

STATE OF INDIANA
PORTER COUNTY
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LINDA D. TRINKLER
RECORDER

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I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Affirmed by: Holly H. Lewis

**DECLARATION OF
RESTRICTIONS AND EASEMENTS**

ROUTE 6 AND AUGUSTA, PORTAGE, INDIANA

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DECLARATION OF
RESTRICTIONS AND EASEMENTS

ROUTE 6 AND AUGUSTA, PORTAGE, INDIANA

STATE OF INDIANA §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF PORTER §

This Declaration of Restrictions and Easements (the "**REA**") is made and entered into as of the ~~14th~~ day of ~~June~~^{July}, 2006 by RB Augusta, LLC, a Delaware limited liability company, with offices at 1315 West 22nd St., Suite 250 Oak Brook, IL 60523, its successors and assigns ("**Declarant**") and Menard, Inc., a Wisconsin corporation, with offices at 4777 Menard Drive, Eau Claire, Wisconsin 54703 ("**Menard**").

RECITALS

WHEREAS, Declarant currently owns all of that certain real property comprising approximately 17.17 acres of land located in the City of Portage, Illinois, as described on Exhibit "A" and shown on Exhibit "B" (the "Site Plan") as Lots 1, 2, 3, 4, 5, 6, 7, Outlot A and Augusta Boulevard, both attached hereto and made a part hereof (collectively, the "Declarant Parcels");

WHEREAS, Menard currently owns all of that certain real property comprising approximately 16.56 acres of land located in the City of Portage, Illinois, as described on Exhibit "A-1" and shown on the Site Plan as Lot 8 (the "Menard Parcel");

WHEREAS, the Declarant Parcels and the Menard Parcel are collectively referred to herein as the "**Shopping Center**".

WHEREAS, Declarant and Menard desire to establish and create certain restrictions and mutual access and easement rights to facilitate the mutually beneficial development and operation of the Shopping Center.

NOW, THEREFORE, Declarant and Menard hereby declare, adopt, grant, and establish that the Shopping Center shall be held, leased, occupied, maintained, altered, improved, sold and conveyed subject to the easements and restrictions described below.

ARTICLE 1

DEFINITIONS

1.1 Definitions. When used in this REA, the following terms shall have the meaning set forth below.

"Access Drives" shall mean the two (2) drives within the Shopping Center, one of which is reflected as Augusta Boulevard on the Site Plan, and the other is reflected on the Site Plan as Barbara Avenue, as same may be constructed, maintained and modified from time to time.

"Building Area" shall mean such portion of the Declarant Parcels as approved by Declarant in accordance with Section 3.1 hereof, within which buildings may be constructed, placed or located. Except for the portion of the Menard Parcel that is located within Barbara Avenue as shown on the Site Plan, the entire portion of the Menard Parcel is a Building Area.

"Common Areas" shall mean (a) the following areas within the Declarant Parcels: (i) all parking areas; (ii) all roadways and driveways; (iii) all sidewalks and walkways; (iv) all landscaped and planted areas; (v) Augusta Boulevard, until such time as Augusta Boulevard is dedicated to the City of Portage by Declarant; and (vi) other areas provided for the convenience of all of the Parties, Occupants and Permittees excluding, however, Building Areas and other similar facilities exclusively appropriate for the use of a single Occupant, and (b) the portion of Barbara Avenue, as shown on the Site Plan within Lot 8. Those portions of the Building Area on each Lot which are not from time to time used or cannot under the terms of this REA be used for buildings shall become part of the Common Areas for the uses permitted hereunder and shall be improved, kept and maintained as provided in this REA; provided further, an area converted to Common Areas may be converted back to Building Area by its development as Building Area, if, at the time of the conversion back to Building Area, it meets the requirements of this REA.

"Common Area Improvements" shall mean all improvements that would be part of the "Common Areas" or the "Menard Common Areas", and all improvements constructed from time to time in replacement of the same pursuant to this REA.

"Common Utilities" shall mean the areas within the Shopping Center which are installed to provide the applicable service to more than one Lot, including, but not limited to, storm sewers, open drainage swales, storm water collection detention areas, sanitary sewers, water mains, gas mains, conduits, cables, poles and underground or overhead wires, with all necessary braces, guys, anchors, and other appurtenances, telephone and electric lines (excluding those utilities which are dedicated and maintained by the City of Portage, if any).

"Constant Dollar" shall mean the present value of the dollars to which such phrase refers. The first adjustment of Constant Dollars shall occur on January 1, 2010, and Constant Dollars shall be adjusted every five (5) years thereafter. Constant Dollars shall be determined by multiplying the dollar amount 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.

a. "Base Index Number" shall mean the level of the Index for January, 2006.

b. "Current Index Number" shall mean the level of the Index for the month of December of the year preceding the adjustment year.

c. "Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or if publication of the Index is discontinued, a substitute index selected by the Approving Parties of comparable statistics 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.

"Effective Date" shall mean the date that this Agreement shall become effective, which date shall be the date that this Agreement is recorded in the appropriate recording office in and for Porter County, Indiana.

"Excusable Delays" shall have the meaning set forth in Section 9.20 of this REA.

"Lienholder" shall mean a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust holding a lien made in good faith and for value on any portion of the Shopping Center.

"Lot" and "Lots" means, respectively, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Outlot A or Augusta Boulevard, individually, and Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Outlot A and Augusta Boulevard, collectively.

"Menard Common Areas" shall mean the following areas within Lot 8: (i) all Access Drives, and (ii) all Common Utilities (excluding those utilities which are dedicated to and maintained by the City of Portage, if any).

"Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Shopping Center under an ownership right, or any lease, sublease, license, concession, or other similar agreement.

"Operator" shall initially mean the Declarant, as the owner of Lot 6, or its designee or assignee. The Person designated as the Operator shall serve in such capacity until it resigns or is removed by the mutual consent of the owner of Lot 6 and the owner of Lot 8. Before any Person who is not a Party can become the Operator, such Person must sign an agreement reasonably acceptable to the owner of Lot 6 and the owner of Lot 8 in which such Person acknowledges and agrees to its obligations pursuant to this Agreement.

"Outlot" and "Outlots" means, respectively, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 or Lot 7 individually, and Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 7 collectively.

"Owner" means an owner of the fee simple interest in any Lot.

"Party" shall mean the owner of the fee simple interest in any of the Lots and their respective successors and assigns who become owners of any portion of the Shopping Center; provided, however, unless otherwise set forth in this REA, the term "Party" shall not include any Lienholder or any Occupant or Person other than a Party. Each Party shall, subject to the limitations of Section 7.3 below, be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Shopping Center owned and/or leased by it that accrue during the period of such ownership. A Party transferring all or any portion of its interest in an Outlot shall give written notice in recordable form to the Declarant of such transfer and shall include therein the name and address of the new Party and a copy of the legal description of the Outlot transferred. Such Party shall record such notice of transfer promptly upon such transfer. Each Party shall enjoy the benefits imposed on such Party's property by this REA including but not limited to the right to enforce the terms and conditions of the REA and shall be subject to the burdens imposed by this REA.

"Parcel" and "Parcels" means, respectively, Lot 6 or Lot 8, individually, and Lot 6 and Lot 8, collectively.

"Permittee" shall mean any Occupant and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupant insofar as such person's activities relate to Occupant's intended use of the Shopping Center. Among others, persons engaging in the following activities in the Common Areas of the Shopping Center will not be considered to be Permittees: (i) exhibiting any placard, sign, or notice; (ii) distributing any circular, handbill, placard, or booklet; (iii) soliciting memberships or contributions; and (iv) failing to follow regulations relating to the use of the Shopping Center.

"Person" shall mean any individual, partnership, firm, association, corporation, trust, trustee, limited liability company, or any other form of business or government entity.

"Shopping Center" means Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Outlot A and Augusta Boulevard collectively.

"Utility Lines" shall mean those facilities and systems that are installed for the transmission of utility services, including, but not limited to, storm sewers, open drainage swales, storm water collection detention areas, sanitary sewers, water mains, gas mains, conduits, cables, poles and underground or overhead wires, with all necessary braces, guys, anchors, and other appurtenances, telephone and electric lines. **"Common Utility Lines"** shall mean those utility lines that are installed to provide the applicable service to more than one Lot. The storm water collection and retention and distribution facilities, shall be deemed to be Common Utility Lines. **"Separate Utility Lines"** shall mean those utility lines that are installed to provide the applicable service to an individual Lot. For the purpose of this REA, the portion of a Utility Line extending between a Common Utility Line and a building shall be considered a Separate Utility Line.

ARTICLE 2.

EASEMENTS

2.1 Ingress, Egress and Parking. (a) During the term of this REA, each Party, with the exception of the Lot 8 owner, hereby grants and conveys to each other Party, with the exception of the Lot 8 owner, for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive perpetual easement for (i) the passage of vehicles over and across those parking areas, access drives and curb cuts, (ii) the passage and accommodation of pedestrians over and across the parking areas, access drives, and sidewalk areas of the Lots, which access drives are shown on Exhibit "B" as the same may from time to time be constructed, maintained and modified for such use, and (iii) parking of vehicles within the various parking areas located in the Shopping Center (excluding those parking spaces designated by Declarant as reserved parking). Such easement rights shall be subject to the other provisions contained in this REA. Notwithstanding the preceding sentence, the parties acknowledge and agree that the Lots must satisfy independently the parking ratio requirements set forth in applicable laws, regulations, variances and ordinances as set forth in Section 6.9 below.

(b) During the term of this REA, each Party hereby grants and conveys to each other Party, for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive perpetual easement for the passage of vehicles and the accommodation of pedestrians over and across the Access Drives.

