

**FIRST AMENDMENT TO CONSTRUCTION, OPERATION  
AND RECIPROCAL EASEMENT AGREEMENT**

CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

This FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (the "Agreement") made as of this 3<sup>rd</sup> day of April, 1998, among HOME DEPOT U.S.A., INC., a Delaware corporation, having an office at 2727 Paces Ferry Road, Atlanta, Georgia 30339 ("Home Depot") and NAP CHESTERFIELD, L.P., a Georgia limited partnership, having an office at 5780 Peachtree-Dunwoody Road, Suite 560, Atlanta, Georgia 30342 ("Developer") and TRU URBAN RENEWAL CORP., a New Jersey corporation, having an office at 461 From Road, Paramus, New Jersey 07652-3524 ("Toys").

**PRELIMINARY STATEMENT**

Home Depot and Developer entered into that certain Construction, Operation and Reciprocal Easement Agreement ("COREA") dated August 7, 1997, which COREA was recorded on August 11, 1997 in the land records of Chesterfield County, Virginia in Book 3099, Page 667.

Home Depot is the owner in fee of certain real property, consisting of approximately eleven and 67/1000 (11.067) acres (the "Home Depot Parcel").

Developer is the owner in fee of certain real property located contiguous to the Home Depot Parcel.

Toys is deemed to be a Party to the COREA for all purposes that are set forth in the therein by virtue of its fee acquisition of two (2) parcels of land consisting of approximately four and 800/1000 (4.800) acres (the "Toys Parcel") and approximately one and 770/1000 (1.770) acres (the "Kids Parcel"), which real property is more particularly described on Exhibit "A" annexed hereto and hereby made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Home Depot, Developer and Toys hereby agree to modify the COREA as follows:

1. All capitalized terms used herein shall have the same meaning as is set forth in the COREA.
2. Exhibit "B" to the COREA shall be replaced by Exhibit "B" attached hereto and made a part hereof.

FILE TO:  
FIRST AMERICAN TITLE INS. CO.  
ATTN: L. ALBERT 9/7/07

3. Exhibit "F" attached to the COREA shall be replaced by Exhibit "C" attached hereto and made a part hereof.
4. The term "Outparcels" as used in the COREA shall now only refer to the one (1) Outparcel in the Center labeled Outparcel #2 on the Site Plan and any references to Outparcel #1 or multiple Outparcels shall be deleted from the COREA. Exhibit "E" to the COREA shall be replaced by Exhibit "D" attached hereto and made a part hereof.
5. Exhibit "H" to the COREA shall be replaced by Exhibit "E" attached hereto and made a part hereof.
6. The term "Center" as used throughout the COREA shall include the Kids' Parcel.
7. The phrase "the Kids' Parcel", "and the Kids' Parcel" or "or the Kids' Parcel" (used in its appropriate context) shall be insert after the phrase "Toys' Parcel" throughout the COREA.:
8. The first two (2) paragraphs of Section 3.1 (d) of the COREA shall be deleted and replaced with the following:

"(d) Subject to the prorations and adjustments set forth in this Section 3.1(d), Common Area Maintenance Costs and the Administration Fee shall be allocated as follows:

- (i) To the Developer's Parcel: fifty-eight and 80/100 percent (58.80%);
- (ii) To the Toys' Parcel: eleven and 40/100 percent (11.40%);
- (iii) To the Kids' Parcel: four and 30/100 percent (4.30%); and
- (iv) To the Home Depot Parcel: twenty-five and 50/100 percent (25.50%).

Such allocation has been determined on the basis of the total number of square feet of proposed buildings within the Developer's Parcel (248,798 square feet), the Toys' Parcel (47,974 square feet), the Kids' Parcel (18,035 square feet) and the Home Depot Parcel (107,500 square feet) as compared to the total number of square feet of proposed buildings within the Center [exclusive of the Outparcel] as shown on the Site Plan. No portion of the Common Area Maintenance Costs or Administration Fee shall be allocable to the Outparcel. In the event an existing Parcel (exclusive of the Outparcel) is divided, the Party causing such division shall prorate the allocation attributable to the existing Parcel between the newly created Parcels, file a recorded declaration confirming such allocation and deliver a copy of such declaration to the Operator and each other Party."

9. The following shall be added to Section 4.1 of the COREA:

"No other portion of the Center outside of the Toys' Parcel and the Kids' Parcel (other than the Home Depot Parcel as shown on the Site Plan) shall be used primarily for the sale of juvenile and children's clothing, apparel, shoes and accessories."

10. The following shall be added to Section 2.3 (g) of the COREA:

"Reference is hereby made to the "Toy's View Corridor" as designated on the revised Site Plan attached hereto as **Exhibit "C"**. Notwithstanding anything to the contrary, no buildings or improvements (other than common area improvements permitted hereunder) shall be constructed within the area designated as the "Toy's View Corridor"."

