THENCE North 05°43'36" East, a distance of 265.13 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 805.00 feet, a chord bearing of North 08°52'33" East and a chord length of 88.93 feet;

THENCE continuing along said curve to the right through a central angle of 06°19'59" for an arc length of 88.98 feet to a 1/2 inch iron rod set for corner;

THENCE North 37°16'00" West, a distance of 53.83 feet to a 1/2 inch iron rod set for corner;

THENCE North 87°07'12" West, a distance of 72.94 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 192.00 feet, a chord bearing of South 77°48'51" West and a chord length of 99.81 feet;

THENCE continuing along said curve to the left through a central angle of 30°07'55" for an arc length of 100.97 feet to a 1/2 inch iron rod set for corner;

THENCE South 62°44'53" West, a distance of 26.40 feet to a 1/2 inch iron rod set for corner;

THENCE South 24°04'40" West, a distance of 18.62 feet to a 1/2 inch iron rod set in the easterly Right-of-Way line of BRIDGEWOOD DRIVE (variable width Right-of-Way) for the beginning of a curve to the left having a radius of 365.46 feet, a chord bearing of North 14°03'15" West and a chord length of 3.83 feet;

THENCE along the easterly Right-of-Way line of said BRIDGEWOOD DRIVE as follows:

Continuing along said curve to the left through a central angle of 00°36'04" for an arc length of 3.83 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 756.89 feet, a chord bearing of North 17°05'51" West and a chord length of 72.44 feet;

Continuing along said curve to the left through a central angle of 05°29'09" for an arc length of 72.47 feet to a 1/2 inch iron rod set for corner;

THENCE departing the easterly Right-of-Way line of said BRIDGEWOOD DRIVE, South 67°54'51" East, a distance of 30.86 feet to a 1/2 inch iron rod set for corner;

THENCE North 62°44'53" East, a distance of 7.18 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 232.00 feet, a chord bearing of North 77°48'51" East and a chord length of 120.61 feet;

THENCE continuing along said curve to the right through a central angle of 30°07'55" for an arc length of 122.01 feet to a 1/2 inch iron rod set for corner;

THENCE South 87°07'12" East, a distance of 98.96 feet to a 1/2 inch iron rod set for corner;

THENCE North 56°06'50" East, a distance of 41.47 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 805.00 feet, a chord bearing of North 21°15'50" East and a chord length of 41.41 feet;

THENCE continuing along said curve to the right through a central angle of 02°56'51" for an arc length of 41.41 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 266.05 feet, a chord bearing of North 31°13'19" East and a chord length of 78.50 feet;

THENCE continuing along said curve to the right through a central angle of 16°58'06" for an arc length of 78.79 feet to a 1/2 inch iron rod set for corner;

THENCE North 03°29'42" East, a distance of 27.02 feet to a 1/2 inch iron rod set for corner;

THENCE North 60°44'12" East a distance of 157.25 feet to a 5/8 inch iron rod found for corner;

THENCE North 89°28'30" East a distance of 187.97 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°23'22" West a distance of 70.14 feet to a 1/2 inch iron rod found for corner in the southerly line of said WOODHAVEN EAST ADDITION;

THENCE along the southerly line of said WOODHAVEN EAST ADDITION North 89°37'09" East a distance of 350.66 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 11.277 acres or 491,215 square feet of land more or less.