(c) Each Party further reserves the right to close off the portion of the Common Areas located on its Lot, or with respect to Lot 8 the portion of the Menard Common Areas, for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Areas, or the Menard Common Areas, as the case may be, as herein provided, such Party shall give written notice to each other Party of its intention to do so, and shall attempt to coordinate such closing with each other Party so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

2.2 Utilities.

(a) Intentionally Deleted.

(b) Intentionally Deleted.

(c) Except as otherwise required by governmental authorities, each Parcel owner shall service, maintain, repair and replace, and pay the cost of any fees or charges in connection therewith for utilities lines located on such owner's Parcel if such utility lines service only the improvements on that Parcel. To the extent that any utility lines servicing any Parcel cross another owner's Parcel, such utility lines shall be serviced, maintained, repaired and replaced by the party served by the utility lines, at such benefited party's sole cost and expense, subject to the other terms of this Agreement. The service, maintenance, repair and replacement of any portion of any utility lines serving more than one Parcel shall be performed by the Parcel owner owning the largest share of the Parcels served by such utility lines. Each Parcel owner served by such a

utility line shall reimburse the Parcel owner performing such service, maintenance, repair and replacement for such owner's proportionate share of the reasonable cost thereof. Such proportionate share shall be a fraction, the numerator of which shall be the total acreage of all Parcels owned by such contributing owner which are served by such utility line, and the denominator of which shall be the total acreage of all Parcels served by such utility line.

(d) It is understood and agreed that any owner of an Outlot shall have the right, at his sole cost and expense, to tie into utility facilities that are located within the Common Areas. Any disruption or demolition of a servient Lot by reason of the use of this easement shall be kept to a minimum, which shall not exceed one (1) day in duration, unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as reasonably required and such area forthwith shall be promptly restored by the dominant Lot owner, as the case may be, to its original condition at no expense to the servient Lot owner.

(e) Except for utilities set forth in the civil plans prepared by DVG, Inc., and dated June 29, 2006, or utilities for electric, gas and phone installed in connection with the initial development of Lot 8, any dominant Lot owner who has the right and desires to use the easements set forth in this Section 2.2 shall provide the servient Lot owner with a copy of the plans and specifications for the improvements contemplated to be installed or constructed on such servient Lot, and the dominant Lot owner covenants not to commence construction of such improvements without the written consent of the servient Lot owner, which consent shall not be unreasonably withheld or delayed, provided however that if the servient Lot owner does not respond in writing within fifteen (15) days of such request then such request shall be deemed to have been approved by the servient Lot owner and the dominant Lot owner may proceed with installation or construction of the contemplated improvements.

(f) The dominant Lot owner shall defend, indemnify and hold the servient Lot owner harmless from and against all claims, liens, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs) incurred by or asserted against the servient Lot owner arising out of the dominant Lot owner's exercise of any of the easements set forth in this Section 2.2, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the servient Lot owner.

(g) Each Owner shall repair and maintain in good condition all utility facilities located on its Lot that serve only its Lot unless the same are dedicated to and accepted for maintenance by a public or quasi-public utility or authority.

(h) Each Lot shall be separately metered. Each Party shall pay when due directly to the appropriate utility or entity, all utility and other related charges (such as water and sewer charges) which may be levied, assessed or charged against its Lot and the buildings and improvements thereon. In the event any utilities are not separately billed, such Party shall pay its pro rata share of such utilities to Declarant within thirty (30) days after receipt of a request for payment from Declarant.

(i) No Party shall have access (except in an emergency where access shall be permitted with reasonable notice considering the circumstances of the emergency), to Common Utility Lines located on another Lot without fourteen (14) days written notice to such other Lot with Owner describing the need for such access, the proposed location of the work to be performed, nature of service to be provided, proposed commencement and completion dates and a contractor's certificate of insurance as required herein. If Common Utilities are located within the enclosed yard area on Lot 8, access shall be additionally limited to normal business hours.

(j) Upon request by a Parcel Owner, and at such Owner's sole cost, the other Owners shall execute a recordable instrument reflecting the specific location of any Common Utility Lines or Separate Utility Lines utilized by such Owners and located on the requesting Owner's Parcel.

2.3 Construction. Declarant hereby establishes and grants to each of the Declarant Parcels a nonexclusive easement over the Declarant Parcels to permit the temporary occupation of the servient Lot in order to facilitate the construction or maintenance of the improvements on the dominant Lot, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements, including, without limitation, traffic flow, on the servient Lot, and further provided that this easement shall not permit the storage of materials or equipment on the servient Lot. In addition, said surface and improvements shall be promptly restored by said dominant Lot owner to their condition just prior to the disturbance. All Owners are required to stage on their respective Lot. Prior to commencing any construction activities the grantee shall obtain, or require its contractor to obtain, and thereafter maintain so long as construction activity is occurring, insurance requirements set forth in Section 8. This easement shall terminate upon completion of the Building Area improvements on the dominant Lots. Each owner of a Lot grants an easement to the other Lot owners hereto to permit surface drainage of water from one Lot to another Lot, and no owner of a Lot will obstruct the flow of surface drainage so as to create a flooding condition on another Lot; provided, however, this easement shall not prohibit the placement of curbs upon a Lot.

2.4 Drainage Easement: Declarant hereby grants to the other Parties, for the benefit of all the Shopping Center, the Owners of the same and all of the respective Permittees, in common with all others entitled to use the same, a perpetual, non-exclusive easement for the use of the storm water detention pond to be constructed on Outlot A for storm water drainage. Declarant hereby covenants that the detention pond to be constructed on Outlot A will provide at least 3.04 acre-feet capacity for Lot 8. Once the construction of the detention pond is completed on Outlot A, any changes or modifications to the detention pond that would modify the capacity, performance or ability of Lot 8 to use the pond as provided for in this Section 2.4, other than changes or modifications required by any governmental authority, shall be approved by the Owner of Lot 8, which approval shall not be unreasonably withheld, conditioned or delayed.

2.5 Dominant and Servient Estates: Each easement granted pursuant to the provisions hereof is expressly for the benefit of the Lot of the grantee, and the Lot so benefited shall be the dominant estate and the Lot upon which such easement is located shall be the servient estate, but where only a portion thereof is bound and burdened, or benefited by a

particular easement, only that portion so bound and burdened, or benefited, as the case may be, shall be deemed to be the servient or dominant estate, as the case may be. Any easement granted pursuant to the provisions of this Article may be terminated by the written agreement of all the Owners of the dominant and servient estates as to the easement in question.

2.6 Use of Easements: Each of the Parties shall use the easements granted under this Article in a manner that will not unreasonably interfere with the use of the same easement area by the grantor Owner or by any other grantee Owner. If any portion of the grantor Owner's Lot, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed as a result of any construction activities or other activities performed by or on behalf of a grantee Owner pursuant to the easements granted herein, said surface and improvements shall be promptly restored by said grantee Owner to their condition just prior to the disturbance, at said grantee Owner's sole cost and expense. The use by any grantee Owner of any easement area granted herein shall not cause the grantor Owner to be in violation of any law or ordinance.

ARTICLE 3.

GENERAL CONSTRUCTION REQUIREMENTS

3.1 Construction Approvals. Prior to commencement of construction of any improvements within the Shopping Center or undertaking any on-site pre-development work (such as grading or demolition of existing improvements) or any material alterations to such improvements, each Owner agrees to obtain the prior written consent of Declarant to each of the following: (a) a site plan showing the location of all proposed improvements to be constructed on the Lot, including, but not limited to, a footprint of any proposed buildings, the location of any proposed trash dumpsters and compactors (including screening), parking areas, drives, and curb cuts; (b) a grading plan for the Lot; (c) a utility plan showing the location of all utilities (which must be below ground on the Lot); (d) elevations and preliminary plans and specifications showing the exterior design, building materials, height, and the size of the improvements, including, but not limited to, the location of any trash dumpsters, compactors or the like (which dumpsters or compactors must be screened from public view in a manner reasonably satisfactory to Declarant); (e) a sign plan showing the location, size, and height of all exterior signage; and (f) a parking plan showing sufficient ground level parking spaces in order to comply with the number of parking spaces required by applicable law (the "Parking Requirements")[(a) through (f) above are sometimes collectively referred to herein as the "Plans"].

Unless otherwise agreed to by Declarant, all Plans, including without limitation, any diagrams, schedules, specifications and other data required to be furnished by each Owner under this REA must be submitted to Declarant complete, sufficient to obtain a shell building permit, and ready for Declarant's consideration and final approval within forty-five (45) days after a closing of the purchase of such Owner's Lot. Owner shall be prohibited from doing any construction on its Lot until submittal and approval of its Plans. Declarant shall respond with its consent or disapproval within fifteen (15) days after an Owner submits full and complete Plans to Declarant. If Declarant does not respond within said fifteen (15) days, the Plans shall be deemed disapproved. If the Plans are disapproved, Declarant shall note the reasons for such

disapproval. Notwithstanding the foregoing, the Menard Parcel including any present and future owners thereof, shall not be subject to this Section 3.1.