11. Notwithstanding anything contained in Section 2.3 (f) (ii) to the contrary, the height of Major "H" may be up to thirty-two (32) feet in height.

12. Except as modified herein, all other terms and conditions contained in the COREA shall remain in full force and effect. The Parties hereto agree that this Amendment may be executed in separate counterparts. It shall be deemed fully executed when each Party whose signature is required has executed at least one counterpart even though no one counterpart contains the signatures of all Parties.

IN WITNESS WHEREOF, Home Depot, Toys and Developer have executed this Amendment as of the date first above written.

WITNESSES:

"Home Depot":  
HOME DEPOT U.S.A. INC.

Rachelby Ward  
Printed Name: Rachelby Ward  
Jay Suresell  
Printed Name: Jay Suresell

By: \_\_\_\_\_  
Name: LAWRENCE K. MENTER 4/3/98  
Its: SENIOR CORPORATE COUNSEL / ASSISTANT SECRETARY  
(Corporate Seal)

STATE OF GEORGIA  
COUNTY OF ~~COBB~~ Fulton COBB

Before me, Barbara Lawrence, a Notary Public of the State and County aforesaid, personally appeared Lawrence B. Menter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/~~herself~~ to be Sr. Corporate Counsel / Asst. Secretary of Home Depot U.S.A., Inc., the within named bargainer, a corporation, and that he/she, as such Sr. Corporate Counsel / Asst. Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/~~herself~~ as Sr. Corporate Counsel / Asst. Secretary

WITNESS my hand and seal at office in Atlanta, GA., this 3d day of ~~March~~ April, 1998.

Barbara Lawrence  
Notary Public

My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires July 11, 2000

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

WITNESSES:

"Developer":

NAP CHESTERFIELD, L.P.

Chloe Crawford

Printed Name: Chloe Crawford  
Karen Wheeler  
Karen Wheeler

By: [Signature]  
Name: Mark C. Toro  
Title: Authorized Agent

STATE OF GEORGIA  
COUNTY OF Fulton

Before me, Tara D Anderson, a Notary Public of the State and County aforesaid, personally appeared Mark C. Toro, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Authorized Agent of NAP Chesterfield L.P., the within named bargainer, and that he/she, as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Mark C. Toro, Authorized Agent.

WITNESS my hand and seal at office in Atlanta, GA, this 30<sup>th</sup> day of March, 1998.

Tara D Anderson  
Notary Public

My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires Jan. 30, 2001

(ADD LENDER SUBORDINATION)

WITNESSES:

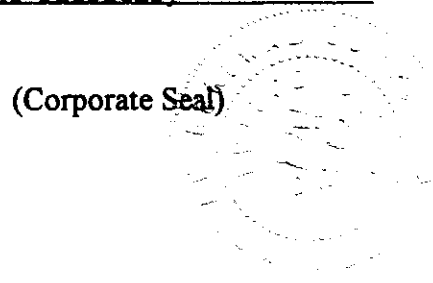
"Toys":

Marcia L. Gomez  
Printed Name: MARCIA A. GOMEZ  
Sandra Marin  
Printed Name: SANDRA MARIN

TRU URBAN RENEWAL CORP.

By: Michael L. Tumolo  
Name: Michael L. Tumolo  
Its: Vice President - Counsel

Attest: Ronald V. Lombardi  
Name: Ronald V. Lombardi  
Its: Assistant Secretary



STATE OF New Jersey  
COUNTY OF Bergen

Before me, Annie W. Finn, a Notary Public of the State and County aforesaid, personally appeared Michael L. Tumolo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Vice President - Counsel of **TRU URBAN RENEWAL CORP.**, the within named bargainor, a corporation, and that he/she, as such Vice President - Counsel being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Vice President - Counsel.

WITNESS my hand and seal at office in Bergen County, New Jersey, this 27 day of March, 1998.

Annie W. Finn  
Notary Public

My Commission Expires:  
3/2/2003


**CONSENT AND SUBORDINATION OF LENDER**

The undersigned, Guaranty Federal Bank, F.S.B., a federal saving bank ("the "Lender"), being the owner and hold of that certain Deed of Trust and Security Agreement dated August 8, 1997, recorded in Deed Book 3099, Page 726, records of Chesterfield County, Virginia, as amended by Supplement to and Modification of Loan Documents dated December 19, 1997, recorded in Deed Book 3181, Page 224, records of Chesterfield County, Virginia (the "Deed of Trust"), encumbering the Developer's Parcel as described in the attached Amendment, hereby consents to the foregoing Amendment.