Site Plan

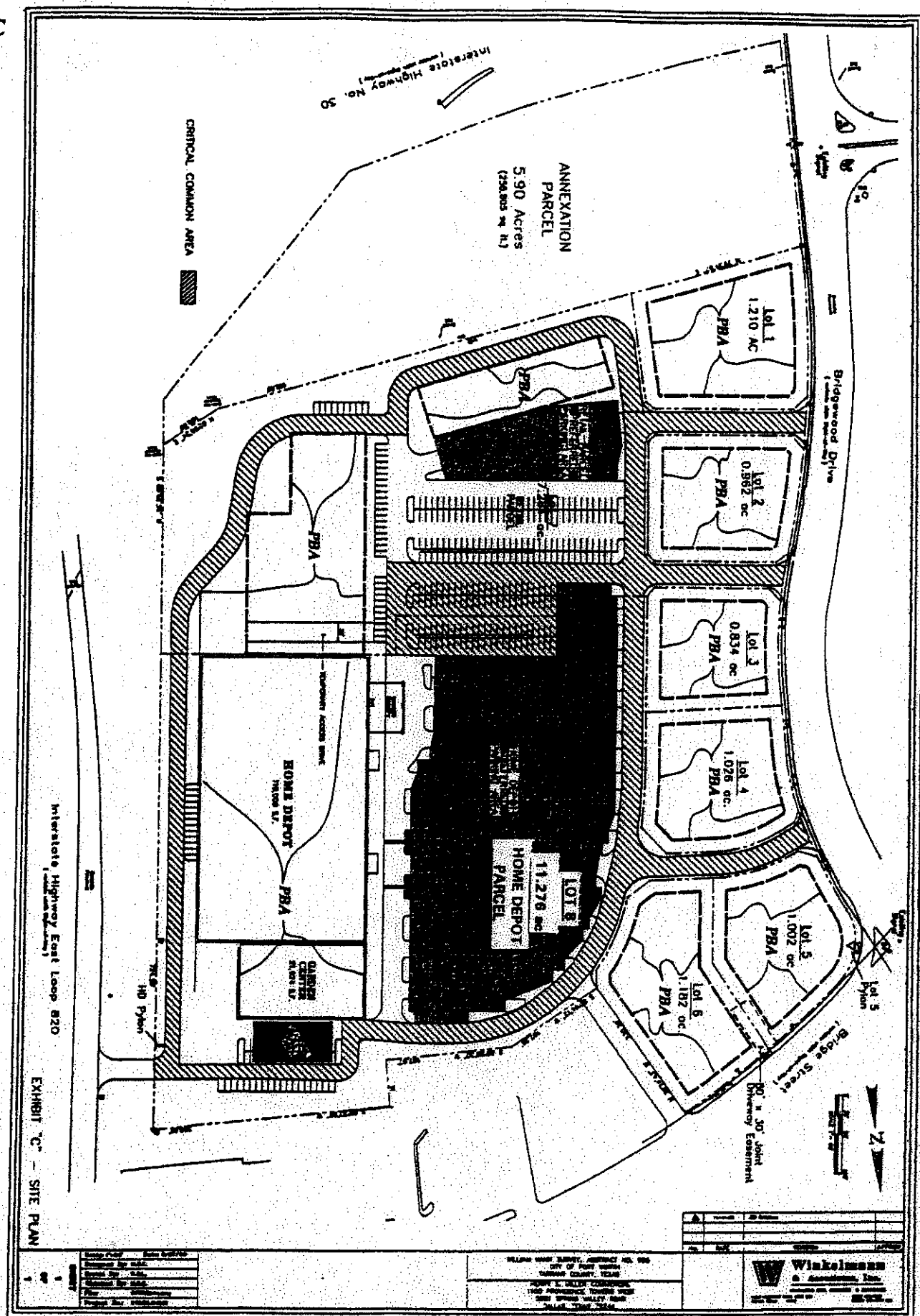


EXHIBIT D-1

HD Pylon Sign Plan

Intentionally Omitted

EXHIBIT D-2

Lot 5 Pylon Sign Plan

Intentionally Omitted

EXHIBIT E

Existing Liens

NONE

EX-1000
EX-1000
EX-1000
EX-1000
EX-1000

D199293295
KANE RUSSELL COLEMAN & LOGAN
1601 ELM ST #3700
DALLAS TX 75201

W A R N I N G - T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -- D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : R E P U B L I C T I T L E O F T E X A S I N C

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200057960	DR2A	J P	11/24/1999	12:25

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199293295	WD	19991124	12:25	CK 19869

T O T A L : D O C U M E N T S : 01 F E E S : 115.00

B Y : _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

17

After Recording Return To:
W. Fred Williams, Esq.
JDN Development Company, Inc.
359 E. Paces Ferry Road, N.E., Suite 450
Atlanta, Georgia 30305

FILED
TARRANT COUNTY TEXAS

2000 AUG 30 A 10:20

SHERIFF
COUNTY CLERK

First Amendment to Reciprocal Easement and Operation Agreement
(I-30/Loop 820, East Fort Worth, Texas; Store No. 6534)

THIS First Amendment to Reciprocal Easement and Operation Agreement (I-30/Loop 820, East Fort Worth, Texas; Store No. 6534) ("First Amendment") is made and entered into as of the _____ day of July, 2000, by JDN REAL ESTATE -- BRIDGEWOOD FORTH WORTH, L.P., a Georgia limited partnership ("JDN") and HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot").

