

AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

Reference is made to that certain Reciprocal Easement Agreement by and between **DARBRO, INC.**, a Maine corporation having a mailing address of P.O. Box 903, Ellsworth, Maine 04605 ("Darbro"); and **HOME DEPOT U.S.A., INC.**, a Delaware corporation having a mailing address of 2455 Paces Ferry Road, N.W., Atlanta, Georgia 30339 ("Home Depot") dated September 29, 2000, recorded in the Hancock County Registry of Deeds (the "Registry") at Book 2967, Page 78 (the "Easement Agreement").

WHEREAS, Darbro and Home Depot granted to each other various rights and easements appurtenant to their respective parcels, all as more particularly described in the Easement Agreement;

WHEREAS, by Deed recorded in the Registry at Book 3438, Page 303, Darbro conveyed to **W/S ELLSWORTH-ROUTE 3 LLC**, a Delaware limited liability company having a mailing address of 1330 Boylston Street, Chestnut Hill, Massachusetts 02467 ("W/S Route 3") its interest in those certain parcels described as Lots 1 and 3 in the Easement Agreement;

WHEREAS, by Deed recorded in the Registry at Book 3720, Page 301, Home Depot has conveyed to **HOME DEPOT OF MARYLAND, INC.**, a Delaware corporation having a mailing address of 2455 Paces Ferry Road, N.W., Atlanta, Georgia 30339 ("Home Depot MD") its interest in that certain parcel described as Lot 2 in the Easement;

WHEREAS, the parties desire to make certain modifications to the Easement as set forth herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. In Recital A of the Easement Agreement, reference to a certain plan entitled "Amended Subdivision Plan for W/S Ellsworth Properties LLC, Acadia Crossing Subdivision, Myrick Street (Hancock County) Ellsworth, Maine" dated March 17, 2000, recorded with the Hancock County Registry of Deeds (the "Registry") on May 1, 2000 in File 29, Page 152 (the "Subdivision Plan") is hereby deleted and replaced with "Amended Subdivision Plan of: Acadia Crossing Subdivision, Myrick Street (Hancock County) Ellsworth, Maine" dated March 14, 2007," recorded with the Hancock County Registry of Deeds (the "Registry") on June 25, 2007 in File 36, Page 140 (the "Amended Subdivision Plan").

2. All references in the Easement Agreement to the "Subdivision Plan" shall mean the Amended Subdivision Plan when referring to Lots 1, 2 and 3, and the Amended Subdivision Plan shall be considered the Subdivision Plan for the purpose of delineating Lots 1, 2 and 3".

3. All references in the Easement Agreement to "Lot 1" and "Lot 3" shall mean ~~"Lot 1"~~ and "Lot 3," respectively, as shown on the Amended Subdivision Plan. Any easement in the Easement Agreement that affects any portion of Lot 1 or Lot 3 shall be deemed to affect such lots as depicted on the Amended Subdivision Plan.

4. In Section 1(a), the reference to the plan entitled "'Easement Plan of Lot #2 - Acadia Crossing Subdivision' dated September 20, 2000, prepared by Herrick & Salisbury, Inc. and recorded with the Registry herewith" is hereby deleted and replaced with "'Easement Plan of Lot #2 - Acadia Crossing Subdivision' dated June 29, 2007, prepared by Herrick & Salisbury, Inc. and recorded herewith, which plan is referred to herein as the "Amended Easement Plan".

5. All references in the Easement Agreement to the "Easement Plan" shall mean the "Amended Easement Plan", and the Amended Easement Plan shall be considered the Easement Plan for all purposes herein.

6. In Section 1(a) of the Easement Agreement, the reference to "54' Access and Utility Easement for Lots 1, 2, 3 & 4 Centered on Boundary Line" is hereby deleted and replaced with the words "Access and Utility Easement".

7. The third sentence of Section 1(a) of the Easement Agreement is amended by deleting the phrase "owners of Lot 1 and Lot 2" and replacing it with the phrase "owners of Lot 1, Lot 2 and Lot 3."

8. The first sentence of Section 1(b) of the Easement Agreement is amended by deleting the phrase "exclusive right and easement" and replacing it with the phrase "non-exclusive right and easement together with the owner of Lot 4." In Section 1(b) of the Easement Agreement, references to that certain "Grading and Drainage Plan" are hereby deleted and replaced with that certain "Amended Grading and Drainage Plan". Exhibit C of the Easement is hereby deleted and replaced with "'Description of Amended Grading and Drainage Plan' - That certain plan entitled 'Exhibit C Amended Drainage and Grading Plan of Home Depot at W/S Ellsworth Route 3 LLC's Acadia Crossing, City of Ellsworth, Hancock County, Maine,' dated June 28, 2007, prepared by CES, Inc. Engineers and Surveyors."

9. The reference in Section 1(c) of the Easement Agreement to "Approximate Location 30' x 50' Pylon Sign & Structure Plan" shall mean the "Approximate Location 30' x 50' Pylon Sign & Structure Plan" as shown on the Amended Easement Plan.

10. The reference in Section 1(d) of the Easement Agreement to "Approximate Location 20' x 30' Pylon Sign & Structure Plan" shall mean the "Approximate Location 20' x 30' Pylon Sign & Structure Plan" as shown on the Amended Easement Plan.

11. Section 1(h) of the Easement Agreement is hereby deleted in its entirety and replaced with "Intentionally deleted".

12. Section 1(i) of the Easement Agreement is hereby deleted in its entirety and replaced with "Intentionally deleted".

13. In Section 2(a) of the Easement Agreement, reference to "54' Access and Utility Easement for Lots 1, 2, 3 & 4 Centered on Boundary Line" is hereby deleted and replaced with "Access and Utility Easement". Any activity relating to the change over of utility service must be coordinated through the store manager who is Donald Dyer. Mr. Dyer's contact information is 207-667-1986; e-mail address is: Donald_dyer@homedepot.com, and must be arranged with at least three (3) business days notice.