IN WITNESS WHEREOF, Lender has executed this Consent and Subordination by its duly authorized representative.

NOTEHOLDER:

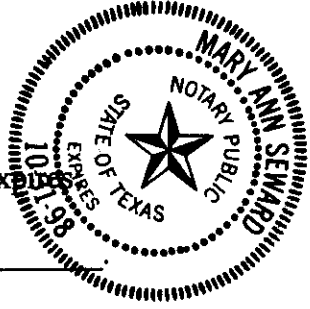
GUARANTY FEDERAL BANK, F.S.B., a federal savings bank

By:   
Name: Susan S. Clarkson  
Title: Vice President

[BANK SEAL]

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

This instrument was subscribed, sworn to and acknowledged before me this 30<sup>th</sup> day of March 1998 by Susan S. Clarkson, Vice President of Guaranty Federal Bank, F.S.B., a federal savings bank, on behalf of said bank.



My commission expires \_\_\_\_\_

*Mary Ann Seward*  
Notary Public, State of Texas

\_\_\_\_\_  
(printed name)



EXHIBIT "A"

"KIDS' PARCEL AND TOYS' PARCEL DESCRIPTION

TOY'S "R" US - DELAWARE, INC. (PARCEL 1)

BEGINNING AT A ROD SET ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60); SAID POINT BEING 1252.59' FROM THE WEST LINE OF KOGER CENTER BOULEVARD, AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE S82°13'35"W 33.17' TO A ROD SET; THENCE LEAVING THE NORTH LINE OF MIDLOTHIAN TURNPIKE N07°34'33"W 338.55' TO A POINT; THENCE N09°37'26"W 135.14' TO A POINT; THENCE N07°25'53"W 74.36' TO A POINT; THENCE N83°32'14"E 275.75' TO A POINT; THENCE N07°58'33"W 39.89' TO A POINT; THENCE N48°05'06"E 35.15' TO A POINT; THENCE S41°54'54"E 61.05' TO A POINT; THENCE S48°04'17"E 197.43' TO A POINT; THENCE N41°54'54"W 36.06' TO A POINT; THENCE N48°05'06"E 214.15' TO A POINT; THENCE N33°57'23"W 8.46' TO A POINT; THENCE N56°02'37"E 312.36' TO A POINT ON THE WESTERN LINE OF KOGER CENTER BOULEVARD; THENCE ALONG THE WESTERN LINE OF KOGER CENTER BOULEVARD S33°57'23"E 235.50' TO A POINT, SAID POINT BEING N56°25'05"E 0.39' FROM A ROD FOUND; THENCE LEAVING THE WESTERN LINE OF KOGER CENTER BOULEVARD S56°02'37"W 246.13' TO A ROD FOUND; THENCE S13°54'39"E 42.98' TO A ROD FOUND; THENCE S48°03'55"W 325.66' TO A ROD FOUND; THENCE N84°33'35"W 164.02' TO A POINT, SAID POINT BEING N36°18'35"E 0.39' FROM A ROD FOUND; THENCE N84°38'15"W 102.57' TO A POINT, SAID POINT BEING S29°11'16"E 0.49' FROM A ROD FOUND; THENCE N06°40'05"W 23.91' TO A POINT; THENCE S83°32'14"W 245.86' TO A POINT; THENCE S29°58'57"W 28.67' TO A POINT; THENCE S08°59'24"E 159.29' TO A POINT; THENCE S07°57'02"E 319.91' TO A ROD SET ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60), SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 4.797 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA"

TOY'S "R" US - DELAWARE, INC. (PARCEL 2)

BEGINNING AT A POINT ON THE WEST LINE OF KOGER CENTER BOULEVARD, SAID POINT BEING 1031.31' FROM THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60), AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE S56°02'37"W 312.36' TO A POINT; THENCE S33°57'23"E 8.46' TO A POINT; THENCE S48°05'06"W 214.15' TO A POINT; THENCE S41°54'54"E 36.06' TO A POINT; THENCE S48°04'17"W 197.43' TO A POINT; THENCE N41°54'54"W 61.05' TO A POINT; THENCE N48°05'06"E 107.43' TO A POINT; THENCE N41°54'54"W 79.00' TO A POINT; THENCE N48°04'23"E 299.04' TO A POINT; THENCE N56°02'37"E 221.87' TO A POINT; THENCE N33°57'23"W 44.39' TO A POINT; THENCE N48°29'45"E 110.90' TO A POINT ON THE WESTERN LINE OF KOGER CENTER BOULEVARD; THENCE ALONG THE WESTERN LINE OF KOGER CENTER BOULEVARD S33°57'23"E 152.79' TO A POINT, SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 1.771 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA"

EXHIBIT "B"