3.2 Construction to Proceed in Reasonable Manner; Coordination of Construction. Each Owner shall perform its construction so as not to unreasonably: (a) interfere with any other construction being performed within the Shopping Center; (b) interfere with the other Parties' operations and rights as contemplated by this REA; or (c) impair the use, occupancy or enjoyment of the Shopping Center by any Occupant and/or its Permittees. All improvements, except for improvements to be constructed on Lot 8, shall be constructed in substantial accordance with the Plans approved by Declarant in accordance with Section 3.1. Each Owner, with respect to its respective construction, shall use all reasonable efforts to cause its architects, engineers and contractors to cooperate and coordinate its construction with the architects, engineers, contractors and construction work of the other Party to the extent reasonably practicable, so as to achieve the objectives set forth in this Section. Construction trailers and shacks, other temporary improvements and construction materials and equipment shall not be located on a Lot any sooner than thirty (30) days prior to commencement of construction on such Lot and thereafter shall remain located thereon only during such times as construction is actively being conducted thereon. Each Owner shall be responsible for the cleanup of any siltation or dirt which is dispersed on any adjacent Lot, sidewalk, drive aisle or roadway. If an Owner is not responsive on their timeliness of cleanup, Declarant shall have the right to use any necessary measures to clean up the infraction and all such reasonable costs borne by Declarant will be billed to the Owner.

3.3 Intentionally Deleted.

3.4 Safety Matters: Indemnification. Each Owner shall (or in the case of item (a) below, shall require its contractor(s) to):

(a) Take all safety measures reasonably required to protect the other Parties, the public and all Permittees and its property from injury or damage caused by or resulting from the performance of its construction;

(b) Indemnify, hold harmless and (at the election of the other Parties) defend the other Parties and all Permittees (with counsel reasonably acceptable to the other Parties) from all claims, costs, losses, expenses and liabilities (including, without limitation, attorneys' fees and litigation costs) arising from the death of, injury, loss or damage whatsoever caused to, any natural person or to the property of any person arising out of, or in connection with, or as a result of its construction (the foregoing indemnification does not apply to the extent that the death, injury, loss or damage is caused by the negligence, wrongful act or omission, or fault of the indemnitee or its contractors); and

(c) Indemnify, hold harmless and (at the election of the other Parties) defend the other Parties (with counsel reasonably acceptable to the other Party) from and against all mechanics', materialmen's and laborers' liens and all costs, losses, expenses and liabilities (including, without limitation, attorneys' fees and litigation costs) arising from its construction.

3.5 Workmanship; Compliance with Laws and Insurance Requirements. Each Owner which performs work under this REA agrees to perform such work and to construct the buildings and improvements constructed by it in a diligent, good and workmanlike manner in accordance with: (a) the Plans (in the case of the Outlots), (b) the terms of this REA, (c) all applicable building and zoning laws and all other laws, ordinances, orders, codes, rules, regulations and requirements of all federal, state, municipal, public and governmental agencies and governments, and (d) all orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions in the county in which the Shopping Center is located. In addition, each Lot, with the exception of Lot 8, shall perform such work and construct the buildings and improvements with the use of first class materials.

3.6 Intentionally Deleted.

3.7 "Construction" Defined. As used in this Article 3, the word "construction" includes any initial construction, expansion, alteration, restoration, demolition and razing contemplated under this REA, and except where otherwise specified, subsequent construction, reconstruction, expansion, alteration, maintenance, repair, restoration, rebuilding, demolition and razing carried on in the Shopping Center.

ARTICLE 4.

OPERATION, MAINTENANCE, ALTERATIONS, REPAIR AND RESTORATION

4.1 Maintenance of Building, Sign, Improvements and Common Areas; Owner Contribution. Subject to this REA, each Owner shall maintain at its sole cost and expense its building, signage (excluding the Shopping Center Sign which shall be maintained by Declarant pursuant to Section 6.7) and improvements, in good order, condition and repair, ordinary wear and tear and damage by fire and other casualty excepted. From and after the date an Owner opens its building for business, such Owner shall operate, light, maintain, repair and, if necessary, replace the Common Areas (excluding (i) Barbara Avenue (located south of Lots 6, 7, 8 and Outlot A and north of Lots 1-5 on the Site Plan) which shall be maintained by Operator and (ii) Augusta Boulevard (located east of Lots 1-3, 6, 7 and Outlot A and west of Lots 4, 5 and 8 on the Site Plan) which shall be maintained by Operator until such time as Augusta Boulevard is dedicated to the public) and Common Area Improvements on its Lot at its expense. Operator shall be responsible for the maintenance of Outlot A, Augusta Boulevard (until such time as Augusta Boulevard is dedicated to the public) and Barbara Avenue (as shown on the Site Plan) and all Owners shall reimburse Operator on a pro rata basis for the costs incurred in connection with same, which reimbursement amount shall be calculated by the percentage of the acreage of each Owner's Lot in relation to the total acreage of the Shopping Center, less Outlot A and Augusta Boulevard. Each Parcel owner maintains the right to review the invoices which itemize the costs incurred by Operator from such maintenance of Barbara Avenue and Augusta Boulevard (until such time as Augusta Boulevard is dedicated to the public). Operator shall maintain and repair the sidewalk and landscaping along Augusta Boulevard (until such time as

Augusta Boulevard is dedicated to the public) and the Owners shall reimburse Operator on a pro rata basis for the costs incurred in connection with the same.

4.2 General Operation and Maintenance Standards. Without limiting the generality of anything set forth in this Article 4, Operator shall keep Outlot A, Augusta Boulevard (until such time as Augusta Boulevard is dedicated to the public) and Barbara Avenue, and each Owner shall keep the Common Areas, or the Menard Common Areas in the case of Lot 8, and Common Area Improvements on its Lot (excluding Barbara Avenue, which shall be maintained by Operator), in good order, condition and repair in accordance with practices prevailing in first class metropolitan shopping centers, and, to that end, shall perform and observe, without limitation, the following services and standards on its Lot:

(a) inspect, maintain, repair and replace sidewalks, parking areas, drives, and curbs keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute thereof as shall be in all respects equal in quality, appearance and durability;

(b) promptly remove all papers, debris, filth, refuse, surface waters, snow and ice from the Lot and wash or thoroughly sweep paved areas; (All sweeping shall be undertaken at appropriate intervals and during such times so as not to interfere with the conduct of business or the use of the Common Area, or the Menard Common Areas as the case may be, by Persons or Permittees intending to conduct business with Occupants of the Shopping Center.);

(c) maintain, replace and repair all drive and parking area entrance, exit and directional signs, markers and lights;

(d) clean parking area lighting fixtures of the Lot and re-lamp and re-ballast as needed;

(e) maintain, rewire and replace and otherwise keep in good operating condition all lighting fixtures located in Common Areas or the Menard Common Areas, as the case may be, and related appurtenances and electrical systems located on its Lot;

(f) keep all Common Areas, or the Menard Common Areas, as the case may be, of the Lot lighted as required by Section 4.8 hereof;

(g) maintain, repair, replace and/or repaint striping, markers, directional signs, and other parking or traffic improvements, as the same become unserviceable or become unsightly or indistinct;

(h) maintain, repair and replace landscaping as necessary to keep the same in a good condition;

(i) Intentionally Deleted.

(j) rebuild, replace and repair improvements on the Lot which are damaged or destroyed by casualty in accordance with Article 4 hereof;

(k) keep the Common Areas, or the Menard Common Areas, as the case may be, free from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this REA or under the provisions of any Occupant's lease, sublease, license, concession or similar agreement;

(l) cause the security and policing of the Common Areas, or the Menard Common Areas, as the case may be, as reasonably necessary; and

(m) observe and perform all of said operation, maintenance and repair in accordance with first class industry standards.

4.3 Damage or Destruction of Buildings. If any building of an Owner is damaged or destroyed at any time and such damage or destruction is attributable to fire or any other cause whatsoever, such Owner may promptly elect to raze the building, clear the site of all debris and provide for a stand of grass in its place. If an Owner does not elect to raze its building, it shall promptly commence reconstruction of its building and shall diligently prosecute such reconstruction to completion. Promptly after such damage or destruction of an Owner's building, such Owner shall barricade or otherwise cause the affected area to be rendered non-hazardous.

4.4 Duty to Complete Rebuilding. Each Owner agrees that construction of or on any building or other improvement which it elects to rebuild, replace or repair pursuant to this Article 4 shall be commenced promptly after such damage or destruction and completed with due diligence and further agrees that, unless excluded therefrom pursuant to the terms of this REA, prior to commencing any such rebuilding, replacement or repair, it shall comply with the requirements of Article 3.

4.5 Clearing Debris from Razed Improvements.

If any Owner elects not to rebuild, replace or repair a building on its Lot that has been damaged or destroyed, then it shall raze such building (or such part thereof that has been damaged or destroyed and the remainder shall be restored to a unified architectural whole) and clear the area of all debris. After any ground area has been cleared, with the exception of any ground area on Lot 8, it shall automatically become a part of the Common Areas, it shall be attractively landscaped or converted into a parking area and shall be so improved by such Owner so as to be compatible with adjacent landscaping and/or parking areas until such time as rebuilding may occur thereon. After any ground area has been cleared on Lot 8, the Owner of Lot 8 shall seed, establish and maintain grass on all ground area within Lot 8. All activities that are performed by an Owner shall be such Owner's sole cost and expense.

4.6 Maintenance of Utility Lines. Each Party shall, at its sole cost and expense, maintain and replace its Separate Utility Lines in good and safe condition regardless of where such Separate Utility Lines are located, unless the same has been agreed to be maintained by the provider of the service or by a public or quasi-public authority; provided, the Common Utility Lines shall be maintained and replaced, or caused to be maintained and replaced by Declarant, the cost and expense of same to be paid by the Parties in the proportion that the total square footage of land owned by a Party bears to the total square footage of land owned by all of the

Parties in the Shopping Center. Any maintenance and repair of non-dedicated Utility Lines located on another Party's portion of the Shopping Center shall be performed only after thirty (30) days' prior written notice to such other Party (except in an emergency the work may be initiated with reasonable notice considering the circumstances of the emergency) and shall be done after normal business hours whenever possible and shall otherwise be performed in such a manner as to cause as little disturbance in the use of such other Party's portion of the Shopping Center as is practicable under the circumstances. Any Party performing or causing to be performed maintenance or repair work shall promptly pay all costs and expenses associated therewith, shall diligently complete such work as quickly as possible and in a lien free manner, and shall promptly clean the area and restore the affected portion of the Common Areas to a condition equal to or better than the condition which existed prior to the commencement of such work.

