

AFTER RECORDING PLEASE RETURN TO:

Husch Blackwell LLP
13330 California Street, Suite 200
Omaha, Nebraska 68154
Attn: Adam Charlsen

**RECIPROCAL ACCESS EASEMENT AGREEMENT
CONAGRA CAMPUS PEDESTRIAN LINK SYSTEM**

This Reciprocal Access Easement Agreement ("Agreement") is entered into and effective on this 13th day of October, 2017 ("Effective Date"), by and between Conagra Brands, Inc., a Delaware corporation f/k/a ConAgra Foods, Inc. ("Conagra"), ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company ("ConAgra Packaged Foods"), Cole OFC Omaha NE, LLC, a Delaware limited liability company ("Cole"), CRIC CAG Omaha 9, LLC, a Delaware limited liability company ("CRIC"); collectively, together with Conagra, ConAgra Packaged Foods, and Cole, the "Subject Property Owners"), and Wells Fargo Bank Northwest, N.A., as Trustee ("Wells Fargo").

WHEREAS, Conagra is the owner of the parcel of land located at 808 ConAgra Drive, Omaha, Nebraska, and more particularly described on **Exhibit A** attached hereto ("Conagra Property No. 1");

WHEREAS, Conagra is also the owner of the parcel of land located at 708 ConAgra Drive, Omaha, Nebraska, and more particularly described on Exhibit A attached hereto ("Conagra Property No. 2"); collectively, together with Conagra Property No. 1, the "Conagra Property";

WHEREAS, Cole is the owner of the parcel of land located at 707 ConAgra Drive, Omaha, Nebraska, and more particularly described on Exhibit A attached hereto ("Cole Property");

WHEREAS, CRIC is the owner of the parcel of land located at 608 ConAgra Drive, Omaha, Nebraska, and more particularly described on Exhibit A attached hereto ("CRIC Property");

WHEREAS, ConAgra Packaged Foods is the owner of the parcel of land located at 908 ConAgra Drive, Omaha, Nebraska, and more particularly described on Exhibit A attached hereto ("ConAgra Packaged Foods Property No. 1");

WHEREAS, ConAgra Packaged Foods is also the owner of the parcel of land located at 508 ConAgra Drive, Omaha, Nebraska, and more particularly described on Exhibit A attached hereto ("ConAgra Packaged Foods Property No. 2"); collectively, together with ConAgra Packaged Foods Property No. 1, the "ConAgra Packaged Foods Property";

WHEREAS, the CRIC Property is encumbered by a mortgage held by Wells Fargo, as evidenced by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement recorded in the Office on September 17, 2015, as Document No. 2015078627 ("Wells Fargo Deed of Trust");

WHEREAS, located beneath the surface of and through portions of each of the Conagra Property, ConAgra Packaged Foods Property, Cole Property, and CRIC Property (collectively, the "Subject Properties" and sometimes hereinafter referred to individually as a "Subject Property") is an underground pedestrian tunnel link system ("Pedestrian Link") that provides access to and from the Subject Properties and to and from the parking area located at the corner of Jones Street and 7th Street, Omaha, Nebraska ("Parking Area"), which is depicted on **Exhibit B** attached hereto ("Pedestrian Link Easement Area"); and

WHEREAS, the Subject Property Owners desire to enter into this Agreement to provide for mutual and reciprocal rights to each other for the use of the Pedestrian Link within the Pedestrian Link Easement Area for pedestrian ingress and egress by such parties; and

WHEREAS, Wells Fargo desires to consent to the easements granted hereunder and to subordinate its interests in the Wells Fargo Deed of Trust to the use of the Pedestrian Link Easement Area by the Subject Property Owners and any future of owners of the Subject Properties.

NOW, THEREFORE, in consideration for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conagra Grant of Pedestrian Link Easement.** Subject to the reservation of rights set forth in Section 6(a) below, Conagra hereby conveys to each of the other Subject Property Owners and to their respective successors and assigns for their use and the use of their respective agents, tenants, employees, customers, licensees and invitees, a non-exclusive permanent subsurface easement within the Pedestrian Link Easement Area that is located under the surface of and through a portion of the Conagra Property, for the sole purpose of pedestrian access, ingress and egress from and to all buildings located on the Subject Properties, public rights-of-way, and the Parking Area.

2. **ConAgra Packaged Foods Grant of Pedestrian Link Easement.** Subject to the reservation of rights set forth in Section 6(a) below, ConAgra Packaged Foods hereby conveys to each of the other Subject Property Owners and to their respective successors and assigns for their use and the use of their respective agents, tenants, employees, customers, licensees and invitees, a non-exclusive permanent subsurface easement within the Pedestrian Link Easement Area that is located under the surface of and through a portion of the ConAgra Packaged Foods Property, for the sole purpose of pedestrian access, ingress and egress from and to all buildings located on the Subject Properties, public rights-of-way, and the Parking Area.