REVISED LEGAL DESCRIPTION OF DEVELOPER'S PARCEL

LEGAL DESCRIPTIONS:

NEW PARCELS:  
OVERALL PARCEL:

BEGINNING AT A POINT ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60); SAID POINT BEING 1137.18' FROM THE WEST LINE OF KOGER CENTER BOULEVARD EXTENDED AND LABELED POB ON THIS PLAT, AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE S82°13'35"W 190.00' TO A ROD SET; THENCE LEAVING THE NORTH LINE OF MIDLOTHIAN TURNPIKE N07°53'00"W 243.80' TO A ROD SET; THENCE S82°11'08"W 201.95' TO A ROD FOUND; THENCE N08°58'47"W 199.35' TO A POINT, SAID POINT BEING S71°09'07"W 0.22' FROM A ROD FOUND; THENCE S82°07'58"W 208.00' TO A ROD FOUND; THENCE N06°51'26"W 1548.43' TO A ROD FOUND; THENCE N50°41'25"W 66.57' TO A POINT ON THE SOUTH LINE OF WEST KOGER CENTER BOULEVARD, SAID POINT BEING N08°38'49"E 0.41' FROM A ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 628.64', AN ARC LENGTH OF 348.94', AN INCLUDED ANGLE OF 31°48'12" AND A CHORD OF S77°36'34"E 344.48' TO A ROD FOUND; THENCE S61°42'28"E 18.85' TO A ROD FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1199.58', AN ARC LENGTH OF 324.25', AN INCLUDED ANGLE OF 15°29'14" AND A CHORD OF S69°27'05"E 323.26' TO A ROD FOUND; THENCE S77°11'42"E 16.11' TO A POINT, SAID POINT BEING N77°10'35"W 0.82' FROM A ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1260.00', AN ARC LENGTH OF 950.87', AN INCLUDED ANGLE OF 43°14'19" AND A CHORD OF S55°34'33"E 928.46' TO A ROD FOUND ON THE WEST LINE OF KOGER CENTER BOULEVARD; THENCE S33°57'23"E 424.99' TO A POINT, SAID POINT BEING N56°25'05"E 0.39' FROM A ROD FOUND; THENCE LEAVING THE WEST LINE OF KOGER CENTER BOULEVARD S56°02'37"W 246.13' TO A ROD FOUND; THENCE S13°54'39"E 42.98' TO A ROD FOUND; THENCE S48°03'55"W 325.66' TO A ROD FOUND; THENCE N84°33'35"W 164.02' TO A POINT, SAID POINT BEING N36°18'35"E 0.39' FROM A ROD FOUND; THENCE N84°38'15"W 102.57' TO A POINT, SAID POINT BEING S29°11'16"W 0.49' FROM A ROD FOUND; THENCE S06°40'05"E 183.39' TO A ROD SET; THENCE S82°13'35"W 134.55' TO A ROD SET; THENCE S06°46'43"E 289.00' TO A POINT ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60), SAID POINT BEING S29°39'01"W 0.21' FROM A ROD FOUND AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 41.236 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA".

Less and except:

## HOME DEPOT U.S.A., INC.

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST KOGER CENTER BOULEVARD, SAID POINT BEING 457.28' FROM THE EAST LINE OF MALL DRIVE (ROUTE 819), SAID POINT BEING N08°38'49"E 0.41' FROM A ROD FOUND AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 628.64', AN ARC LENGTH OF 348.94', AN INCLUDED ANGLE OF 31°48'12" AND A CHORD OF S77°36'34"E 344.48' TO A ROD FOUND; THENCE S61°42'28"E 18.85' TO A ROD FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1199.58', AN ARC LENGTH OF 324.25', AN INCLUDED ANGLE OF 15°29'14" AND A CHORD OF S69°27'05"E 323.26' TO A ROD FOUND; THENCE S77°11'42"E 16.11' TO A POINT, SAID POINT BEING N77°10'35"W 0.82' FROM A ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1260.00', AN ARC LENGTH OF 15.68', AN INCLUDED ANGLE OF 00°42'47" AND A CHORD OF S76°50'19"E 15.68' TO A ROD FOUND; THENCE S06°51'26"E 346.02' TO A ROD SET; THENCE S82°44'38"W 24.13' TO A ROD SET; THENCE S07°15'22"E 162.33' TO A ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', AN ARC LENGTH OF 6.55', AN INCLUDED ANGLE OF 12°30'14" AND A CHORD OF S01°00'15"E 6.53' TO A ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 341.63', AN ARC LENGTH OF 140.61', AN INCLUDED ANGLE OF 23°34'52" AND A CHORD OF S17°02'19"W 139.62' TO A ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 49.40', AN ARC LENGTH OF 47.25', AN INCLUDED ANGLE OF 54°48'32" AND A CHORD OF S56°04'01"W 45.47' TO A ROD SET; THENCE S82°44'20"W 275.54' TO A ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 507.56', AN ARC LENGTH OF 93.22', AN INCLUDED ANGLE OF 10°31'23" AND A CHORD OF N88°05'59"W 93.09' TO A ROD SET; THENCE N79°50'12"W 67.10' TO A ROD SET; THENCE N78°43'01"W 62.10' TO A LEAD HUB AND TACK SET; THENCE N06°51'26"W 848.13' TO A ROD FOUND; THENCE N50°41'25"W 66.57' TO A POINT ON THE SOUTH LINE OF WEST KOGER CENTER BOULEVARD, SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 11.067 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA".

