

FILED SARPY CO. NE.
INSTRUMENT NUMBER

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Sheryl J. Dowling

REGISTER OF DEEDS



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This Instrument Prepared by and
When Recorded Return To:
Daspin & Aument LLP
227 W. Monroe St, Suite 3500
Chicago, IL 60606
Attention: Nicole R. Brown

THIS AGREEMENT (this "Agreement") is entered into this 30th day of September, 2013 by and among COLE WG PAPILLION NE, LLC, a Delaware limited liability company ("**Cole**"), PAPILLION DEVELOPMENT SETTLER'S CREEK, LLC, a Nebraska limited liability company ("**Developer**"), and Walgreen Co., an Illinois corporation ("**Walgreens**").

PRELIMINARY STATEMENTS

A. The real property legally described on Exhibit "A" attached hereto (the "**Property**") is located within the Settler's Creek Shopping Center, Papillion, Nebraska ("**Shopping Center**") and such Property is owned by Cole WG Papillion NE, LLC, a Delaware limited liability company ("**Cole**"). Walgreens has leased the Property from Cole pursuant to the terms of a lease agreement between them ("**Walgreens Lease**").

B. The remainder of the Shopping Center legally described on Exhibit "B" attached hereto is owned by Papillion Development Settler's Creek, LLC, a Nebraska limited liability company ("**Developer**") and is subject to that Declaration of Reciprocal Easements, Covenants and Restrictions dated as of July 28, 2008 and recorded August 14, 2008 as document number 2008-23219 in the Sarpy County Register of Deeds, as amended by that certain Amendment to Declaration of Reciprocal Easements, Covenants and Restrictions dated October 1, 2009 and recorded October 8, 2009 as document number 2009-32618 in the Sarpy County Register of Deeds, and as amended by that certain Second Amendment to Declaration of Reciprocal Easements, Covenants and Restrictions dated Sept. 30, 2013 and recorded Sept. 30 2013 as document number _____ in the Sarpy County Register of Deeds (collectively, and as may be further amended from time to time, the "ECR"). 2013-30783

C. Walgreens has requested to be permitted to use a portion of the Property as an Outside Sales Area, as defined in Section 1.12 of the ECR. Walgreens' use of a portion of the Property as an Outside Sales Area is

subject to the prior written approval of Developer and is subject to such other conditions and limitations as set forth in the ECR. Walgreens has also requested to be permitted to install sign panels on certain pylon signs at the Shopping Center. Developer and Cole are willing to grant these rights subject to the terms hereof.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the parties and signatories hereto do hereby agree as follows:

AGREEMENT

1. Developer hereby consents to Walgreens' use of the sidewalks directly in front of the store and on both sides of the entrance doors of the building on the Property, for outdoor sales of potted plants, pumpkins, and other similar or seasonal items up to three (3) times per calendar year during the term of the Walgreens Lease, with each such sales period not to exceed two (2) consecutive months, subject to Walgreens' compliance with the other terms relating thereto as set forth in the ECR.

2. Subject to Cole obtaining any necessary approvals from local governmental authorities, Developer hereby agrees that Cole shall have the right to enlarge the Shopping Center pylon sign located on Cornhusker Road (the "**Cornhusker Sign**") by adding a fourth (4th) panel on the bottom of the Cornhusker Sign for Cole's exclusive use (the "**Cornhusker Panel**"). Cole shall pay all costs and expenses (including attorneys' fees and consulting fees) associated with, and shall be responsible for securing, all requisite permits and approvals in connection with the Cornhusker Panel. The size and design of the Cornhusker Panel shall be subject to Developer's review and approval, with such approval not to be unreasonably withheld, conditioned, or delayed. At Cole's election, Cole shall, at Cole's sole cost and expense, construct and install the Cornhusker Panel in accordance with the terms of the ECR, any reasonable condition to Developer's approval, and all applicable laws and regulations. Following addition of the Cornhusker Panel, Cole shall have the right to place and keep an identification sign on the Cornhusker Panel, the size and type of which shall be subject to Developer's approval, not to be unreasonably withheld, conditioned, or delayed. Cole shall reimburse Developer, within thirty (30) days after Cole's receipt of an invoice from Developer, for Cole's share of the reasonable costs of renewing, replacing, maintaining, repairing and operating the Cornhusker Sign, such share to be equal to a fraction, the numerator of which shall be the square foot size of the Cornhusker Panel and the denominator of which shall be the total square foot size of all sign panels on the Cornhusker Sign. Additionally, in the event Developer obtains requisite governmental approvals and permits to construct additional multi-tenant pylon signs serving the Shopping Center at or near the Shopping Center, Cole shall have the right to place and keep an identification sign in the second (2nd) position on any such Shopping Center pylon sign, the size and type of which identification sign shall be subject to Developer's approval, not to be unreasonably withheld, conditioned, or delayed. If Cole exercises such right, Cole shall reimburse Developer within thirty (30) days after Cole's receipt of an invoice from Developer, for Cole's share of the reasonable costs of constructing, installing, renewing, replacing, maintaining, repairing and operating any such Shopping Center pylon sign, such share to be equal to a fraction, the numerator of which shall be the square foot size of Cole's identification sign panel and the denominator of which shall be the total square foot size of all sign panels on any such Shopping Center pylon sign. Anything herein to the contrary notwithstanding, Developer shall have no obligation to obtain requisite governmental approvals and permits to construct any such additional Shopping Center pylon sign, and failure to do so shall not constitute a breach or default by Developer hereunder. Cole, Walgreens, and Developer agree that, for the duration of the Walgreens Lease, Walgreens will be entitled to exercise Cole's rights and will be obligated to perform Cole's obligations under this Section 2, and Cole will have no liability therefor. Walgreens agrees to indemnify and hold Cole harmless for, from, and against any and all liability for personal injuries, property damage, or loss of life or property resulting from or in any way connected with Walgreens' exercise of Cole's rights or performance of Cole's obligations under this Section 2, or with Walgreens' use of the Cornhusker Sign or other Shopping Center pylon signs. Upon the expiration or earlier termination of the Walgreens Lease, Cole's rights under this Section 2 shall automatically revert back to Cole without any further notice or agreement.