3. **Cole Grant of Pedestrian Link Easement.** Subject to the reservation of rights set forth in Section 6(a) below, Cole hereby conveys to each of the other Subject Property Owners and to their respective successors and assigns for their use and the use of their respective agents, tenants, employees, customers, licensees and invitees, a non-exclusive permanent subsurface easement within the Pedestrian Link Easement Area that is located under the surface of and through a portion of the Cole Property, for the sole purpose of pedestrian access, ingress and egress from and to all buildings located on the Subject Properties, public rights-of-way, and the Parking Area.

4. **CRIC Grant of Pedestrian Link Easement.** Subject to the reservation of rights set forth in Section 6(a) below, CRIC hereby conveys to each of the other Subject Property Owners and to their respective successors and assigns for their use and the use of their respective agents, tenants, employees, customers, licensees and invitees, a non-exclusive permanent subsurface easement within the Pedestrian Link Easement Area that is located under the surface of and through a portion of the CRIC Property, for the sole purpose of pedestrian access, ingress and egress from and to all buildings located on the Subject Properties, public rights-of-way, and the Parking Area.

5. **Permitted Use of Pedestrian Link Easement Area.** The Subject Property Owners may use the Pedestrian Link Easement Area for the sole purposes permitted herein and, except as specifically set forth in this Agreement, shall not construct or permit any buildings, structures, fences, gates, doors, or other obstructions to be erected or placed upon or within the Pedestrian Link Easement Area without the prior written consent of the other Subject Property Owners. Each of the Subject Property Owners further covenants that it shall not interfere, subject to the terms of this Agreement, with any other Subject Property Owner's use and enjoyment of the Pedestrian Link Easement Area. Except as expressly permitted herein, no Subject Property Owner may relocate, remove, modify, or alter the configuration or location of the Pedestrian Link or the Pedestrian Link Easement Area without the prior written consent of the other Subject Property Owners.

6. **Reservations, Conditions and Obligations with Respect to Easement.**

(a) Each Subject Property Owner shall have the right to make reasonable modifications to the configuration or location of any portion of the Pedestrian Link and/or the Pedestrian Link Easement Area located on or beneath its Subject Property. All such modifications must be (i) done in a lien-free, first-class, and workmanlike manner; (ii) performed in a manner that minimizes any interruption to the other Subject Property Owners' use of the Pedestrian Link; and (iii) substantially completed within six months after commencement of such modifications.

(b) Except in connection with making reasonable modifications to the Pedestrian Link and/or Pedestrian Link Easement Area pursuant to Section 6(a) above, each Subject Property Owner agrees not to obstruct or impede access to and from the Pedestrian Link Easement Area by the other Subject Property Owners and/or their respective agents, tenants, employees, customers, licensees and invitees in any manner.

(c) Each Subject Property Owner reserves all right, title, and interest in and to the Pedestrian Link Easement Area incident to each such party's respective fee simple estate of the Subject Properties and for any and all purposes not inconsistent with other Subject Property Owners' use of the portion of the Subject Properties they own as expressly permitted herein.

(d) The easements granted herein may be utilized by each Subject Property Owner's agents, tenants, employees, customers, licensees and invitees.

7. **Maintenance and Repair.** The Subject Property Owners hereby covenant and agree to keep and maintain the Pedestrian Link located within the Pedestrian Link Easement Area located on their respective portions of the Subject Properties in good repair, order and working condition.

8. **Wells Fargo Consent and Subordination.** Wells Fargo hereby provides its perpetual consent and subordination of its interests in the Wells Fargo Deed of Trust to the use of the Pedestrian Link Easement Area by the Subject Property Owners and their respective agents, tenants, employees, customers, licensees, and invitees, successors and assigns. Wells Fargo further agrees for itself and for any purchaser of the Wells Fargo Deed of Trust, upon a foreclosure of any portion of the Subject

Properties encumbered by any of the Wells Fargo Deed of Trust, not to terminate or to disturb the rights or uses permitted under this Agreement.

9. **Notices.** All notices, consents, demands, requests and other communications required or permitted hereunder (“Notices”) shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt. All Notices shall be sent to the addressee at its address set forth on the signature page hereof.

10. **Binding Effect.** This Agreement and the easements granted hereunder are appurtenant to and shall run with the Subject Properties, and shall be binding upon and inure to the benefit of the Subject Property Owners and their respective successors and assigns.

11. **Attorneys’ Fees.** In any action or proceeding between the parties hereto arising from or relating to this Agreement or the enforcement or interpretation hereof, the non-prevailing party(ies) shall pay to the prevailing party(ies) the prevailing party(ies)’s reasonable attorneys’ fees (including costs and expenses) incurred in connection with such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment.

12. **Complete Agreement.** This Agreement, together with the exhibits attached hereto, contains all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter of this Agreement, and there are no agreements, understandings, or promises between the parties hereto other than those set forth in this Agreement.

13. **Severability.** If any clause or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

14. **Governing Law.** This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts taken together shall be deemed to constitute one and the same instrument.

16. **Amendment.** This Agreement may not be amended or terminated, except by a written instrument signed by the then fee owners of all of the Subject Properties.

[Remainder of page intentionally left blank, signature pages follow]

IN WITNESS WHEREOF, the below signed have executed this Agreement to be effective as of the Effective Date.

Conagra Brands, Inc., a Delaware corporation
f/k/a ConAgra Foods, Inc.

By: *John Lewandowski*
Name: *John Lewandowski*
Title: *Sr Director of Real Estate & Facilities*

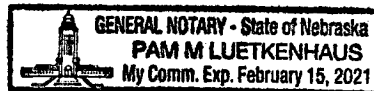
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 27th day of September, 2017 by John Lewandowski, the Sr. Director of Real Estate & Facilities of Conagra Brands, Inc., a Delaware corporation, on behalf of the corporation.

Pam Luetkenhaus
Title or Rank: *Notary - Sr. Analyst*
Serial Number, if any: *N/A*

Notice Addresses for Conagra

Email: _____



With a copy to:
William M. Hof
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Email: William.Hof@huschblackwell.com

ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company

By: [Signature]
Name: John Lewandowski
Title: Sr Director of Real Estate & Facilities

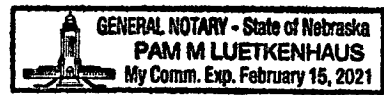
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 27th day of September, 2017 by John Lewandowski, the Sr. Director, Real Estate & Facilities of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Title or Rank: Notary - Sr. Analyst
Serial Number, if any: N/A

Notice Addresses for ConAgra Packaged Foods

Email: _____



With a copy to:
William M. Hof
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Email: William.Hof@huschblackwell.com

CRIC CAG Omaha 9 LLC, a Delaware limited liability company

By: Marjorie Palace
Name: Marjorie Palace
Title: President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 30 day of October, 2017 by Marjorie Palace, the President of CRIC CAG Omaha 9 LLC, a Delaware limited liability company, on behalf of the company.

Peter Y. Flynn
Title or Rank: _____
Serial Number, if any _____



Notice Addresses for CRIC

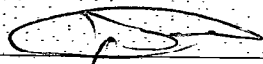
CRIC CAG Omaha 9 LLC
699 Boylston Street, 8th Floor
Boston, MA 02116
Attention: Marjorie Palace, President
Email: mpalace@cric2funds.com

With a copy to:

Dain, Torpy, Le Ray, Wiest & Garner, P.C.
745 Atlantic Avenue, 5th Floor
Boston, MA 02111
Attention: Timothy Pecci
Email: tpecci@daintorpy.com

**COLE OFC OMAHA NE, LLC,
a Delaware limited liability company**

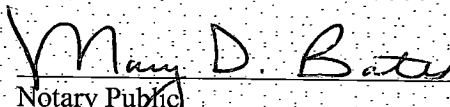
By: Cole REIT Advisors III, LLC,
a Delaware limited liability company

By: 

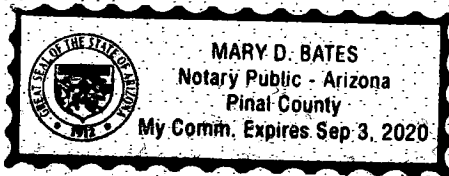
Todd J. Weiss
General Counsel, Real Estate

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 28th day of August, 2017 by Todd J. Weiss, the General Counsel, Real Estate, of Cole REIT Advisors III, LLC, a Delaware limited liability company, the Manager of Cole OFC Omaha NE, LLC, a Delaware limited liability company, on behalf of the company.



Notary Public



Notice Addresses for Cole

c/o VEREIT, Inc.
2325 E. Camelback Road, Suite 1100
Phoenix, AZ 85016
Email: RELegal@VEREIT.com

Wells Fargo Bank Northwest, N.A., as Trustee

By: _____
Name: Joseph H. Pugsley
Title: Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of October, 2017 by Joseph H. Pugsley, the Vice President of Wells Fargo Bank Northwest, N.A., on behalf of the Corporation.

Michael Lynn Shaw

Title or Rank: Notary Public

Serial Number, if any: _____

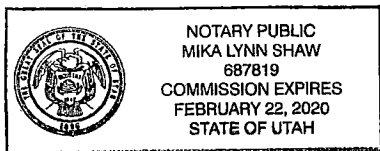


EXHIBIT A

Subject Properties

Conagra Property No. 1

Lot 1, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

(More commonly known as 808 ConAgra Drive, Omaha, Nebraska)

Conagra Property No. 2

Lot 20, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

(More commonly known as 708 ConAgra Drive, Omaha, Nebraska)

Cole Property

Lot 10, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

(More commonly known as 707 ConAgra Drive, Omaha, Nebraska)

CRIC Property

Lot 17, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

(More commonly known as 608 ConAgra Drive, Omaha, Nebraska)

ConAgra Packaged Foods Property No. 1

Lot 2, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

(More commonly known as 908 ConAgra Drive, Omaha, Nebraska)

ConAgra Packaged Foods Property No. 2

Lot 1, Power Station Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska

(More commonly known as 508 ConAgra Drive, Omaha, Nebraska)

EXHIBIT B

Pedestrian Link Easement Area