4.7 No Commercial Use; Outside Sales.

None of the Common Areas shall be used for commercial purposes by any Party, Occupant, Permittee or Person except in accordance with the provisions of this REA and the rules and regulations from time to time established by Declarant or as otherwise permitted by Declarant. All of the uses permitted within the Common Areas shall be undertaken within reason and judgment so as not to interfere with the primary purpose of the Common Areas, which is to provide for vehicular and pedestrian access and parking for the Permittees of those Occupants conducting business within the Shopping Center and for the servicing and supplying of such businesses. Except for the portion of Lot 8 that is located outside the boundaries of Barbara Avenue, no outside sales or outside sales areas shall be permitted on any Lot without the prior written consent of Declarant.

4.8 Illumination of Lots. Except as set forth in the following sentence, all Common Areas on any Lot shall be kept lighted seven (7) days each week during the hours from dusk until the later of: (i) 11:00 PM Central Standard Time, (ii) one hour after the close of business to the general public on such Lot, or (iii) such later time as may hereafter be required by Declarant and to keep its Lot at least twenty-five percent (25%) illuminated each night from 11:00 PM Central Standard Time to dawn. Notwithstanding the foregoing, the Owner of Lot 8 shall only be obligated to keep Lot 8 at least twenty-five percent (25%) illuminated each night from the close of business to the general public on Lot 8 until dawn. Each Owner shall be liable for all of the electrical costs of the outdoor lighting for the parking areas located on its respective Lot. All such lighting shall meet the lighting requirements set forth on Exhibit "E" attached hereto and must be approved in writing by Declarant. Lot 8 shall not be subject to the lighting requirements set forth on Exhibit "E".

4.9 Failure of Performance. If a Party fails to perform any of its duties or obligations provided in this Article 4 or any other section of this REA, Declarant may (but shall not be obligated to) at any time give a written notice to the defaulting Party, setting forth the specific failures to comply with this REA. If such failures are not corrected within fifteen (15) days after receipt of such notice, Declarant shall have the right, but not the obligation, to correct such failures, including the right to enter upon the Lot to correct such failures, and the Party receiving such notice shall pay the costs thereof. The defaulting Party shall pay such amount

with Interest in accordance with Section 9.6 hereof. Notwithstanding anything hereinabove contained to the contrary, in the event of an emergency situation, Declarant may without the notice required by this Section 4.9(a), but with such notice as is practical under the circumstances, cure any default and, thereafter, shall be entitled to the benefits of this Section 4.9(a).

(b) In addition to Declarant's exclusive self-help remedy described in Section 4.9(a) above, each Party may exercise any other remedies available at law or in equity (specifically including the remedy of specific performance) for a breach of any other Party's obligations hereunder.

4.10 Damage to or Destruction of Common Area Improvements. If any Common Area Improvements are damaged or destroyed by casualty, such Common Area Improvements shall be promptly rebuilt and replaced and repaired as part of the Common Area maintenance work under Sections 4.1 and 4.2 hereof to the same (or better) condition and to the same (or better) general appearance as existed immediately prior to such damage or destruction, subject to Excusable Delays (as defined in Section 9.20 below). Any Common Area Improvements which are required to be rebuilt, replaced or repaired, shall be promptly restored and in all events completed within six (6) months after such damage or destruction occurs, and the Party doing the work shall, prior to commencing such rebuilding, replacement or repair, comply with the requirements with respect to construction set forth herein.

4.11 Use Fees and Charges. Permittees using the Common Area or the Menard Common Areas in accordance with this REA shall not be charged any fee for such use without the written consent of the Declarant unless such fee shall be ordered by an appropriate governmental authority. If an appropriate governmental authority imposes a surcharge or regulatory fee on Permittee, then Declarant shall institute a uniform fee collection parking system for the Shopping Center. Notwithstanding the foregoing, unless required by governmental authority, Lot 8 shall not be subject to this Section 4.11.

ARTICLE 5.

USE RESTRICTIONS

5.1 "Prohibited Uses". Any use not permitted by applicable law or which is otherwise offensive or dangerous will not be permitted within the Shopping Center. The following uses shall also not be permitted within the Shopping Center, unless Declarant shall otherwise hereafter expressly agree in writing: (a) any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building on the Shopping Center (normal and customary food odors from restaurants and normal and customary paging systems shall not be deemed to be obnoxious odor and/or noise), however, this provision shall not prohibit the normal noise associated with the operation of a prototypical Menards home improvement center and building material supply store that exists from time to time; (b) except as set forth below, any operation primarily used as a warehouse operation (excluding storage incidental to a retail use conducted on the same premises) and any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation; (c) any mobile home park, trailer

court, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance so long as done in a manner permitted by this REA); (d) any dumping, disposing, incineration, or reduction of garbage or refuse (exclusive of garbage compactors located near the rear of any building); (e) any industrial processing or rendering; (f) any establishment selling or exhibiting pornographic materials (except if sold or exhibited as an incidental part of a national or regional bookstore or video store); (g) any so-called "head shop" selling or displaying illegal drug paraphernalia; (h) any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; (i) any abortion clinic; (j) any movie theater; or (k) except on Lot 8, any business specializing in home improvements, or home improvement products, including for example, hardware stores, appliance stores, carpet, tile, or flooring stores, plumbing stores, lighting or electrical stores or as a home center business, including for example Home Depot, Lowe's, Ace Hardware, Fleet Farm, Farm and Fleet, Sears, or Sears Hardware. Notwithstanding the foregoing, in no event shall the restrictions in this Section 5.1 prohibit the operation of a Menards Home Improvement Center on Lot 8, as it exists from time to time, or prohibit a warehouse operation on Lot 8. In the event the Owner of Lot 8 acquires any other Lot in the Shopping Center, upon acquisition of such Lot, the home improvement restriction contained in (k) above shall not be applicable to such Lot.

5.2 Hazardous Materials. Each Owner and its successors and assigns shall not use, or permit the use of, Hazardous Materials on, about, under or in its respective Lot, or the Shopping Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section, the term (i) "**Hazardous Materials**" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean: all federal, state or local laws and regulations relating to pollution control, hazardous or toxic wastes, substances and constituents, including hydro-carbonic substances, and other environmental and ecological matters, including but not limited to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), Safe Drinking Water Act (42 U.S.C. § 300f et seq.), Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. § 9601 et seq.), and other comparable state laws. Each Party will maintain its property and conduct its business thereon in compliance with Environmental Laws.

5.3 Environmental Indemnity. Each Owner will maintain its Lot and conduct its business thereon in compliance with Environmental Laws. If any Owner shall receive: (i) any notice of any violation or administrative or judicial complaint or order having been filed or about to be filed against such Owner or its Lot governed by this REA, alleging violations of any federal, state or local environmental law or regulation or requiring such Owner to take any action in connection with the release of any toxic or hazardous substance, waste or constituent, including any hydro-carbonic substance, into the environment, or (ii) any notice from a federal, state or local government agency or private party alleging that such Owner may be liable or responsible for costs associated with a response or cleanup of a release of a toxic or hazardous

substance, waste or constituent, including any hydro-carbonic substance, into the environment or any damages caused by that release, such Owner shall, within fifteen (15) days of receipt thereof, provide the Declarant with a copy of such notice and thereafter, if actual violations are determined to exist after such Owner has exercised all rights to administrative and judicial review, then such Owner shall diligently proceed to take all actions required of such Owner to correct such violation. Each Owner agrees to indemnify and hold the other Parties and such person's Occupants harmless from and against all causes, claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees) incurred, directly or indirectly, by such other Parties or Occupants as a result of or in connection with such Owner's failure to comply with any of the provisions of this Section 5.3.

ARTICLE 6.

OTHER COVENANTS REGARDING BUILDINGS AND COMMON AREAS

6.1 Quality of Construction. Each building in the Shopping Center now and in the future shall be in compliance with all applicable laws, and except for the building to be constructed on Lot 8, each building in the Shopping Center, now and in the future, shall be of first-quality construction.

6.2 Structural Integrity. No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

6.3 Location of Buildings. Each Owner covenants and agrees that no building(s) or other improvements (other than drives, sidewalks, parking areas, light standards and approved signage), shall be constructed, erected, expanded or maintained on its Lot, except within the Building Areas on such Lot. The building foundations shall not encroach from one Lot onto another Lot without the mutual written agreement of Declarant and the affected Parties.

6.4 Frontage and Floor Area Ratio. Building frontage for Lot 1, Lot 2 and Lot 3 along Barbara Avenue and U.S. Highway No. 6 shall not be in excess of fifty percent (50%) of the width of each lot. The combined building frontage for Lot 4 and Lot 5 (collectively, the "East Outlots") along Barbara Avenue and U.S. Highway No. 6 shall not be in excess of fifty percent (50%) of the East Outlots width. No building constructed on Lot 1, Lot 2 or Lot 3 shall have a Floor Area Ratio ("FAR"), including building overhangs and canopies, in excess of twenty percent (20%) of the total outlot size and the combined buildings constructed on the East Outlots shall not have a FAR, including building overhangs and canopies, in excess of fifteen percent (15%) of the East Outlots size.

