

**ASSIGNMENT AND ASSUMPTION OF
RECIPROCAL EASEMENT AND OPERATING AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AND OPERATING AGREEMENT is made as of November 1, 2018 (this “Assignment”), by and between **OAK VIEW MALL L.L.C.**, a Delaware limited liability company (“Assignor”), and **TGA OAK VIEW MALL LLC**, a Delaware limited liability company (“Assignee”).

BACKGROUND:

A. Pursuant to that certain Corporation Quitclaim Deed dated as of the date hereof from Assignor to Assignee, Assignor is selling to Assignee and Assignee is purchasing from Assignor certain real property known as the Oak View Mall in Omaha, Nebraska, which is more particularly described in Exhibit A attached hereto and made a part hereof, together with the improvements and certain personal property located thereon (collectively, the “Property”).

B. In connection with such transfer of the Property, Assignor desires to assign to Assignee certain property documents that encumber or are an appurtenance to the Property and Assignee desires to accept such assignment.

NOW, THEREFORE, for value received, and in consideration of the mutual promises set forth in this Agreement, the parties hereby agree as follows:

1. **Assignment and Assumption of Property Documents.** Assignor hereby assigns and transfers unto Assignee, and Assignee hereby assumes, all of Assignor’s rights and interests in its capacity as owner of the Property those documents referenced on Exhibit B attached hereto and made a part hereof (the “Property Agreements”), including its rights as Developer and any of its rights as the fee owner of the Younkers Tract following the rejection of Younker’s of the Lease (as defined in the Property Agreements), respectively, under the Property Agreements, together with all unpaid amounts previously, now or hereafter payable pursuant to the Property Agreements. Pursuant to the provisions of Section 28.1(b) of the Operating Agreement, Assignee hereby agrees to be bound by all of the covenants of Developer under the Property Documents, subject to the terms of Paragraph 32.9 thereof.

2. **Indemnification.** Assignor shall indemnify and hold harmless Assignee for any claim, loss, damage, expense, loss or other liability under the Property Agreements first arising prior to the date hereof. Assignee shall indemnify and hold harmless Assignor for any claim, loss, damage, expense, loss or other liability under the Property Agreements first arising on or after the date hereof.

3. **Agreements Binding.** This Assignment shall be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Assignment.

NCS-919698-4EO

5. **Costs and Expenses.** If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation including, without limitation, attorneys' fees.

[Remainder of page intentionally left blank; signature page follows]

Effective as of the date first referenced above.

ASSIGNOR:

OAK VIEW MALL L.L.C.,
a Delaware limited liability company

By: *Gregory R. Lynch*
Name: Gregory R. Lynch
Title: Authorized Signatory

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on ~~September~~ ^{October} 29,
2018 by Gregory R. Lynch, the Authorized Signatory of Oak View Mall L.L.C., a
Delaware Limited Liability Company, on behalf of the Company.

Sherri Bradberry
Notary Public

Printed Name of Notary: Sherrri Bradberry



ASSIGNEE:

TGA OAK VIEW MALL LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors LLC,
a Delaware limited liability company,
its Investment Manager

By: *Christopher Burk*
Name: Christopher Burk
Title: Authorized Signer

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me on October _____, 2018 by Christopher Burk, the Authorized Signer of Nuveen Alternatives Advisors LLC, a Delaware Limited Liability Company, the Investment Manager of TGA Oak View Mall LLC, a Delaware Limited Liability Company, on behalf of the Company.

Notary Public

Printed Name of Notary: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On October 29, 2018 before me, Janet M. Robles, Notary Public
(insert name and title of the officer)

personally appeared Christopher Burk
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Janet M. Robles (Seal)

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 2, OAK VIEW REPLAT 3, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

PARCEL 2:

A TRACT OF LAND COMPRISED OF PART OF LOTS 2, 3 AND 4, INCLUSIVE IN OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 3, OAK VIEW; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LOT LINE OF LOT 6, SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 82.99 FEET BEARING NORTH 38°48'21" WEST AND AN ARC LENGTH OF 83.38 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 979.81 FEET, A LONG CHORD OF 222.68 FEET BEARING NORTH 22°39'01" WEST AND AN ARC LENGTH OF 223.16 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 6 AND 7 OF SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 640.82 FEET, A LONG CHORD OF 194.69 FEET BEARING NORTH 7°23'17" WEST AND AN ARC LENGTH OF 195.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, ALONG THE SAID EASTERLY LINE OF LOT 7, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1655.00 FEET A LONG CHORD OF 304.39 FEET BEARING NORTH 6°37'34" EAST AND AN ARC LENGTH OF 304.82 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 7, OAK VIEW; THENCE NORTH 66°33'38" WEST ALONG THE NORTHERLY LINE OF SAID LOT 7, OAK VIEW, A DISTANCE OF 134.64 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY LINE OF LOT 7, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A LONG CHORD OF 34.53 FEET BEARING NORTH 78°16'49" WEST AND AN ARC LENGTH OF 34.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST ALONG THE SAID NORTHERLY LINE OF LOT 7, OAK VIEW, A DISTANCE OF 19.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, OAK VIEW, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 0°00'00" EAST, ALONG THE SAID EAST RIGHT OF WAY LINE OF 144TH STREET, A DISTANCE OF 80.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 8, OAK VIEW; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 19.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY

ALONG THE SAID SOUTHERLY LINE OF LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A LONG CHORD OF 67.03 FEET BEARING SOUTH 78°16'49" EAST AND AN ARC LENGTH OF 67.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°33'38" EAST ALONG THE SAID SOUTHERLY LINE OF LOT 8, OAK VIEW, A DISTANCE OF 120.35 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8, OAK VIEW; THENCE NORTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1655.00 FEET, A LONG CHORD OF 16.83 FEET BEARING NORTH 15°00'27" EAST AND AN ARC LENGTH OF 16.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 15°17'57" EAST, ALONG THE SAID EASTERLY LINE OF LOT 8, OAK VIEW, A DISTANCE OF 232.62 FEET; THENCE SOUTH 39°33'32" EAST, A DISTANCE OF 346.23 FEET; THENCE SOUTH 81°16'21" EAST, A DISTANCE OF 253.29 FEET; THENCE SOUTH 8°44'31" WEST, A DISTANCE OF 366.15 FEET; THENCE SOUTH 81°15'30" EAST, A DISTANCE OF 45.97 FEET; THENCE SOUTH 8°44'31" WEST, A DISTANCE OF 120.20 FEET TO A POINT ON THE SOUTHEASTERLY LOT LINE OF SAID LOT 3, OAK VIEW; THENCE SOUTH 53°47'17" WEST ALONG THE SAID SOUTHEASTERLY LOT LINE OF LOT 3, OAK VIEW, A DISTANCE OF 193.77 FEET; THENCE SOUTH 16°12'43" EAST A DISTANCE OF 29.26 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 283.30 FEET TO A POINT ON THE SAID NORTHEASTERLY LOT LINE OF LOT 6, SAID OAK VIEW; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 28.54 FEET BEARING NORTH 51°44'11" WEST AND AN ARC LENGTH OF 28.56 FEET TO A POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 THROUGH 6, INCLUSIVE, OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, OAK VIEW, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTH 1°19'52" EAST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 22.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°19'52" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 83.58 FEET; THENCE NORTH 89°36'36" WEST, A DISTANCE OF 89.06 FEET; THENCE NORTH 0°23'24" EAST, A DISTANCE OF 57.30 FEET; THENCE NORTH 81°16'21" WEST, A DISTANCE OF 215.55 FEET; THENCE SOUTH 8°45'30" WEST, A DISTANCE OF 123.42 FEET; THENCE NORTH 81°15'43" WEST, A DISTANCE OF 85.34 FEET; THENCE SOUTH 8°38'35" WEST, A DISTANCE OF 271.49 FEET; THENCE SOUTH 81°21'25" EAST, A DISTANCE OF 66.55 FEET; THENCE SOUTH 8°43'39" WEST, A DISTANCE OF 63.44 FEET; THENCE SOUTH 53°43'39" WEST, A DISTANCE OF 147.02 FEET; THENCE SOUTH 30°20'43" EAST, A DISTANCE OF 357.40 FEET; THENCE NORTH 39°39'17"