14. The first sentence of Section 2(a) of the Easement Agreement is amended by adding the words "and Lot 3" after the words "to Lot 1". The second sentence of Section 2(a) of the Easement Agreement is amended by deleting the phrase "owners of Lot 1 and Lot 2" in both places where it appears and replacing it with the phrase "owners of Lot 1, Lot 2 and Lot 3."

15. Section 2(d) of the Easement Agreement is modified as follows:

- (a) subsection (ii) is hereby deleted in its entirety; and
- (b) subsection "(iii)" is hereby renumbered as subsection "(ii)"; and
- (c) the following subsections are added after renumbered subsection (ii): "(iii) Home Depot approves of the proposed Pylon Structures as shown on Exhibit A attached hereto and incorporated hereon. Any material modification to the Pylon Structures shall require Home Depot's consent not to be unreasonably withheld, conditioned or delayed; and (iv) the owner of Lot 1 shall use diligent efforts to maintain signage comparable to the pylon sign for Home Depot at all times that the Pylon Structures are being repaired or replaced by the Owner of Lot 1.

16. The following phrase shall be added to the end of Section 17 of the Easement Agreement "if to W/S Route 3 addressed to such entity c/o S.R. Weiner & Associates, Inc., 1330 Boylston Street, Chestnut Hill, MA 02467."

17. Notwithstanding anything to the contrary set forth herein or in the Easement Agreement, at any time after more than 50,000 square feet of building area is built on any of Lot 1 or Lot 3, the owner of Lot 1 may assume the maintenance, repair and replacement obligations set forth in Sections 1 and 2 of the Easement Agreement, and each of the owners of Lot 2 and Lot 3 shall contribute its pro-rata share of the costs of maintaining, repairing and replacing such access drive, detention ponds and stormwater drainage structures and facilities to the extent such lot has the benefit of the applicable easement. The pro-rata share shall be based upon a fraction, the numerator of which shall be the square footage of the buildings on the lot in question and the denominator of which shall be the square footage of all buildings on lots having the benefit of such easement as set forth in the Easement Agreement.

18. No building on Lot 3 shall exceed twenty three (23) feet in height from the finished floor elevation, which limit on height shall not include parapets, architectural embellishments, mechanical fixtures, signage and television equipment.

19. All other terms of the Easement Agreement shall remain in full force and effect and the Easement, as amended, is hereby ratified and affirmed. All references herein to the Easement Agreement shall mean the Easement Agreement as amended by this Amendment. This Amendment is binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. This amendment may be executed in counterpart copies.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Easement
as of the 14 day of July, 2007

HOME DEPOT OF MARYLAND, INC.,
a Delaware Corporation

By: _____

Name:

Title:

Hereunto duly authorized

W/S ELLSWORTH ROUTE 3 LLC,
a Delaware limited liability company

By: Thomas J. DeSimone

Name: Thomas J. DeSimone

Title: Vice President

Hereunto duly authorized

DARBRO, INC.,
a Maine Corporation

By: _____

Name:

Title:

Hereunto duly authorized

STATE OF _____
County of _____

_____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of Home Depot of Maryland, Inc., and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)

STATE OF Massachusetts
County of Suffolk

July 3, 2007

On this day, before me, the undersigned notary public, personally appeared Thomas J. DeSimone Vice President of W/S Ellsworth Route 3 LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)



STATE OF _____
County of _____

_____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of Darbro, Inc., and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Easement
as of the 1st day of July, 2007

HOME DEPOT OF MARYLAND, INC.,
a Delaware Corporation

By: _____
Name: _____
Title: _____
Hereunto duly authorized

W/S ELLSWORTH ROUTE 3 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Hereunto duly authorized

DARBRO, INC.,
a Maine Corporation

By: Mitchell A. Small
Name: Mitchell A. Small
Title: President
Hereunto duly authorized

STATE OF _____

County of _____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of Home Depot of Maryland, Inc., and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.)

(official signature and seal of notary)

STATE OF _____

County of _____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of W/S Ellsworth Route 3 LLC, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)

STATE OF MAINECounty of HANCOCK, 2007

On this day, before me, the undersigned notary public, personally appeared MITCHELL A. SMALL, PASSENGER of Darbro, Inc., and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)

JAMES E. PATTERSON**SEAL**

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Easement
as of the ~~19th~~ day of July, 2007

HOME DEPOT OF MARYLAND, INC.,
a Delaware Corporation

By: Cynthia Warren
Name: Cynthia Warren
Title: Director of Legal
Hereunto duly authorized

W/S ELLSWORTH ROUTE 3 LLC,
a Massachusetts limited liability company

By: _____
Name: _____
Title: _____
Hereunto duly authorized

DARBRO, INC.,
a Maine Corporation

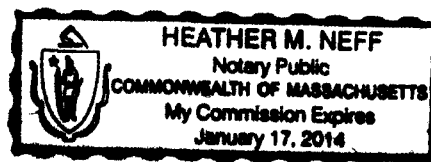
By: _____
Name: _____
Title: _____
Hereunto duly authorized

STATE OF Massachusetts
County of Norfolk

July 6, 2007

On this day, before me, the undersigned notary public, personally appeared Cynthia Warren, Director of Legal of Home Depot of Maryland, Inc., and proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

Heather M. Neff
(official signature and seal of notary)



STATE OF _____
County of _____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of W/S Ellsworth Route 3 LLC, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)

STATE OF _____
County of _____, 2007

On this day, before me, the undersigned notary public, personally appeared _____, _____ of Darbro, Inc., and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in such capacity.

(official signature and seal of notary)