6.5 Size of Buildings. Except for Lot 8, no Owner shall allow any building on its Lot to be constructed or expanded or used by any Party such that the parking areas on the Lot owned by such Owner cannot independently meet the number of parking spaces required in Section 3.1 and as otherwise required by this REA or any governmental regulation or approved variance. The Owner of Lot 8 shall not allow any building on Lot 8 to be constructed or expanded or used by any Party such that the parking areas on Lot 8 cannot independently meet the number of parking spaces required by any governmental regulation or approved variance. Except as

otherwise provided herein, no wall, fence or barrier shall be constructed or maintained on the Common Areas on a Lot which shall impair, burden or interfere with the parking rights granted herein or with the passage of vehicular and/or pedestrian traffic within the Shopping Center, between the Lots or from the Shopping Center to adjacent streets, roads, highways or alleys.

6.6 Height Limitations. Unless Declarant shall otherwise hereafter expressly agree in writing, no Outlot Owner shall allow any building or other structure or improvement to be constructed or expanded on its Outlot exceeding twenty-four feet (24') in height from the finished floor elevation as identified on Exhibit "D" attached hereto (specifically excluding architectural features, including but not limited to ornamental towers, parapets, cupolas or facades, which shall not exceed twenty-eight feet (28') in height from the finished floor elevation as identified on Exhibit "D" attached hereto).

6.7 Signs. The Declarant shall construct a Shopping Center pylon or monument sign in the sign easement location set forth on the Site Plan ("Shopping Center Sign"). Upon completion of construction, Operator shall maintain, repair and otherwise keep in good operating condition the Shopping Center Sign (provided, however, each Owner shall be obligated to maintain, replace, repair and keep in good operating condition their own panels). The Owner of Lot 8 shall have the exclusive right to place its panel on the top (first) position of the Shopping Center Sign. Upon construction of the Shopping Center Sign, the Owner of Lot 8 shall reimburse the Declarant on a monthly basis for its pro rata share of the costs of maintenance, including utilities, of the Shopping Center Sign based on the ratio of the square footage of the Menard sign facing to the total square footage of all sign facings on the Shopping Center Sign. Each Lot owner shall be responsible for the costs and actual maintenance of their own panels. The criteria for all signs to be installed within the Shopping Center are set forth in Exhibit "C" hereto (the "Sign Criteria"); provided, however, Lot 8 shall not be subject to the Sign Criteria. Subject to the approval of the City of Portage, each Lot owner shall be permitted to construct one (1) sign on its Lot (except the owner of Lot 8 shall be permitted to construct as many signs on Lot 8 as permitted by the City of Portage); provided, however, Outlots shall only be permitted to construct a monument sign and in no event shall an Outlot contain a pylon or pole sign. All monument, pylon and pole signs, including the Shopping Center Sign, shall conform to the applicable City of Portage sign ordinances as varied, shall be approved by Declarant (except for signs on Lot 8) prior to the installation of such signs and shall comply with the Sign Criteria.

6.8 Changes in Common Areas. Except as otherwise provided in this REA, no material changes shall be made to the Common Areas on the Lots or the location or design of the Common Area Improvements on the Lots, except for minor changes to amenities and landscaping approved by Declarant. Each Owner may make minor changes to amenities and landscaping of the Common Areas on its Lot which may be approved by Declarant; provided, however, that no such changes and modifications may be made which (a) shall adversely affect the orderly flow of pedestrian and vehicular traffic in the Shopping Center or render either the Lot or the buildings thereon less accessible to such traffic, or (b) reduce the number of parking spaces on the Lot below the greater of (i) the number required to be maintained in order to meet the requirements of this REA or (ii) the amount required by applicable code, or approved variance. The initially planned Common Areas are depicted on Exhibit "B". However, Declarant shall be entitled to modify the Common Areas in accordance with this REA.

Notwithstanding the foregoing, Declarant may not modify the Common Areas on a Lot after a building has been completely constructed on such Lot (and is ready for occupancy) without the prior written consent of the Owner of such Lot, which consent shall not be unreasonably withheld.

6.9 Parking Requirements. Each Lot within the Shopping Center shall be self-supporting with respect to parking and each Lot, except Lot 8, shall comply with the Parking Requirements. Lot 8 shall comply with any and all parking requirements required by any governmental regulation or approved variance. Each Owner shall exercise reasonable good faith efforts to cause its employees and the employees of any Occupant of its Lot to park only on its respective Lot. The foregoing requirements shall be satisfied throughout the term of this REA without reliance on the parking spaces that may be available on another Lot. In the event of a condemnation of part of a Lot or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that required herein, the Owner whose Lot is so affected shall use its reasonable good faith efforts (including using proceeds from the condemnation award or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth above.

ARTICLE 7.

BENEFITED PARTIES; LIABILITY

7.1 REA for Exclusive Benefit of Parties. This REA is not intended to confer any benefit upon any Person other than a Party. No Person other than a Party shall be entitled to make any claim against any Party or its property under or by virtue of this REA or any provisions hereof.

7.2 Successors; Binding Effect. This REA shall run with the land and shall be binding upon all Persons having or acquiring an interest in the Shopping Center or any part thereof. The benefits of this REA shall inure to the benefit of the respective "Parties" and successor "Parties" as herein defined. In the event Declarant sells Lot 6, the Lot 6 owner shall be deemed Declarant hereunder for all purposes.

7.3 Release of Parties; Assumption. If a Party (the "Transferring Party") sells, transfers or otherwise conveys its Lot, so that after such conveyance the Transferring Party is no longer, either alone or with other Persons, a Party, then such Transferring Party shall be released from all further future liabilities accruing under this REA after the date of such transfer as it relates to said Lot except such liability as may have arisen during its period of ownership of the portions of the Shopping Center so conveyed and which remain unsatisfied, unless such transferor remains an Owner hereunder. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of title to such Parcel, to have assumed all the Obligations of this Agreement which accrue after the effective date of such transfer of title.

ARTICLE 8.

INSURANCE

8.1 Insurance. Each Owner shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance covering the common areas on its Lot with a combined single limit of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) in Constant Dollars for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage, arising out of any one occurrence, and to the extent there is the sale of alcoholic beverages by an Owner, Occupant or Permittee, that Owner, Occupant or Permittee shall maintain Liquor Liability Insurance in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) in Constant Dollars per occurrence. Any such insurance may be provided by a blanket policy or policies that includes other liabilities, properties, and locations of such Party provided that the policy limit described above applies on a per location basis. Declarant and its Lienholder shall be named as additional insured's under such policy. Each Owner will provide Declarant evidence of such insurance promptly after request therefore.

This Section 8.1 notwithstanding, a Lot owner or its tenant having a net worth of Fifty Million Dollars (\$50,000,000) in Constant Dollars or a market capitalization of One Billion Dollars (\$1,000,000,000) in Constant Dollars or more may self-insure this obligation and provide the other Lot owners and Menard with a certificate of self-insurance in place of the insurance requirement of this Section 8.1. However, if Menard elects to self-insure it is not required to provide the certificate of self-insurance referenced herein, but shall provide written notice of its election to Declarant. If a Lot owner or its tenant elects to self-insure under this provision, then the self-insuring Lot owner or its tenant releases the other Lot owners, and their Permittees to the extent any damage or loss would be covered by insurance if such self insuring Lot owner or tenant were carrying that insurance.

Each Owner covenants to defend, protect, indemnify and hold harmless Declarant and its respective directors, lenders, 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 attorneys' fees and cost of suit) asserted or incurred in connection with or arising as a result of the death of, or any injury, loss or damage whatsoever to any Person, or to the property of any Person, as shall occur due to the breach by such Owner of its express obligations under this REA with respect to the maintenance and operation of the Common Areas on such Owner's Lot in accordance with this REA, except for claims caused by the gross negligence or by the willful act of Declarant.

(a) Prior to commencing any construction activities within any Lot, the Owner owning such Lot shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in the amounts set forth below:

(1) Workers' Compensation statutory limits

(2) Employers' Liability \$500,000 in Constant Dollars

(3) Comprehensive General/Commercial General Liability and Business Auto Liability, including non-owned auto liability, as follows:

- (i) Bodily Injury \$1,000,000 in Constant Dollars per occurrence
- (ii) Property Damage \$1,000,000 in Constant Dollars per occurrence
- (iii) Independent Contractors Liability; same coverage as set forth in (a) and (b) above
- (iv) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work
- (v) "XCU" Hazard Endorsement, if applicable
- (vi) "Broad Form" Property Damage Endorsement
- (vii) "Personal Injury" Endorsements
- (viii) "Blanket Contractual Liability" Endorsement.

(b) Effective upon the commencement of construction of any building on the Lots and so long as such building exists, each Owner shall carry, or cause to be carried, casualty insurance with "extended" or "special form" coverage.

Each Party (the "**Releasing Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Party (the "**Released Party**") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of the type generally covered by the insurance required to be maintained under this Section 8.1(c), irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Party agrees to use its commercially reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Each Party ("**Indemnitor**") covenants and agrees to indemnify, defend and hold harmless each other Party ("**Indemnitee**") from and against all claims asserted by or through any Permittees of the Indemnitor's property for any loss or damage to the property of such Permittee located upon the Indemnitor's property, which loss or damage is of the type generally covered by the insurance required to be maintained under this Article 8, irrespective of any negligence on the part of the Indemnitee which may have contributed to or caused such loss.

(c) All insurance required by Article 8 shall be procured from companies licensed in the state where the Shopping Center is located and shall be rated by Best's Insurance Reports not less than A-/VIII.