## TOY'S "R" US - DELAWARE, INC. (PARCEL 1)

BEGINNING AT A ROD SET ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60); SAID POINT BEING 1252.59' FROM THE WEST LINE OF KOGER CENTER BOULEVARD, AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE S82°13'35"W 33.17' TO A ROD SET; THENCE LEAVING THE NORTH LINE OF MIDLOTHIAN TURNPIKE N07°34'33"W 338.55' TO A POINT; THENCE N09°37'26"W 135.14' TO A POINT; THENCE N07°25'53"W 74.36' TO A POINT; THENCE N83°32'14"E 275.75' TO A POINT; THENCE N07°58'33"W 39.89' TO A POINT; THENCE N48°05'06"E 35.15' TO A POINT; THENCE S41°54'54"E 61.05' TO A POINT; THENCE S48°04'17"E 197.43' TO A POINT; THENCE N41°54'54"W 36.06' TO A POINT; THENCE N48°05'06"E 214.15' TO A POINT; THENCE N33°57'23"W 8.46' TO A POINT; THENCE N56°02'37"E 312.36' TO A POINT ON THE WESTERN LINE OF KOGER CENTER BOULEVARD; THENCE ALONG THE WESTERN LINE OF KOGER CENTER BOULEVARD S33°57'23"E 235.50' TO A POINT, SAID POINT BEING N56°25'05"E 0.39' FROM A ROD FOUND; THENCE LEAVING THE WESTERN LINE OF KOGER CENTER BOULEVARD S56°02'37"W 246.13' TO A ROD FOUND; THENCE S13°54'39"E 42.98' TO A ROD FOUND; THENCE S48°03'55"W 325.66' TO A ROD FOUND; THENCE N84°33'35"W 164.02' TO A POINT, SAID POINT BEING N36°18'35"E 0.39' FROM A ROD FOUND; THENCE N84°38'15"W 102.57' TO A POINT, SAID POINT BEING S29°11'16"E 0.49' FROM A ROD FOUND; THENCE N06°40'05"W 23.91' TO A POINT; THENCE S83°32'14"W 245.86' TO A POINT; THENCE S29°58'57"W 28.67' TO A POINT; THENCE S08°59'24"E 159.29' TO A POINT; THENCE S07°57'02"E 319.91' TO A ROD SET ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60), SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 4.797 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA"

TOY'S "R" US - DELAWARE, INC. (PARCEL 2)

BEGINNING AT A POINT ON THE WEST LINE OF KOGER CENTER BOULEVARD, SAID POINT BEING 1031.31' FROM THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60), AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING; THENCE S56°02'37"W 312.36' TO A POINT; THENCE S33°57'23"E 8.46' TO A POINT; THENCE S48°05'06"W 214.15' TO A POINT; THENCE S41°54'54"E 36.06' TO A POINT; THENCE S48°04'17"W 197.43' TO A POINT; THENCE N41°54'54"W 61.05' TO A POINT; THENCE N48°05'06"E 107.43' TO A POINT; THENCE N41°54'54"W 79.00' TO A POINT; THENCE N48°04'23"E 299.04' TO A POINT; THENCE N56°02'37"E 221.87' TO A POINT; THENCE N33°57'23"W 44.39' TO A POINT; THENCE N48°29'45"E 110.90' TO A POINT ON THE WESTERN LINE OF KOGER CENTER BOULEVARD; THENCE ALONG THE WESTERN LINE OF KOGER CENTER BOULEVARD S33°57'23"E 152.79' TO A POINT, SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 1.771 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA"