WITNESSETH:

WHEREAS, JDN and Home Depot executed and delivered that certain Reciprocal Easement and Operation Agreement (I-30/Loop 820, East Fort Worth, Texas; Store No. 6534) dated November 24, 1999, recorded as Instrument D199293295 in the records of Tarrant County, Texas (the "ECR"), which encumbered and benefitted the Home Depot Parcel, the JDN Parcel, and Lots 1, 2, 3, 4, 5, and 6, all as defined in the ECR; and,

WHEREAS, JDN is the Owner of the JDN Parcel (including the Retail Parcel), and Lots 1, 2, 3, 4, 5, and 6 (which Lots are collectively referred to as the Bridgewood Drive Outparcels), and Home Depot is the Owner of the Home Depot Parcel; and,

WHEREAS, §10.10 of the ECR provides that the ECR may be modified or amended by a declaration in writing executed and acknowledged by the Owner of the Home Depot Parcel, the Owner of the Retail Parcel, and, if and to the extent that any requested modification or change negatively affects the Owners of the Bridgewood Drive Outparcels or imposes additional obligations on such Owners, then the Owners of the Bridgewood Drive Outparcels affected by such modification or amendment; and,

WHEREAS, JDN desires to amend and modify the ECR as to the configuration of Lots 5 and 6 as set forth herein upon the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises and the sum of Ten and No/100ths Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JDN and Home Depot do hereby covenant and agree as follows:

1. **Exhibit A-5 Bridgewood Drive Outparcel - Lot 5** of the ECR, which is the legal description for Lot 5, is hereby deleted in its entirety and the **Exhibit A-5 Bridgewood Drive Outparcel - Lot 5** attached hereto is hereby substituted therefor:
2. **Exhibit A-6 Bridgewood Drive Outparcel - Lot 6** of the ECR, which is the legal description for Lot 6, is hereby deleted in its entirety and the **Exhibit A-6 Bridgewood Drive Outparcel - Lot 6** attached hereto is hereby substituted therefor:
3. **Exhibit C Site Plan** of the ECR is hereby deleted and the **Exhibit C Site Plan** attached hereto is hereby substituted therefor.
4. All capitalized terms used herein shall have the meaning assigned to them in the ECR.

5. Except as expressly modified and amended herein, the ECR shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and as provided in the ECR.

In Witness Whereof, JDN and Home Depot have executed this First Amendment as of the day and year first above written.

JDN REAL ESTATE - BRIDGEWOOD FORT WORTH, L.P., a Georgia limited partnership

By: JDN DEVELOPMENT INVESTMENT, L.P., a Georgia limited partnership, its General Partner

By: JDN Development Company, Inc., a Delaware Corporation, its General Partner

By: [Signature]
Title: President

STATE OF GEORGIA
COUNTY OF FULTON

This instrument was acknowledged before me on ^{August} ~~July~~ 28, 2000, by W. Fred Williams Jr., the President of JDN Development Company, Inc., a Delaware corporation and the general partner of JDN Development Investment L.P., a Georgia limited partnership and the general partner of JDN Real Estate - Bridgewood Fort Worth, L.P., a Georgia limited partnership, on behalf of said partnership.

My Commission expires



Barbara Anne Wasko
Notary Public of State of Georgia
Fulton County
[seal]

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

By: [Signature]
Title: Sr. Corporate Counsel

STATE OF ~~GEORGIA~~ CALIFORNIA
COUNTY OF ~~FULTON~~ ORANGE

This instrument was acknowledged before me on ^{August} ~~July~~ 21, 2000, by Daniel R. Hatch, the Sr. Corporate Counsel of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of said corporation.