(d) The insurance required pursuant to (a), (b) and (c) above shall include the following provisions:

(1) shall provide that the policy may not be canceled or materially reduced in amount or coverage without the insurer using reasonable commercial efforts to give at least thirty (30) days prior written notice to each insured and to each additional insured; and

(2) shall provide for contractual liability coverage with respect to the indemnity obligation set forth herein.

Any buildings constructed on a Lot shall be constructed and operated in such a manner so as to preserve the "Unlimited Area" code classification, as defined in the appropriate building codes, on each of the buildings that may now or hereafter be constructed on a Lot. It is understood and agreed that each building on a Lot shall have a sprinkler system for fire protection, if required to preserve the "Unlimited Area" code classification and if required to comply with applicable laws, statutes or ordinances. Notwithstanding anything to the contrary herein, the Owner of Lot 8 shall not be required to construct or operate the buildings on Lot 8 in such a manner as to preserve the "Unlimited Area" code classification.

ARTICLE 9.

MISCELLANEOUS

9.1 Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot, the buildings, and improvements located thereon and any personal property owned or leased by Owner in the Shopping Center, provided that if the taxes or assessments or any part thereof may be paid in installments, the Party may pay each such installment as and when the same becomes due and payable. Nothing contained in this subsection shall prevent an Owner from contesting at its cost and expense any such taxes and assessments with respect to the Lot in any manner Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), Owner shall promptly pay all such taxes and assessments determined to be owing, together with all Interest (as defined in Section 9.6 below), penalties and costs thereon.

9.2 Rules and Regulations. Declarant may adopt reasonable rules and regulations pertaining to the use of the Common Areas, provided that, a copy of such rules and regulations shall have theretofore been given to each Owner, and such rules and regulations do not violate any governmental statutes or ordinances. Declarant shall obtain the prior consent from the Owner of Lot 8, which consent shall not be unreasonably withheld, conditioned or delayed and deemed given if Declarant does not receive written notice of disapproval within thirty (30) days following the date consent was requested from the Owner of Lot 8, before adopting any rules and regulations relating to Outlot A or Barbara Avenue. Each Owner shall use best efforts to comply and to cause all Occupants of the Lot to comply with such rules and regulations.

9.3 Table of Contents and Captions. The table of contents and captions of the Sections and Articles of this REA are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this REA and they shall not affect the interpretation hereof and shall not be considered in resolving questions of interpretation and construction.

9.4 Attorney's Fees. In the event any Party shall institute any action or proceeding ("**Suit**"), excluding any arbitration proceeding, against any other Party relating to violations, threatened violations, or failure of performance of or under this REA, or any default hereunder, or to enforce the provisions hereof then, and only in that event, the prevailing Person shall be entitled to recover as an element of its costs of Suit, and not as damages, reasonable attorney's fees.

9.5 Waiver of Default; Rights and Remedies Cumulative. A waiver by a Party of any provision of this REA or of any default by any Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this REA. No failure by a Party to insist upon or to enforce any provision of this REA shall constitute or be interpreted as a waiver thereof and no provision of this REA shall be interpreted as waived, modified or amended by the acts or conduct of the Parties except as specifically expressed to be such in writing.

9.6 Payment on Default; Deduction; Lien. If under this REA Declarant is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of an Owner's failure or inability to perform any of the provisions of this REA to be performed by such Owner, the defaulting Owner shall promptly, upon demand, reimburse Declarant for such sums, and all such sums shall bear interest ("**Interest**") at the rate of one percent (1%) per annum over the then existing "prime rate" of interest published from time to time by Bank of America, N.A. (but in no event exceeding the maximum lawful rate of interest) from the date of expenditure until the date of such reimbursement. Any other sums payable by any Party to any other Party under this REA that shall not be paid when due shall bear Interest from the due date until the date of payment thereof. Costs and expenses assessed pursuant to this Section 9.6 shall constitute a lien against the defaulting Owner's Lot and such Owner's interest therein. The lien so claimed shall attach from the date of recordation in the amount claimed thereby and may be enforced or foreclosed in any manner allowed by law in a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Indiana.

Upon such recording, such lien shall be superior and prior to all other liens encumbering the Lot involved, except that such lien shall not be prior and superior to any mortgages, deeds of trust, or security deeds of record prior to the recording of such lien notice or any renewal, extension or modification (including increases) of such prior recorded mortgages, deeds of trust, or security deeds, and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any such mortgage or deed of trust shall take title subject only to liens

accruing pursuant to this Section 9.6 after the date of such foreclosure sale or conveyance in lieu of foreclosure. Any such lien may be enforced by judicial foreclosure upon the Lot or portion thereof to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under the laws of Indiana. In any foreclosure, the Owner whose Lot is being foreclosed shall be required to pay the reasonable and actual costs, expenses and attorneys' fees in connection with the preparation and filing of the lien notice as provided herein, and all reasonable and actual costs and reasonable attorneys' fees in connection with the foreclosure.

9.7 Mechanics Liens; Indemnification of Parties. Each Owner ("Acting Owner") shall defend, indemnify and hold Declarant and the other Parties harmless from and against all mechanic's, materialmen's and laborers' liens, and all costs, expenses and liabilities in connection therewith (including attorneys' fees) arising out of any activities performed by the Acting Owner under this REA (whether performed before or after the signing of this REA). If any Party's (other than the Acting Owner's Lot) property becomes subject to any such lien, the Acting Owner shall pay and discharge, or cause to be paid and discharged, the same of record within thirty (30) days after the filing thereof, subject however to the provisions of the following sentence. The Acting Owner shall have the right to contest the validity, amount or applicability of any such lien by appropriate legal proceedings, and so long as it shall furnish bond or indemnify and defend as hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) day period shall not be applicable; provided, however, that in all events the Acting Owner shall within thirty (30) days after the filing thereof, post such bond or other security in such amount and form as shall be satisfactory to induce the title insurance company which insured title to the respective property of Declarant or an affected Party to insure over such liens or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such lien (but in all events at least one and one-half times the amount of such lien), and shall defend, indemnify and save harmless Declarant and the other Parties from all loss, damage, liability, expense or claim whatsoever (including attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such lien. In the event such legal proceedings shall be finally concluded (so that no further appeal may be had as of right) adversely to the Acting Owner, such Acting Owner shall within five (5) days thereafter cause the lien(s) (including any resulting judgment lien) to be discharged of record.

9.8 No Partnership, Joint Venture, Fiduciary, or Principal-Agent Relationship. Neither anything in this REA nor any acts of the Parties shall be construed or deemed by the Parties, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties, or make either Party a fiduciary to the other.

9.9 Severability. If any term, provision, covenant or condition of this REA shall, to any extent, be invalid or unenforceable, the remainder of this REA shall be valid and enforceable to the fullest extent permitted by law.

9.10 Governing Laws. This REA shall be construed and governed in accordance with the laws of the State of Indiana.

9.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Shopping Center to the public, or for any public purpose whatsoever, it being the intention of the Parties that this REA shall be strictly limited to the purposes herein expressed.

9.12 Default Shall Not Permit Termination of REA. No default under this REA shall entitle any Party to cancel, rescind or otherwise terminate this REA; provided, however, this limitation shall not affect, in any manner, any other rights or remedies that the Parties may have by reason of any default under this REA.

9.13 Right to Enjoin. In the event of any violation or threatened violation of any of the terms, restrictions, covenants, conditions or other provisions of this REA by a Party or its Permittees, any Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation and to obtain and enforce the same.

9.14 Time of Essence. Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions contained in this REA.

9.15 Notices. All notices, demands and requests (collectively a "notice") required or permitted to be given under this REA must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then current address of the Party intended or at such Party's Lot, or (iii) rejected at the then current address of the Party intended, provided such notice was sent prepaid.

A. All notices shall be delivered by one of the following methods of delivery:

- i. Personal service, in which event the notice shall be deemed to have been given upon actual receipt;
- ii. Federal Express, Airborne Express, Federal Express, Airborne Express or another nationally recognized overnight courier service, in which event the notice shall be deemed to have been given on the day the notice is deposited with the courier service;
- iii. United States registered or certified mail, postage prepaid and return receipt requested, in which event the notice shall be deemed to have been given on the day the notice is deposited with the United States Postal Service;
- iv. United States First Class Mail, in which case notice shall be deemed effective on the date the notice is deposited with the United States Postal Service; and
- v. Facsimile transmission, in which event the notice shall be deemed to have been given upon confirmation of the facsimile transmission.

B. The initial address of Declarant shall be:

RB Augusta, LLC
c/o Regency Centers Corporation
Attention: Legal Department
121 W. Forsyth Street, Suite 200
Jacksonville, FL 32202

With a copy to: Regency Centers Corporation
Attn: Property Manager
1315 West 22nd Street, Suite 250
Oak Brook, Illinois 60523

With a copy to: Regency Centers Corporation
Attention: Investment Services
8140 Walnut Hill Lane, Suite 400
Dallas, Texas 75231

And copy to: Haynes and Boone, LLP
Attention: David M. Shinnick, Esq.
901 Main Street, Suite 3100
Dallas, Texas 75202-3789

C. The initial address for the Owner of Lot 8 shall be:

Menard, Inc. Menard, Inc.
 Attention: Marv Prochaska
 Vice President Real Estate
 4777 Menard Drive
 Eau Claire, WI 54703

D. Upon at least ten (10) days prior written notice to Declarant, in accordance with the provisions of this Section 9.15, Declarant shall have the right to change its address to any other address within the United States of America.

E. In the event Declarant, as to Lot 6, transfers its ownership interest in all or a portion of Lot 6, and notifies the other parties of the transferee and its address, the parties hereto agree to provide any notices required hereunder to said transferee(s).