3. The agreements made and consents given hereunder shall be binding upon and inure to the benefit of Developer, Cole, Walgreens, and their respective successors and assigns. Words and terms not otherwise defined herein shall have the same meanings ascribed to such words and terms as in the ECR.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

DEVELOPER:

PAPILLION DEVELOPMENT SETTLER'S CREEK, LLC,
a Nebraska limited liability company

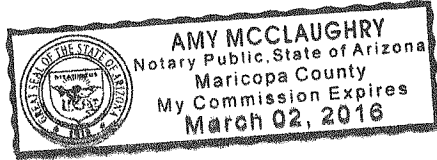
By: RED Papillion Settler's Creek, LLC,
a Missouri limited liability company
Manager

By: RED Consolidated Holdings, LLC,
a Delaware limited liability company
its Sole Member

By: *[Signature]*
Michael L. Ebert, Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10 day of September 2013, by Michael L. Ebert, as Vice President of RED Consolidated Holdings, LLC, a Delaware limited liability company, Sole Member of RED Papillion Settler's Creek, LLC, a Missouri limited liability company, Manager of Papillion Development Settler's Creek, LLC, a Nebraska limited liability company, on behalf of the company.




[Signature]
Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COLE:

COLE WG PAPIILLION NE, LLC, a Delaware limited liability company

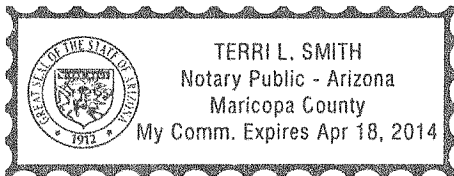
By: Cole REIT Advisors III, a Delaware limited liability company,
its Manager

By: 
Name: Todd J. Weiss
Its: SVP
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

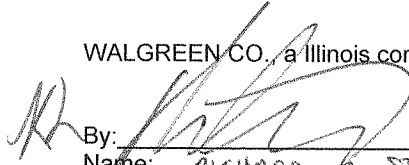
The foregoing instrument was acknowledged before me this 17th day of September, 2013 by Todd J. Weiss Sr. Vice Pres. of Cole REIT Advisors III, a Delaware limited liability company, the Manager of Cole WG Papillion NE, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WALGREEN CO., a Illinois corporation

By: 
Name: RICHARD B. STEINER
Its: DIRECTOR
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 2013 by RICHARD B. STEINER, DIRECTOR of Walgreen Co., an Illinois corporation, on behalf of the corporation.

Notary Public 

MORTGAGEE'S CONSENT

The undersigned mortgagee hereby consents to the rights created by the foregoing instrument respecting the parcels of land described therein.

U.S Bank National Association, as Trustee, in trust for Holders of RBS Commercial Funding Inc., Commercial Mortgage Pass-Through Certificates, Series 2010-MB1

By: Wells Fargo National Association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Serving Agreement dated as of April 22, 2010

By Michael S. Benner
Name Michael S. Benner
Title Vice President

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

On this 16th day of Sept., 2013, personally appeared before me Michael S. Benner, as Vice President of Wells Fargo Bank National Association, acting in its authorized capacity as Master Servicer for and on behalf of U.S. Bank National Association, as Trustee, in trust for Holders of RBS Commercial Funding Inc., Commercial Mortgage Pass-Through Certificates, Series 2010-MB1, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said entities, before me. He/she is personally known to me or has produced a driver's license as identification.

Janet Garner
Notary Public

My commission expires: 3-27-2015

(Notary Seal)

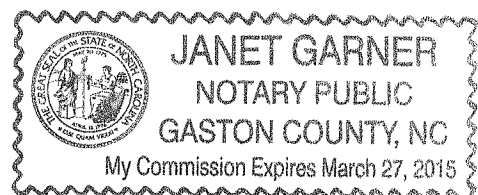


EXHIBIT "A"

Legal Description

Lot 2, Settlers Creek Replat 2, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

EXHIBIT "B"

Legal Description

Lots 1 through 6 and Outlot A of Settlers Creek Replat 6, a subdivision in Sarpy County, Nebraska