My Commission expires

July 19, 2003

Kelly M. Asch
Notary Public of State of ~~Georgia~~ California
Orange ~~Fulton~~ County
[seal]

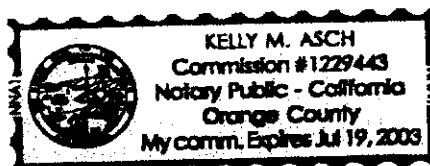


EXHIBIT A-5

Bridgewood Drive Outparcel - Lot 5

WHEREAS JDN Real Estate-Bridgewood Fort Worth, L.P. is the owner of a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT No. 955, and being all of Lot 5 of the Bridgewood Center, an addition to the City of Fort Worth, as shown in a plat recorded in Cabinet A, Slide 5601 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set for corner in the easterly right of way line of Bridgewood Drive (variable width right of way), and also being in a southwesterly corner of said lot 5 and a northwesterly corner of Lot 8 of said Bridgewood Center, said iron rod being the beginning of a non-tangent curve to the left with a radius of 756.89 feet, a chord bearing of North 23°23'04" West, and a chord distance of 93.57 feet;

THENCE along said curve to the left, along the easterly right of way of said Bridgewood Drive, through a central angle of 07°05'16", with an arc distance of 93.63 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right with a radius of 90.00 feet, a chord bearing of North 11°10'05" East, and a chord distance of 111.05 feet;

THENCE along said curve to the right through a central angle of 76°11'26", with an arc distance of 119.68 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right with a radius of 1574.90 feet, a chord bearing of North 51°54'24" East, and a chord distance of 145.21 feet;

THENCE along said curve to the right, along the southerly right of way of Bridge Street (variable width right of way), through a central angle of 05°17'05", with an arc distance of 145.26 feet to a 1/2 inch iron rod set for corner;

THENCE departing the southerly right of way of said Bridge Street South 27°15'07" East, a distance of 305.50 feet to a 1/2 inch iron rod set for corner;

THENCE North 87°07'12" West, a distance of 85.79 feet to a point for the beginning of a curve to the left having a radius of 232.00 feet, a chord bearing of South 77°48'51" West, and a chord distance of 120.61 feet;

THENCE along said curve to the left through a central angle of 30°07'55", and an arc length of 122.01 feet to a 1/2 inch iron rod set for corner;

THENCE South 62°44'53" West, a distance of 7.18 feet to a 1/2 inch iron rod set for corner;

THENCE North 67°54'51" West, a distance of 30.86 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.123 acres or 48,907 square feet of land more or less.

EXHIBIT A-6

Bridgewood Drive Outparcel - Lot 6

WHEREAS JDN Real Estate-Bridgewood Fort Worth, L.P. is the owner of a tract of land situated in the WILLIAM MANN SURVEY, ABSTRACT No. 955, and being all of Lot 6 of the Bridgewood Center, an addition to the City of Fort Worth, as shown in a plat recorded in Cabinet A, Slide 5601 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set for corner in the southerly right of way line of Bridge Street (variable width right of way), and also being in a northeasterly corner of said lot 6;

THENCE departing the southerly right of way of said Bridge Street South 29°14'43" East, a distance of 230.38 feet to a 1/2 inch iron rod set for corner;

THENCE South 03°29'42" West, a distance of 27.02 feet to a point for the beginning of a non-tangent curve to the left with a radius of 266.05 feet, a chord bearing of South 31°13'19" West, and a chord distance of 78.50 feet;

THENCE along said curve to the left through a central angle of 16°58'06", with an arc distance of 78.79 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left with a radius of 805.00 feet, a chord bearing of South 21°15'50" West, and a chord distance of 41.41 feet;

THENCE along said curve to the left through a central angle of 02°56'51", with an arc distance of 41.41 feet to a 1/2 inch iron rod set for corner;

THENCE South 56°06'50" West, a distance of 41.47 feet to a 1/2 inch iron rod set for corner;