9.16 Condemnation. In the event any portion of the Shopping Center shall be condemned, the award shall be paid to the Party owning the land or the improvement taken, except that if the taking or partial taking includes improvements belonging to more than one Party, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition.

9.17 Dedication. Declarant shall have the right, at any time, in Declarant's sole discretion, to dedicate Augusta Boulevard to the City of Portage. In the event of such dedication,

Augusta Boulevard shall be automatically removed from the definition of Common Area and shall no longer be governed by the terms of this Declaration.

9.18 Term of this REA. This REA shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2070 unless continued thereafter with the approval of the Parties; provided, further, however, that the easements referred to in Article 2 hereof which are specified as being perpetual or as continuing beyond the term of this REA shall continue in force and effect as provided therein. Upon termination of this REA, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this REA, except those relating to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this REA shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising, or to be performed, under this REA prior to the date of such termination.

9.19 Estoppel Certificate. Each Party hereby agrees that within thirty (30) days following written request of another Party, it will issue to such other Party, Lienholder of such other Party, prospective Lienholder of such other Party, or to a prospective successor to such other Party, an estoppel certificate stating at a minimum:

(a) Whether such Party knows of any default by the requesting Party under this REA, and if there are known defaults, specifying the nature thereof;

(b) Whether to such Party's knowledge this REA has been assigned, modified or amended in any way (or if it has, then stating the nature thereof); and

(c) That to such Party's knowledge this REA is as of that date in full force and effect.

9.20 Excusable Delays. Whenever performance is required of any Party or Occupant hereunder, such Party or Occupant shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, adverse weather, governmental laws or regulations, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Party or Occupant (other than financial), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section 9.20 shall not operate to excuse any Party or Occupant from the prompt payment of any monies required by this REA.

9.21 Amendments. This REA may not be amended without the prior written consent and joinder of Declarant. Declarant may unilaterally make an amendment to the REA reflecting (a) the termination of any prohibited uses (as defined in Section 5.1 above) or, (b) the size, location and configuration of any or all of the Lots that are then owned by Declarant and to substitute revised legal descriptions and Exhibits to this REA, to conform to the revised Lots, and/or (c) the size, location and configuration of Common Areas located on any or all Lots by executing an amendment to this REA and causing such amendment to be recorded in the Real

Property Records of the county in which the Shopping Center is located; provided, however, if such amendment will materially and adversely affect any Owner's use and enjoyment of its Lot or its rights hereunder existing at the time of the purchase of such Lot the consent of the Owners whose Lots are affected must be obtained.

9.22 Other Agreements Subordinate. Each lease, contract, deed, deed of trust or other instrument of conveyance or encumbrance which may hereafter be executed by any Owner with respect to all or any portion of any Lot shall be deemed and held to have been executed, delivered and accepted subject to all of the rights and the other terms and provisions created and set forth in this REA, regardless of whether or not any of the rights or other terms or provisions are set forth in any such lease, contract, deed, deed of trust or other instrument of conveyance or encumbrance.

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EXHIBIT C-1

Augusta Center

Portage, Indiana

April 3, 2006

The purpose of the signage criteria is to provide guidelines for the design and implementation of signage throughout the center. This document establishes minimum regulations to accommodate each sign displayed in the center in a manner that is professional. Each sign must meet these standards to obtain the Landlord's approval for signage. It is agreed that Tenant will install its exterior sign on the building façade centered in the marquee sign band or area above its store front in accordance with the following criteria:

1.0 – Tenant Signage

A. General Requirements:

- These requirements apply to all signage and tenant types described herein.
- Each tenant is required to display one (1) exterior sign stating the trade name. The sign shall be located, sized, colored, and designed in accordance with the Landlord's specifications.
- All tenants copy and color to be approved by the Landlord prior to installation of the sign. A tenant that has a federally registered identity "brand" can choose to provide the specific corporate color scheme or identity from the following list of approved letter/logo colors. If the tenant chooses to specify new or matching color(s) to the approved list, it will be the tenant's responsibility to provide sample(s) of the proposed color(s) for review and approval by the Landlord prior to submitting for a permit.

Translucent plastic [internal illumination sign face material] – Rohm & Haas (or matching color by other manufacturer) or any combination thereof:

1. Blue #2051
2. Yellow #2037
3. White #7328
4. Red #2415

Paint [channel letter returns and portions not internally illuminated] – Benjamin Moore (or matching color by other paint manufacturer):

1. Jockey Red #1315
2. Black #1603
3. Bronze

- Tenant is required to obtain any and all permits for signs prior to commencing work and copy Landlord on all permits and governmental approvals. The cost of this process is the responsibility of the tenant.
- Sign manufacturers shop drawings showing construction and installation details, including mounting devices, shall be submitted to the Landlord for approval prior to sign fabrication.
- Prohibited graphics include but are not limited to the following:
 - a) Vertical copy or signs projecting perpendicular to the building.
 - b) Banners (including temporary banners) are prohibited unless tenant obtains written authorization from Landlord.

- c) Painted, flashing, animated, audible, revolving or other signs that creates the illusion of animation.
 - d) Inflatable / balloon forms of advertisement.
 - e) Exposed bulb signs.
 - f) Window signs of any nature must have Landlord's approval.
 - g) Exposed junction boxes, lamps, tubing, conduits, or neon crossovers of any type.
 - h) Wall mounted cabinet signs.
 - i) Roof top signs.
 - j) The use of building walls for display of advertising.
 - k) Signs attached to natural features such as trees or rocks.
 - l) Vehicle / trailer of any type parked on the premises for the purpose of advertising a business, product, service, event, object, location, organization or the like.
- Each tenant who has a non-customer door receiving merchandise may uniformly apply Tenant's name and address on said door, in a location as directed by Landlord and in two (2) inch high standard block letters, color as approved by Landlord.
 - Tenant must install on their store front the number for the street address in 4" standard block lettering of a type, color and location determined by Landlord.
 - Tenant shall be responsible for the fulfillment of all requirements and specifications.
 - The signage contractor must be licensed by the state of Indiana.
 - Sign letters shall be secured to the structural framing of the building using a raceway. The tenant shall provide supplemental framing as required. Submit details and attachment method to Landlord for approval.
 - All construction shall conform to the requirements of the National Electric Code and all other governing codes.
 - All penetrations of the building structure by the sign contractor, required for sign installation, shall be sealed in watertight condition and shall be patched to match adjacent finish.
 - All fasteners to be rustproof materials and hidden from plain view by the sign.
 - Electrical disconnects must not be visible.
 - The sign location to be coordinated with the Landlord's representative with consideration to adjacent signs and architecture.
 - It is understood that the Tenant's approved sign must be installed and operational prior to Tenant opening to public for business.
 - No alteration of the exterior lighting systems will be permitted without written consent of the Landlord.
 - The sign contractor shall leave the Premises free of debris after installation.
 - Landlord's general contractor is authorized to correct all work by Tenant's sign contractor at the expense of Tenant.

B. Definitions:

Sign – a name, identification, image, display or illustration affixed to or painted upon or represented directly or indirectly upon a building, structure, or piece of land.

Sign Area – the total exterior surface computed in square feet of a sign having but one exposed exterior surface; one-half the total of the exposed exterior surface computed in square feet of a sign having more than one such surface.

Message – the area within a continuous line surrounding the name, graphic, symbol, and/or image intended to identify the tenant.

2.0 – Multiple Tenant Building Signage:

A. Guidelines:

Declaration of Restrictions and Easements (Route 6 and Augusta, Portage, Indiana)

D-Final REA.doc

- 1) The cumulative square footage of all permanent signs shall not exceed 120 square feet or two (2) times the length of the tenant's façade(s) facing a public roadway, whichever is less.
- 2) Any combination of wall, ground, awning or permanent window signs are allowed.
- 3) Any single wall sign shall not exceed 150 square feet in area and eight (8) feet in height.
- 4) Any single awning or window sign shall not exceed forty (40) square feet in area and four (4) feet in height.

B. - Facade Signage:

- 1) In all cases the message is to mount directly to the building face (brick, synthetic stucco)
- 2) Channel letters center on the sign band above the store front.
- 3) The maximum height of any message shall not extend above the building roof line.
- 4) The sign area must terminate inside the tenant space side limits.
- 5) All signage shall be time controlled and illuminated during normal business hours.
- 6) Illumination of each individual letter by the following method: Internally illuminated channel letter.
 - Illumination of individual channel letters shall be of no less than single stroke thirteen (13) millimeter neon tubing or no less than 1 row of LED bulbs (color to closely match the acrylic sign face material) for each three (3) inch letter stroke width within each letter.
 - Letter returns shall be painted .040" to 0.080" aluminum.
 - Letters shall be individually mounted or mounted on a raceway one (1) inch away from the building face. The sign shall never extend beyond nine (9) inches from the building façade.

C. Other Signage:

- 1) Window Signs:
 - Non-illuminated applied 3M Scotchcal vinyl lettering of the store name, and hours of operation shall be a maximum of 3" in height.
 - These shall be adhered to the door or sidelight at Tenant's storefront entry at or near eye level above finished floor.
- 2) Directional signs ["outparcel" tenant buildings]:
 - Freestanding, non-illuminated, painted aluminum post and panel sign structure with applied 3M Scotchlite reflective vinyl lettering and arrow/graphics.
 - Copy must be specific to direct traffic [ENTER, EXIT, DRIVE THRU with directional arrow]
 - Letters shall be a maximum of 5 ½" in height.
 - Colors shall match the Tenant's storefront sign.
 - The background of signs shall be opaque.
 - No part of the sign may extend above 4'-0" from the finished grade.
 - Tenant to purchase sign through specific manufacturer provided by Landlord.