EAST, A DISTANCE OF 29.27 FEET; THENCE SOUTH 30°20'43" EAST, A DISTANCE OF 269.04 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTH 49°45'20" WEST, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 30.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A LONG CHORD OF 192.65 FEET, BEARING SOUTH 69°52'40" WEST AND AN ARC LENGTH OF 196.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 255.64 FEET; THENCE NORTH 8°46'00" EAST, A DISTANCE OF 718.39 FEET; THENCE NORTH 81°14'01" WEST, A DISTANCE OF 245.85 FEET; THENCE SOUTH 8°46'00" WEST, A DISTANCE OF 154.45 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 427.14 FEET; THENCE SOUTH 62°06'17" EAST, A DISTANCE OF 152.85 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 198.51 FEET TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE NORTH 58°24'38" WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 210.35 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY OF OAK VIEW DRIVE, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 340.00 FEET, A LONG CHORD OF 100.05 FEET, BEARING NORTH 66°52'16" WEST AND AN ARC LENGTH OF 100.41 FEET; THENCE NORTH 55°03'58" EAST, A DISTANCE OF 124.56 FEET TO A POINT ON THE NORTHEASTERLY LOT LINE OF SAID LOT 6, OAK VIEW; THENCE SOUTHEASTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 86.56 FEET BEARING SOUTH 44°59'04" EAST AND AN ARC LENGTH OF 87.01 FEET; THENCE NORTH 53°47'17" EAST A DISTANCE OF 283.30 FEET; THENCE NORTH 16°12'43" WEST, A DISTANCE OF 29.26 FEET TO A POINT ON THE SOUTHEASTERLY LOT LINE OF SAID LOT 3, OAK VIEW; THENCE NORTH 53°47'17" EAST, ALONG THE SAID SOUTHEASTERLY LOT LINE OF LOT 3, OAK VIEW, A DISTANCE OF 193.77 FEET; THENCE NORTH 8°44'31" EAST, A DISTANCE OF 120.20 FEET; THENCE NORTH 81°15'30" WEST, A DISTANCE OF 45.97 FEET; THENCE NORTH 8°44'31" EAST, A DISTANCE OF 366.15 FEET; THENCE NORTH 81°16'21" WEST, A DISTANCE OF 253.29 FEET; THENCE NORTH 39°33'32" WEST, A DISTANCE OF 346.23 FEET TO A POINT OF THE EASTERLY LOT LINE OF LOT 8, IN SAID OAK VIEW; THENCE NORTH 15°17'57" EAST ALONG THE SAID EASTERLY LOT LINE OF LOT 8, OAK VIEW, A DISTANCE OF 58.83 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SAID EASTERLY LOT LINE OF LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.51 FEET, A LONG CHORD OF 69.95 FEET BEARING NORTH 20°30'16" AND AN ARC LENGTH OF 70.05 FEET, TO THE NORTHEASTERLY LOT CORNER OF SAID LOT 8, OAK VIEW; THENCE NORTH 66°33'38" WEST, ALONG THE NORTHERLY LOT LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 288.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE SAID NORTHERLY LOT LINE OF SAID LOT 8, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A LONG CHORD OF 34.53 FEET, BEARING NORTH 78°16'49"

WEST AND AN ARC LENGTH OF 34.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST, ALONG THE NORTH LOT LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 2.78 FEET TO THE NORTHWEST LOT CORNER OF SAID LOT 8, OAK VIEW, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 0°00'00" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 144TH STREET, A DISTANCE OF 93.86 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT 4, OAK VIEW; THENCE SOUTH 66°33'38" EAST, A DISTANCE OF 372.91 FEET TO THE MOST SOUTHERLY CORNER OF LOT 9, SAID OAK VIEW; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 9, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.51 FEET, A LONG CHORD OF 17.42 FEET, BEARING NORTH 38°44'08" EAST AND AN ARC LENGTH OF 17.42 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 9 AND 10, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 686.12 FEET, A LONG CHORD OF 247.76 FEET, BEARING NORTH 50°25'55" EAST AND AN ARC LENGTH OF 249.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 10, 11 AND 13, OF SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 811.38 FEET, A LONG CHORD OF 396.03 FEET BEARING NORTH 74°57'33" EAST AND AN ARC LENGTH OF 400.07 FEET TO THE SOUTHEASTERLY MOST LOT CORNER OF SAID LOT 13, OAK VIEW; THENCE NORTH 0° 54'54" WEST, ALONG THE EASTERLY LINE OF SAID LOT 13, OAK VIEW, A DISTANCE OF 25.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LOT LINE OF SAID LOT 13, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.85 FEET, A LONG CHORD OF 77.99 FEET BEARING NORTH 27°55'11" EAST AND AN ARC LENGTH OF 81.38 FEET; THENCE SOUTH 33°14'33" EAST, A DISTANCE OF 8.50 FEET; THENCE NORTH 56°45'17" EAST, A DISTANCE OF 232.24 FEET TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A LONG CHORD OF 16.13 FEET BEARING NORTH 37°55'58" EAST AND AN ARC LENGTH OF 16.43 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT ALONG SAID OAK VIEW DRIVE RIGHT OF WAY SAID CURVE HAVING A RADIUS OF 650.76 FEET, A LONG CHORD OF 33.45 FEET BEARING SOUTH 24°35'17" EAST, AND AN ARC LENGTH OF 33.45 FEET; THENCE SOUTH 56°45'17" WEST, A DISTANCE OF 242.48 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 44.49 FEET, A LONG CHORD OF 42.91 FEET BEARING SOUTH 27°55'11" WEST AND AN ARC LENGTH OF 44.78 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 0°54'54" EAST, A DISTANCE OF 44.55 FEET; THENCE NORTH 89°47'07" WEST, A DISTANCE OF 20.72 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 793.38 FEET, A LONG CHORD OF 402.40 FEET BEARING SOUTH 75°31'27" WEST AND AN ARC LENGTH OF 406.84 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 668.12 FEET, A LONG CHORD OF 160.15 FEET BEARING SOUTH 53°56'59" WEST AND AN ARC LENGTH OF 160.54 FEET; THENCE SOUTH 39°33'32" EAST, A