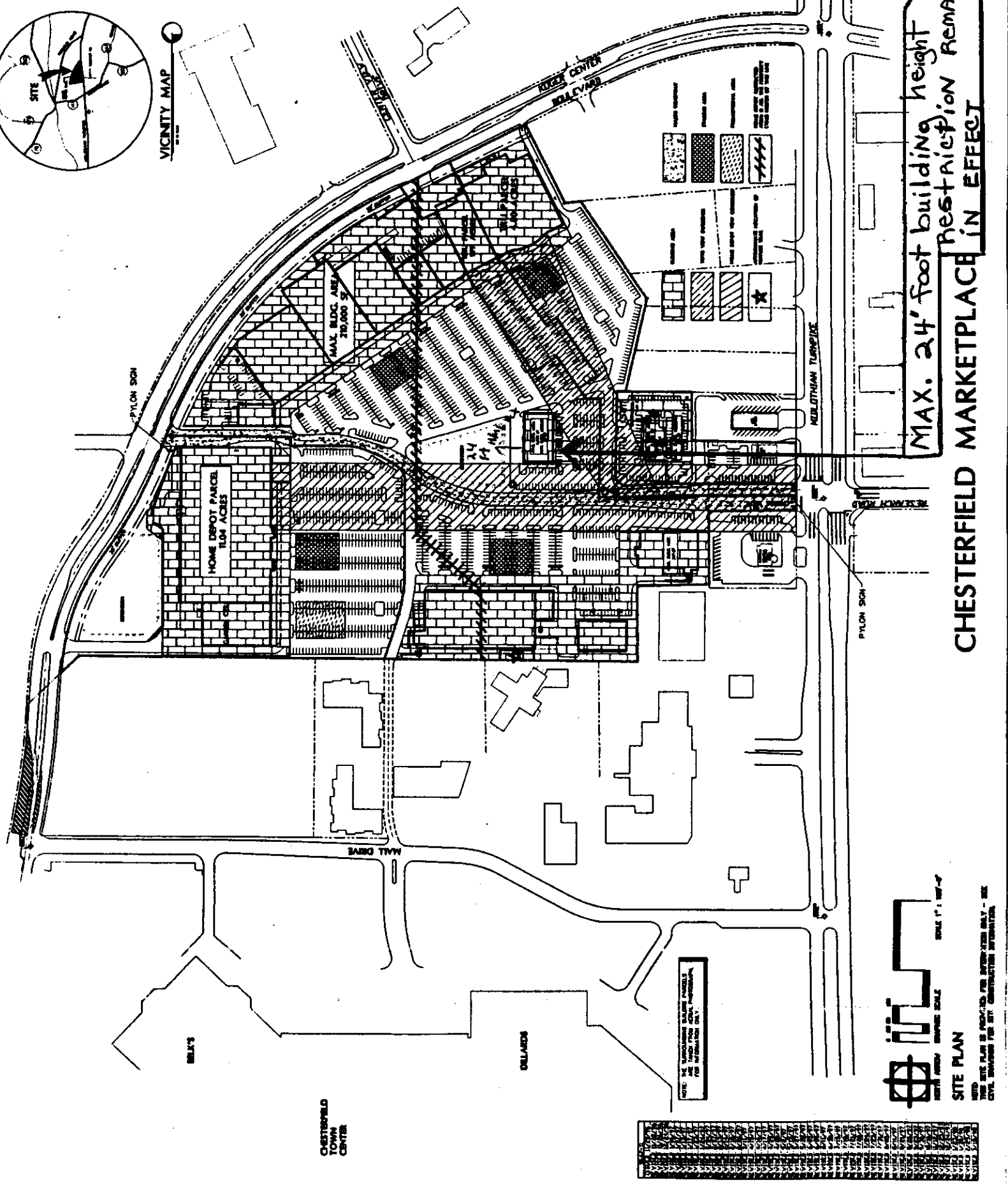
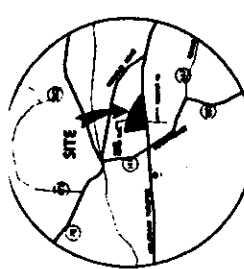