D. Outparcel Tenant Signage / (Single Tenant Buildings)

Tenants in a single tenant outparcel building shall be permitted to install any combination of wall, ground, awning or permanent window signs up to a cumulative total of 200 square feet, or two (2) times the length of the primary structure's façade(s) facing a public roadway, whichever is less. The maximum cumulative area of all permanent signage is 200 square feet; the maximum area of any single wall sign shall not exceed 150 square feet and the maximum area of any window or awning sign shall not exceed 40 square feet. An anchor tenant with one or more auxiliary business use(s) [i.e. Pharmacy, Video Store, Bank Branch] within the walls of the building may be displayed on signs equal to 50% of the façade sign allowance.

3.0 Electric

Electric service to signs shall originate from Tenant's meter and include an automatic timer to illuminate the sign. Landlord to provide J-box and conduit, Tenant to provide actual hard wiring and timer for the sign. Tenant to provide wiring to meet voltage requirements of sign. Hours of operation are a minimum of 6:00pm to 10:00pm daily.

4.0 Submittal and approval of sign drawings:

A. The Tenant's sign contractor is required to submit fully dimensioned, scaled drawings for preliminary review. The drawings shall include the following:

1. Front elevation of the store with submitted sign superimposed to scale.
2. Front elevation showing panel dimensions, copy dimensions and color specifications.
3. Fully dimensioned cross sectional detail.

B. Upon Landlord approval of the preliminary submission, Tenant's sign contractor must submit a full scaled, colored proposal, with all specifications listed, for written approval. This proposal will be kept for Landlord's records, and a faxed written approval will be sent to the sign contractor. No fabrication can begin until the sign contractor receives written approval from the Landlord.

C. The requirements outlined herein are provided for information only. The author offers no warranty to the content or interpretations of this information. All requirements are subject to the approval by the city of Portage, as well as the Landlord's approval, based on review of each sign submitted.

5.0 Monument Tenant Identification Signage

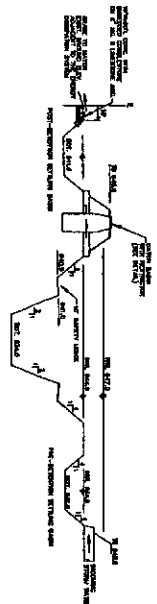
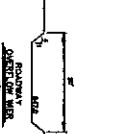
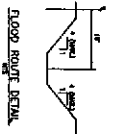
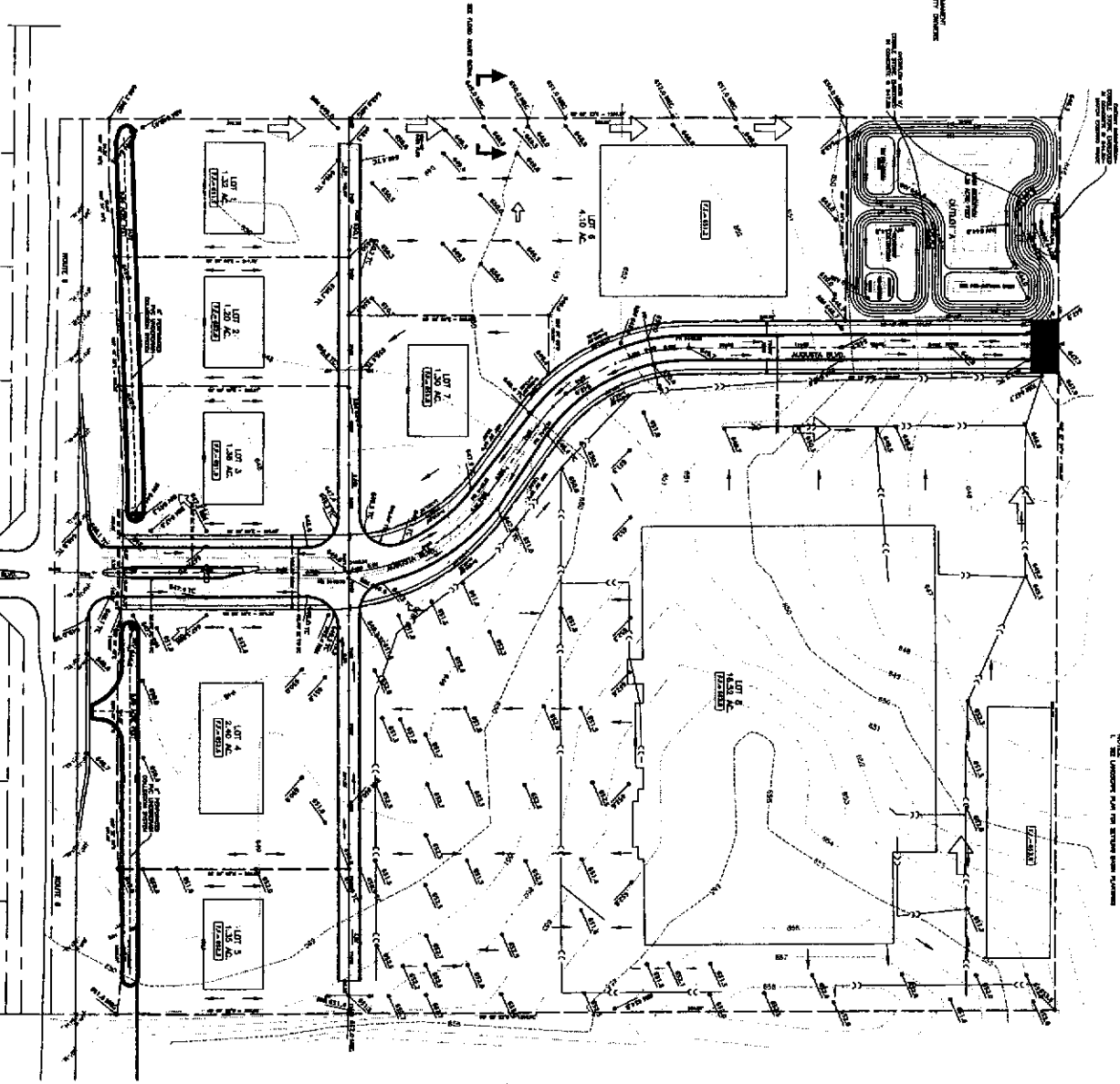
A drawing of the gateway sign is attached as Exhibit A.

EXHIBIT D

FINISHED FLOOR ELEVATIONS

[see attached]

DATE: 08/20/2009 10:58:58 AM
 USER: J. W. WILSON
 PROJECT: AUGUSTA CENTER SUBDIVISION



SECTIONAL FLOOR CROSS SECTION
 NOTES:
 1. SEE FOUNDATION PLAN FOR STRUCTURE FOOTINGS

Division 02200 Site Development Common
Excavator & Earthwork General Specifications

- 1.1. Excavator and earthwork shall be performed in accordance with the following specifications:
- 1.2. Excavator shall be a tracked excavator with a minimum capacity of 1.5 cubic yards per hour.
- 1.3. Excavator shall be equipped with a hydraulic excavator bucket.
- 1.4. Excavator shall be equipped with a hydraulic excavator boom.
- 1.5. Excavator shall be equipped with a hydraulic excavator dipper.
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- 1.86. Excavator shall be equipped with a hydraulic excavator dipper.
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- 1.97. Excavator shall be equipped with a hydraulic excavator dipper.
- 1.98. Excavator shall be equipped with a hydraulic excavator dipper.
- 1.99. Excavator shall be equipped with a hydraulic excavator dipper.
- 2.00. Excavator shall be equipped with a hydraulic excavator dipper.

<p>POYER PROPERTIES 2615 US 41 SCHEERVILLE, IN 46370 (317) 362-5126</p>	<p>DVC INC. Project Management and Construction Services 11111 N. Meridian Street Indianapolis, IN 46228 (317) 592-1111</p>	<p>REVIEW SET Not For Construction</p>	<p>EXHIBIT E GRADING PLAN EXHIBIT E</p>	<p>AUGUSTA CENTER SUBDIVISION PORTAGE, INDIANA</p>	<p>SHEET 8 of 14</p>
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EXHIBIT E
LIGHTING REQUIREMENTS

[see attached]

EXHIBIT A

LEGAL DESCRIPTION FOR DECLARANT'S PARCELS

Lots 1-7, Augusta Boulevard and Outlot A of Augusta Center Subdivision, an Addition to the City of Portage, Indiana, as per plat thereof, recorded in Plat File 50-B-5, in the Office of the Recorder of Porter County, Indiana.

EXHIBIT A-1

LEGAL DESCRIPTION FOR MENARD PARCEL

Lot 8 of Augusta Center Subdivision, an Addition to the City of Portage, Indiana, as per plat thereof, recorded in Plat File 50-6-5, in the Office of the Recorder of Porter County, Indiana.

EXHIBIT B

SITE PLAN

[See attached drawing]

EXHIBIT C

SIGN CRITERIA FOR SHOPPING CENTER

All signage must have the written approval of Declarant before installation, must conform to the applicable City of Portage sign ordinance(s) and must be properly permitted prior to erection.

All signs should be designed to reflect the tasteful, established image of the Shopping Center. For this reason, no brashly colored, mobile, moving (or signs simulating movement), audible or flashing signs will be approved.

The placement of signage on canopy roofs extending above the building roof line, on penthouse walls, or so as to project above the parapet canopy, or top of the wall upon which it is mounted is prohibited.

For monument sign specifications see Exhibit C-1 attached to this Exhibit C.