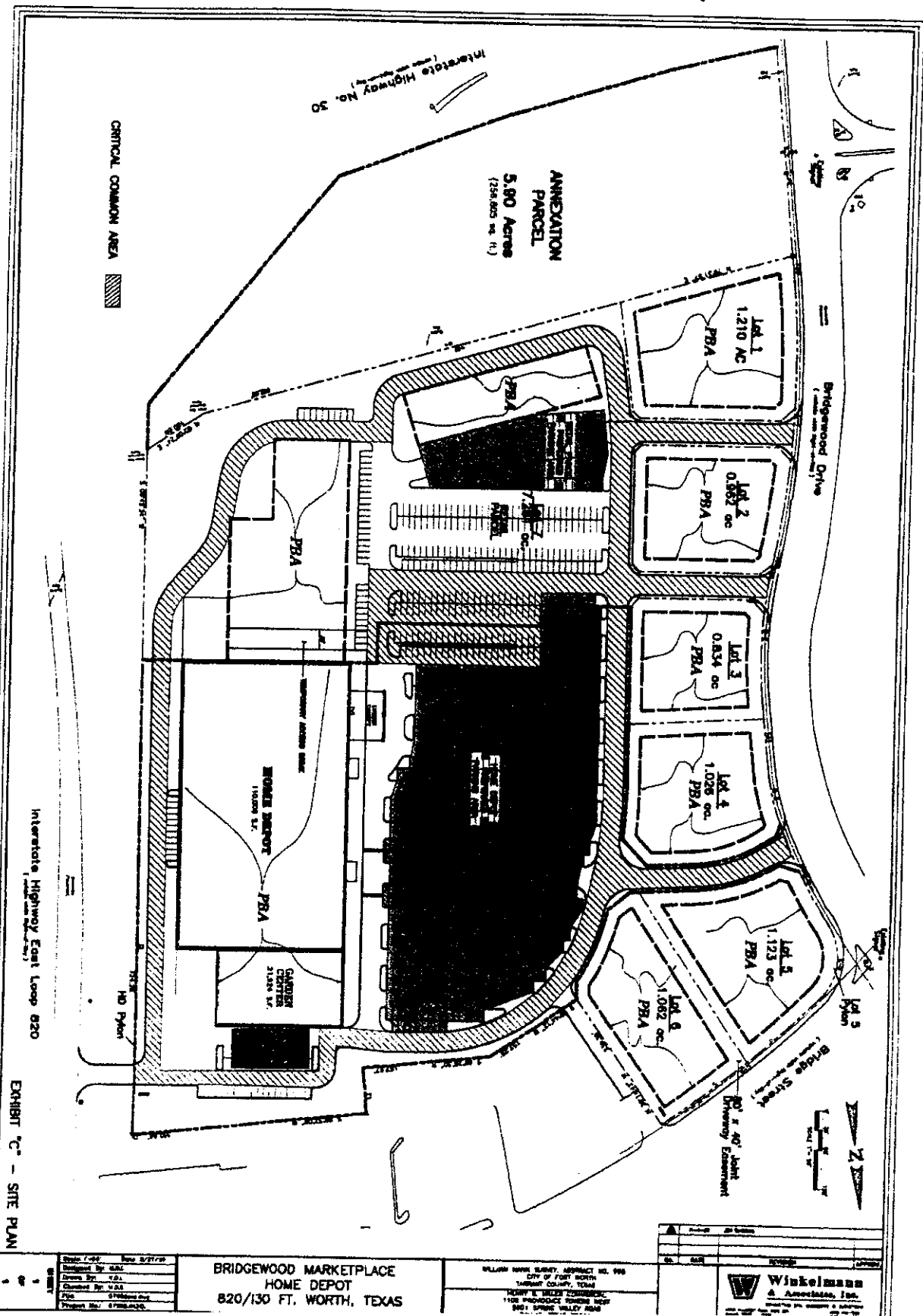
THENCE North 87°07'12" West, a distance of 13.17 feet to a 1/2 inch iron rod set for corner;

THENCE North 27°15'07" West, a distance of 305.50 feet to a 1/2 inch iron rod set in the southerly right-of-way line of said Bridge Street for the beginning of a non-tangent curve to the right with a radius of 1574.90 feet, a chord bearing of North 54°45'49" East, and a chord distance of 157.00 feet;

THENCE along said curve to the right, through a central angle of 05°42'51", with an arc distance of 157.07 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.062 acres or 46,259 square feet of land more or less.