EXHIBIT "C"  
REVISED SITE PLAN

# EXHIBIT C

## PROJECT DATA

SITE DATA	
TOTAL SITE AREA	4.34 ACRES
BUILDING DATA	
BASEMENT	1.00 ACRES
1ST FLOOR	1.00 ACRES
2ND FLOOR	1.00 ACRES
3RD FLOOR	1.00 ACRES
4TH FLOOR	1.00 ACRES
5TH FLOOR	1.00 ACRES
6TH FLOOR	1.00 ACRES
7TH FLOOR	1.00 ACRES
8TH FLOOR	1.00 ACRES
9TH FLOOR	1.00 ACRES
10TH FLOOR	1.00 ACRES
11TH FLOOR	1.00 ACRES
12TH FLOOR	1.00 ACRES
13TH FLOOR	1.00 ACRES
14TH FLOOR	1.00 ACRES
15TH FLOOR	1.00 ACRES
16TH FLOOR	1.00 ACRES
17TH FLOOR	1.00 ACRES
18TH FLOOR	1.00 ACRES
19TH FLOOR	1.00 ACRES
20TH FLOOR	1.00 ACRES
21ST FLOOR	1.00 ACRES
22ND FLOOR	1.00 ACRES
23RD FLOOR	1.00 ACRES
24TH FLOOR	1.00 ACRES
25TH FLOOR	1.00 ACRES
26TH FLOOR	1.00 ACRES
27TH FLOOR	1.00 ACRES
28TH FLOOR	1.00 ACRES
29TH FLOOR	1.00 ACRES
30TH FLOOR	1.00 ACRES
31ST FLOOR	1.00 ACRES
32ND FLOOR	1.00 ACRES
33RD FLOOR	1.00 ACRES
34TH FLOOR	1.00 ACRES
35TH FLOOR	1.00 ACRES
36TH FLOOR	1.00 ACRES
37TH FLOOR	1.00 ACRES
38TH FLOOR	1.00 ACRES
39TH FLOOR	1.00 ACRES
40TH FLOOR	1.00 ACRES
41ST FLOOR	1.00 ACRES
42ND FLOOR	1.00 ACRES
43RD FLOOR	1.00 ACRES
44TH FLOOR	1.00 ACRES
45TH FLOOR	1.00 ACRES
46TH FLOOR	1.00 ACRES
47TH FLOOR	1.00 ACRES
48TH FLOOR	1.00 ACRES
49TH FLOOR	1.00 ACRES
50TH FLOOR	1.00 ACRES
51ST FLOOR	1.00 ACRES
52ND FLOOR	1.00 ACRES
53RD FLOOR	1.00 ACRES
54TH FLOOR	1.00 ACRES
55TH FLOOR	1.00 ACRES
56TH FLOOR	1.00 ACRES
57TH FLOOR	1.00 ACRES
58TH FLOOR	1.00 ACRES
59TH FLOOR	1.00 ACRES
60TH FLOOR	1.00 ACRES
61ST FLOOR	1.00 ACRES
62ND FLOOR	1.00 ACRES
63RD FLOOR	1.00 ACRES
64TH FLOOR	1.00 ACRES
65TH FLOOR	1.00 ACRES
66TH FLOOR	1.00 ACRES
67TH FLOOR	1.00 ACRES
68TH FLOOR	1.00 ACRES
69TH FLOOR	1.00 ACRES
70TH FLOOR	1.00 ACRES
71ST FLOOR	1.00 ACRES
72ND FLOOR	1.00 ACRES
73RD FLOOR	1.00 ACRES
74TH FLOOR	1.00 ACRES
75TH FLOOR	1.00 ACRES
76TH FLOOR	1.00 ACRES
77TH FLOOR	1.00 ACRES
78TH FLOOR	1.00 ACRES
79TH FLOOR	1.00 ACRES
80TH FLOOR	1.00 ACRES
81ST FLOOR	1.00 ACRES
82ND FLOOR	1.00 ACRES
83RD FLOOR	1.00 ACRES
84TH FLOOR	1.00 ACRES
85TH FLOOR	1.00 ACRES
86TH FLOOR	1.00 ACRES
87TH FLOOR	1.00 ACRES
88TH FLOOR	1.00 ACRES
89TH FLOOR	1.00 ACRES
90TH FLOOR	1.00 ACRES
91ST FLOOR	1.00 ACRES
92ND FLOOR	1.00 ACRES
93RD FLOOR	1.00 ACRES
94TH FLOOR	1.00 ACRES
95TH FLOOR	1.00 ACRES
96TH FLOOR	1.00 ACRES
97TH FLOOR	1.00 ACRES
98TH FLOOR	1.00 ACRES
99TH FLOOR	1.00 ACRES
100TH FLOOR	1.00 ACRES



NORTH AMERICAN PROPERTIES-ATLANTA  
5780 Peachtree-Dunwoody Road  
Atlanta, GA 30342  
404-303-1344



**MAX. 24' foot building height restriction remains in effect**  
**CHESTERFIELD MARKETPLACE IN EFFECT**

**SITE PLAN**  
SCALE: 1" = 100'-0"  
THIS SITE PLAN IS PROVIDED FOR INFORMATION ONLY - SEE CIVIL DRAWINGS FOR CITY CONSTRUCTION INFORMATION.

