

Exhibit A

Restriction Agreement and Grant of Easements.

(a) As soon as reasonably possible following the execution and delivery of this Agreement, but in no event later than the expiration of the Inspection and Approval Period, Seller and the City (as well as any secured lenders and any other necessary third parties) shall each execute, deliver and cause to be recorded a Restrictions and Cross Easement Agreement ("REA") with regard to the Property and the balance of the Development owned by Seller or the City as of the Effective Date and with regard to certain real property owned or controlled (now or in the future) directly or indirectly, by Seller, that is within one (1) mile of the outer boundaries of the Development (the "Restricted Area"). Such REA shall, *inter alia*, (i) establish appurtenant easements in favor of the portion of the balance of the Development identified as Outlot A and Outlot B (collectively, the "Outlots") for vehicular and pedestrian ingress and egress over the Western Roadway (until such time as the Western Roadway is publicly dedicated to, and maintained by, the City of Columbus or other governmental authority) and over the accessways and driveways located on the Land north of the building (which accessways and driveways may be relocated from time to time, except for the driveway that runs generally east and west through the Property, just south of the southern boundaries of the Outlots and directly east of Outlot B, which driveway is referred to herein as "Outlot Driveway"), (ii) contain provisions dealing with the maintenance and repair of the Western Roadway (until such time as the Western Roadway is publicly dedicated to, and maintained by, the City of Columbus or other governmental authority), the maintenance and repair of the accessways and driveways on the Land, and allocating the cost of such maintenance and repair among the Land and the Outlots, (iii) establish appurtenant easements in favor of the balance of the Development (or the portions thereof adjacent to the Additional Property) for vehicular and pedestrian ingress and egress over the Western Roadway (until such time as the Western Roadway is publicly dedicated to, and maintained by, the City of Columbus or other governmental authority), (iv) establish an appurtenant easement in favor of the Property over the portion of the balance of the Development identified as the "Access Drive" on the Site Plan for vehicular ingress and egress over the Access Drive to and from the Western Roadway, (v) establish an appurtenant easement in favor of the Property over portions of the balance of the Development necessary for the storm water and surface water runoff to drain into the detention pond located near the southeast corner of the Development (the "Detention Pond"), or to an adequate public storm water drainage system, (vi) contain a covenant of Seller not to lease, rent, sell, transfer, suffer or permit to be leased, rented, sold, transferred or otherwise occupied, any of the Restricted Area (other than the Land and the Excluded Parcels (as hereinafter defined)) for use as a home improvement center (vii) provide that the Property may be used for any lawful purpose, except as specifically limited by the provisions hereof, (viii) provide that Purchaser is entitled to its standard building and other signage mounted on its front and other exposed walls (subject to the City's approval), and Purchaser shall have the right to erect its own freestanding pylon sign for its sole use and enjoyment (subject to the City's approval thereof), and (ix) contain certain restrictions, provisions and obligations governing the development and operation of the Property, the Outlots

and the remainder of the Development owned by Seller or the City as of the Effective Date (other than the Excluded Parcels), including, without limitation, (A) a restriction prohibiting any portion of the Outlots and the remainder of the Development outside of the Land (other than the Excluded Parcels) from being used for any business which sells, displays, leases, rents or distributes the items or materials set forth in Exhibit "E-1" attached hereto, singly or in any combination, (B) restrictions prohibiting any portion of the Outlots and certain portions of the Development (other than the Excluded Parcels) from being used for the purposes or uses set forth in Exhibit "E-2" attached hereto, and (C) remedies on default, height restrictions on improvements constructed within the Outlots and the portions of the Development depicted on the Site Plan, and "no build" areas or view corridors on the Outlots and the portions of the Development depicted on the Site Plan required to protect visibility of improvements on the Land.

(b) The parties agree to negotiate in good faith in an effort to agree upon a form of REA as soon as reasonably possible following the execution and delivery of this Agreement, but in no event later than the expiration of the Inspection and Approval Period. If the parties have been unable mutually to agree upon an acceptable form of the REA within such period or if Seller, the City or any necessary third parties have failed to execute and deliver same prior to the expiration of the Inspection and Approval Period, Purchaser may, at any time thereafter prior to approval of a form REA and execution of same by Seller, the City and the necessary third parties, cancel and terminate this Agreement by giving notice of termination to Seller, in which case Escrow Holder shall immediately refund to Purchaser the Earnest Money (except for the Nonrefundable Portion, which Escrow Holder shall, except in cases of Seller's default, pay to Seller in consideration of Purchaser's rights afforded by this Agreement, and except for the Extension Funds, which Escrow Holder shall, except in cases of Seller's default, pay to Seller), and the parties shall be relieved of any and all further right, duty, liability or obligation under or with respect to this Agreement, except for matters that by the express terms of this Agreement shall survive termination, and except that no such termination shall absolve Seller of liability for or otherwise limit or preclude Purchaser's exercise of other rights and remedies for any breach by Seller of its obligations under this Agreement respecting the REA.

(c) The covenants contained in the REA shall run with the land, shall exist for the maximum period permitted by applicable law and shall be recorded against the portion of the Development owned by Seller or the City as of the Effective Date and each other property in the Restricted Area owned or controlled (now or in the future) directly or indirectly, by Seller (other than the Excluded Parcels). Not later than ten (10) days prior to Closing, Seller shall provide a list of all properties now or then so owned or controlled and located within the Restricted Area (and legal descriptions thereof sufficient to permit the REA to be recorded against such properties).

(d) Seller hereby covenants and agrees, whether before or after Closing hereunder, not to sell, lease, or otherwise transfer any such property to which this Paragraph 21 applies without specifically imposing the restrictions set forth in Exhibits "E-1" and "E-2" to this Agreement thereon and recording such restrictions contemporaneously with Seller's sale, lease, or other transfer thereof; provided that the foregoing covenant shall not apply to the real property depicted and described on Exhibit "F" attached hereto (the "Excepted Parcels").