11-11-07 "OUTDOOR" COURT



44-387-0150-0001
D200194529
JDN DEV CO INC
359 E PACES FERRY RD NE
W F WILLIAMS STE 450
ATLANTA GA 30305

W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: H A R R Y R S H A W V E R J R P C

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200344607	DR92	D W	08/30/2000	10:17

	INSTRUMENT FEED	INDEXED	TIME	
1	D200194529 WD	20000830	10:17	CK 13899

T O T A L : D O C U M E N T S : 01 F E E S : 17.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

17
After recording return to:
Anita Kibbe
Metropolitan Title Agency, Inc.
1800 Water Place, Suite 235
Atlanta, Georgia 30339
Our File No. JDN-TX

Please Cross-Reference to the following document #'s:
D199293295 and D200194529
Tarrant County, Texas records

**SECOND AMENDMENT TO RECIPROCAL EASEMENT
AND OPERATION AGREEMENT
(I-30/LOOP 820, EAST FORT WORTH, TEXAS: STORE NO. 6534)**

BETWEEN

JDN REAL ESTATE--BRIDGEWOOD FORT WORTH, L.P.

AND

HOME DEPOT U.S.A., INC.

AND

WENDY'S INTERNATIONAL, INC.



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

BY jm Deputy

After Recording Return To:
Laurie-Eben Shumaker, Esq.
JDN Development Company, Inc.
359 E. Paces Ferry Road, N.E., Suite 450
Atlanta, Georgia 30305

Second Amendment to Reciprocal Easement and Operation Agreement
(I-30/Loop 820, East Fort Worth, Texas; Store No. 8534)

THIS Second Amendment to Reciprocal Easement and Operation Agreement (I-30/Loop 820, East Fort Worth, Texas; Store No. 8534) ("First Amendment") is made and entered into as of the 5th day of July, 2001, by JDN REAL ESTATE - BRIDGEWOOD FORTH WORTH, L.P., a Georgia limited partnership ("JDN"), HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot"), and WENDY'S INTERNATIONAL, INC., an Ohio corporation ("Wendy's").

WITNESSETH:

WHEREAS, JDN and Home Depot executed and delivered that certain Reciprocal Easement and Operation Agreement (I-30/Loop 820, East Fort Worth, Texas; Store No. 8534) dated November 24, 1999, recorded as Instrument D199293295 in the records of Tarrant County, Texas, and amended by that certain First Amendment to Reciprocal Easement and Operation Agreement (I-30/Loop 820, East Fort Worth, Texas; Store No. 8534) dated the ____ [sic] day of July, 2000, recorded on August 30, 2000, as Instrument D200194529 in the records of Tarrant County, Texas (collectively, the "ECR"), which encumbered and benefitted the Home Depot Parcel, the JDN Parcel, and Lots 1, 2, 3, 4, 5, and 6, all as defined in the ECR; and,

WHEREAS, JDN is the Owner of the JDN Parcel (including the Retail Parcel), and Lots 1, 2, 3, 4, and 5 (which Lots are collectively referred to as the Bridgewood Drive Outparcels), Home Depot is the Owner of the Home Depot Parcel, and Wendy's is the Owner of Lot 6; and,

WHEREAS, §1.1.1 of the ECR provides that an Owner has the right to modify any Common Area located on the Owner's parcel and the ECR must be amended to attach a substitute Exhibit C; and,

WHEREAS, JDN desires to amend and modify the site plan for the ECR by the addition of an Interstate Pylon Sign to a Common Area on the JDN Parcel.

NOW THEREFORE, for and in consideration of the premises and the sum of Ten and No/100ths Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JDN, Home Depot, and Wendy's do hereby covenant and agree as follows:

1. Exhibit C Site Plan of the ECR is hereby deleted and the Exhibit C Site Plan attached hereto is hereby substituted therefor.
4. All capitalized terms used herein shall have the meaning assigned to them in the ECR.
5. Except as expressly modified and amended herein, the ECR shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and as provided in the ECR.