# EXHIBIT C

**EXHIBIT "D"**

**LEGAL DESCRIPTION OF OUTPARCEL #2**

**OUTPARCEL 2**

BEGINNING AT A ROD SET ON THE NORTH LINE OF MIDLOTHIAN TURNPIKE (U.S. ROUTE 60); SAID POINT BEING 1252.59' FROM THE WEST LINE OF KOGER CENTER BOULEVARD, AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING OF TOYS "R" US PARCEL 1; THENCE N07°57'02"W 301.88' TO A POINT, SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING OF THIS PARCEL; THENCE N07°57'02"W 18.03' TO A POINT; THENCE N08°59'24"W 159.29' TO A POINT; THENCE N29°58'57"E 28.67' TO A POINT; THENCE N83°32'14"E 245.86' TO A POINT; THENCE S06°40'05"E 207.30' TO A ROD SET; THENCE S82°13'35"W 242.91' TO A POINT THENCE N52°57'02"W 18.33' TO A POINT, SAID POINT BEING THE TRUE AND ACTUAL POINT OF BEGINNING; CONTAINING 1.247 ACRES AS SHOWN ON A PLAT OF SURVEY BY TIMMONS DATED JULY 23, 1997, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING 41.236 ACRES OF LAND SITUATED ALONG THE NORTH LINE OF MIDLOTHIAN TURNPIKE AND THE WEST LINE OF KOGER CENTER BOULEVARD, MIDLOTHIAN DISTRICT, CHESTERFIELD COUNTY, VIRGINIA".

EXHIBIT "E"

EXCLUSIVES CURRENTLY ENCUMBERING THE TOYS' PARCEL, KIDS' PARCEL  
AND OUTPARCEL #2

Notwithstanding anything contained in this Exhibit "E", no Exclusives herein described shall encumber or restrict the Home Depot Parcel

TJMAXX-

Landlord agrees, during the term of this Lease, no other single premises in the Shopping Center (excluding a typical Old Navy store, a typical Linens 'N Things store, a typical Goody's store, a typical Stein Mart store (but not both a Goody's and Stein Mart store) and a typical Kids R Us store, and excluding the premises owned by Home Depot while not owned by Landlord or its affiliate) shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel, but excluding shoes and excluding one full-line sporting goods store, including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of apparel.

RHODES-

No other occupant of the Shopping Center (other than the owner of the Home Depot Parcel) for the primary purpose of the sale of furniture, mattresses, or bedroom furniture or for the primary sale of dinette sets or other breakfast room furniture.

LINENS 'N THINGS-

During the Term, Landlord represents, warrants, covenants, and agrees that, within the Shopping center, no premises (other than the Premises and the owner of the Home Depot Parcel (as shown on the Site Plan)) shall be leased, rented, used or occupied for the operation of a store which devotes more than ten (10%) percent of its sales floor area to items comprising the Permitted Use. For purposes hereof, the term "Permitted Use" shall mean:

- (1) Bed linens and related items: sheets, comforters, comforter covers, bedspreads, drapes blinds, decorative pillows, blankets, bed pillows and mattress pads.
- (2) Bath accessories: towels, shower curtains, waste baskets, hampers, and bathroom rugs.

- (3) Kitchen and tabletop items: cookware, cutlery, kitchen gadgets, dinnerware, flatware and glassware.
- (4) Small electric appliances (such as blenders, coffee makers and toaster ovens).
- (5) Basic housewares: storage items closet-related items (such as hangers, organizers, shoe racks), general housewares (such as brooms, garbage pails and ironing boards) and lifestyle accessories (such as lamps, chairs, wicker, silk and dried flowers).

#### **SPORT SHOE/JUST FOR FEET-**

Provided Tenant is operating in the Premises and is engaged primarily in the sale of athletic footwear:

- (i) no other space owned or available for lease by Landlord in the Shopping Center (other than the Home Depot Parcel) shall be leased to a tenant or used by any entity whose primary and principal business shall be the retail sale of athletic footwear; and
- (ii) exclusive of the Premises, no more than one thousand (1,000) square feet of area (including vertical display area which shall be measured for the purposes of this restriction as if same were horizontal and storage area devoted to such footwear) shall be used for the display and sale, and storage pursuant thereto, of athletic footwear in the Shopping Center (other than the Home Depot Parcel)

#### **STAPLES-**

No other premises on Shopping Center (other than the Home Depot Parcel) shall be used for primarily the sale or leasing of office supplies, office equipment (including computers) and office services (including copying and printing).

**PETSMART-** During the Term of the Lease and for a period of two (2) years thereafter, Tenant shall have the exclusive right to conduct any portion of its Primary Business in the Shopping Center, and all other tenants or other occupants of any portion of the Landlord's Parcel and the Outparcel(s) shall be prohibited from engaging in any portion of such Primary Business. The term "Tenant's Primary Business" shall mean the retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals), (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto, (iii) services related to pets and animals, such as grooming, boarding

and veterinary services, (iv) products relating to nature and the environment and (v) educational products and services related to any of the foregoing and office and storage uses incidental to the foregoing.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 8 DAY OF APR 1998, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE...., ADMITTED TO RECORD AT 12:54 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK