



This instrument prepared by:

WAL-MART REAL ESTATE BUSINESS TRUST
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-5535

Return recorded document to:

Lawyers Title
4131 N. Central Expressway, Ste 450
Dallas, TX 75204
Attn: Denise Bell

19780157934
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SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made effective May 30, 2019, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 2001 S.E. 10th Street, Bentonville, AR 72716 ("Grantor"); and **BATIS DEVELOPMENT COMPANY**, a Kansas corporation, with an address of 2933 SW Woodside Drive, Suite 200, Topeka, KS 66614 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land situated, lying, and being in the City of Omaha, Douglas County, Nebraska, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby expressly saves, excepts and reserves from this conveyance to itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon the Property including, but not limited to, quartz, brine, coal, lignite, peat,

oil and gas, including coal seam gas, together with the right to enter upon the Property for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells on the Property and taking out and removing there from, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of the Property as may be reasonably necessary for such purposes.

This conveyance is expressly subject to the following conditions and restrictions:

The Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility) as: (i) a discount store in excess of eight thousand (8,000) square feet, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer; (iv) operating a fulfillment facility in connection with selling, receiving, storing or distributing merchandise from a catalog or online retailer; (v) any collateral use (e.g., parking, drainage or service drives) in support of any of the foregoing uses; or (vi) any combination of the foregoing uses; as used herein, an "Internet Fulfillment Center" shall mean any space within the Property, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and would have been prohibited under Subsections (i) through (vi) of this Section if sold within the Property, including goods that are typically found in a Discount Department Store, Grocery Store, or Pharmacy, or other products that result from orders placed remotely within or outside the Property over the Internet, phone service, mail order, or other means by any person or entity that does not currently occupy at least fifty thousand (50,000) square feet of floor area within the Property (the "Property Restrictions"). Nothing in the Property Restrictions shall restrict a typical Starbucks from operating on the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2019, and thereafter.

[Signature page follows]

Exhibit "A"

[Legal Description]

Tract 1:

Lot 2, POPPLETON PARK REPLAT ONE, City of Omaha, Douglas County, Nebraska.

Tract 2:

Easement for the benefit of Tract 1 created by the Amended and Restated Easement and Agreement dated December 14, 2012, recorded January 10, 2013 as Instrument No. 2013003041, and First Amendment recorded January 10, 2013 as Instrument No. 2013003157, for access, utility and party wall, over, under and across the land more particularly described as Tract 2 on Exhibit B of said instrument. Subject to the terms, provisions and conditions set forth in said instrument.