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
SUZANNE HENDERSON, COUNTY CLERK

BY [Signature] Deputy

In Witness Whereof, JDN, Home Depot, and Wendy's have executed this Second Amendment as of the day and year first above written.

JDN REAL ESTATE - BRIDGEWOOD FORT WORTH, L.P.,
a Georgia limited partnership

By: JDN DEVELOPMENT INVESTMENT, L.P., a
Georgia limited partnership, its General Partner

By: JDN Development Company, Inc., a
Delaware Corporation, its General Partner

Title: [Signature]
By: Robert J. Stasiowski
Vice President

STATE OF GEORGIA
COUNTY OF FULTON Gwinnett

This instrument was acknowledged before me on July 19, 2001, by Robert J. Stasiowski
the Vice President of JDN Development Company, Inc., a Delaware corporation and the general partner of JDN
Development Investment L.P., a Georgia limited partnership and the general partner of JDN Real Estate - Bridgewood Fort Worth,
L.P., a Georgia limited partnership, on behalf of said partnership.



My Commission expires: _____

Alice Meaders
Notary Public of State of Georgia
Fulton County
Gwinnett [seal]

STATE OF Georgia
COUNTY OF Cobb

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

By: [Signature]
Title: Jeff Israel
Senior Corporate Counsel - Real Estate

This instrument was acknowledged before me on September 19, 2000, by Jeff Israel
the Sr. Corp. Counsel - RE of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of said corporation.

My Commission expires: 12-27-03

[Signature]
Notary Public
[seal] "OFFICIAL SEAL"
Glenda M. Wiggins
Notary Public State of Georgia
My Commission Expires 12-27-03

STATE OF _____
COUNTY OF _____

WENDY'S INTERNATIONAL, INC., an Ohio corporation

By: _____
Title: _____

This instrument was acknowledged before me on June _____, 2001, by _____
the _____ of Wendy's International, Inc., an Ohio corporation, on behalf of said corporation.

My Commission expires: _____

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK
BY [Signature] Deputy

In Witness Whereof, JDN, Home Depot, and Wendy's have executed this Second Amendment as of the day and year first above written.

JDN REAL ESTATE - BRIDGEWOOD FORT WORTH, L.P.,
a Georgia limited partnership

By: JDN DEVELOPMENT INVESTMENT, L.P., a
Georgia limited partnership, its General Partner

By: JDN Development Company, Inc., a
Delaware Corporation, its General Partner

Title: Robert J. Stasiowski
By: Robert J. Stasiowski
Vice President

STATE OF GEORGIA
COUNTY OF FULTON Gwinnett

This instrument was acknowledged before me on July 19, 2001, by Robert J. Stasiowski,
the Vice President of JDN Development Company, Inc., a Delaware corporation and the general partner of JDN
Development Investment L.P. a Georgia limited partnership and the general partner of JDN Real Estate - Bridgewood Fort Worth,
L.P., a Georgia limited partnership, on behalf of said partnership.



My Commission expires:

Alice Meaders
Notary Public of State of Georgia
Fulton County
Gwinnett [seal]

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

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on July __, 2000, by _____
the _____ of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of said corporation.

My Commission expires: _____

Notary Public

[seal]

WENDY'S INTERNATIONAL, INC., an Ohio corporation

By: Kerri B. Anderson
Title: Executive Vice President & Chief Financial Officer

STATE OF Ohio
COUNTY OF Franklin

KERRI B. ANDERSON
Executive Vice President &
Chief Financial Officer

Legal Dept. AD

This instrument was acknowledged before me on July 30, 2001, by _____
the _____ of Wendy's International, Inc., an Ohio corporation, on behalf of said corporation.

My Commission expires:



CAROLYN A. LOEFFLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 14, 2001

Notary Public



ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

BY Jm Deputy

D201243488
METROPOLITAN TITLE
1800 WATER PL #235
ATLANTA GA 30339

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: METROPOLITAN TITLE

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202006691	DR2A	LW	10/04/2001	14:09

	INSTRUMENT	FEED	INDEXED	TIME	
1	D201243488	WD	20011004	14:09	CK 4472

T O T A L : D O C U M E N T S : 01 F E E S : 17.00

B Y: _____

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BY J. M. Deputy