DISTANCE OF 149.47 FEET; THENCE NORTH 70°26'28" EAST, A DISTANCE OF 19.16 FEET; THENCE SOUTH 39°33'32" EAST, A DISTANCE OF 519.78 FEET; THENCE NORTH 8°42'31" EAST, A DISTANCE OF 142.83 FEET; THENCE SOUTH 81°17'29" EAST, A DISTANCE OF 353.01 FEET; THENCE SOUTH 8°42'31" WEST, A DISTANCE OF 56.09 FEET; THENCE SOUTH 81°16'21" EAST, A DISTANCE OF 366.55 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PARTS OF LOTS 6 AND 7, OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID LOT 7, OAK VIEW; THENCE SOUTH 0°00'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 144TH STREET, A DISTANCE OF 331.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 142.33 FEET; THENCE SOUTHWESTERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 7, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,655.00 FEET, A LONG CHORD OF 31.45 FEET BEARING SOUTH 1°53'39" WEST AND AN ARC LENGTH OF 31.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LOT LINE OF SAID LOTS 6 AND 7 ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 640.82 FEET, A LONG CHORD OF 194.69 FEET BEARING SOUTH 7°23'17" EAST AND AN ARC LENGTH OF 195.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 6 ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 979.81 FEET, A LONG CHORD OF 92.12 FEET BEARING SOUTH 18°49'12" EAST AND AN ARC LENGTH OF 92.16 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 196.04 FEET TO THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 00°0'00" EAST ALONG THE EAST RIGHT OF WAY LINE OF 144TH STREET A DISTANCE OF 311.71 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

LOT 8, OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

PARCEL 6:

ALL OF THE ABOVE TRACTS TOGETHER WITH NON-EXCLUSIVE GRANTED BY THE AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING

AGREEMENT EXECUTED BY AND AMONG CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, A INDIANA LIMITED PARTNERSHIP, CONSTRUCTION DEVELOPERS, INCORPORATED, AN ARKANSAS CORPORATION, DILLARD DEPARTMENT STORES, INC., A DELAWARE CORPORATION, YOUNKERS, INC., A DELAWARE CORPORATION AND J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, DATED AS OF JUNE 30, 1992, FILED JULY 1, 1992, IN BOOK 1019 AT PAGE 240; ALL RIGHT, TITLE, ESTATE AND INTEREST THEREUNDER ASSIGNED FROM CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, A INDIANA LIMITED PARTNERSHIP, TO OAK VIEW MALL CORPORATION, A DELAWARE CORPORATION, BY THE ASSIGNMENT OF REA AND LEASE DATED AS OF JULY 1, 1992 AND TO AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED AS OF SEPTEMBER 2, 1993 AND RECORDED SEPTEMBER 8, 1993 IN BOOK 1094, PAGE 407, MISCELLANEOUS RECORDS; AS AMENDED BY THE SECOND AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED AS OF OCTOBER 7, 1994 AND RECORDED OCTOBER 13, 1994 IN BOOK 1131, PAGE 258, MISCELLANEOUS RECORDS; AS AMENDED BY THE THIRD AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED AS OF SEPTEMBER 13, 1995 AND RECORDED DECEMBER 29, 1995 IN BOOK 1165 AT PAGE 623; ALL RIGHT, TITLE, ESTATE AND INTEREST THEREUNDER ASSIGNED FROM DILLARD DEPARTMENT STORES, INC. AND CONSTRUCTION DEVELOPERS, INCORPORATED TO CONDEV WEST, INC., AN ARIZONA CORPORATION, BY THE ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT DATED AS OF FEBRUARY 2, 1996 AND RECORDED FEBRUARY 26, 1996 IN BOOK 1169, PAGE 623, MISCELLANEOUS RECORDS, DOUGLAS COUNTY, NEBRASKA;

TOGETHER WITH NON-EXCLUSIVE EASEMENT GRANTED BY COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT EXECUTED BY AND BETWEEN CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, A INDIANA LIMITED PARTNERSHIP, AND SNOWSTATE RESTAURANT CORPORATION, A TEXAS CORPORATION, DATED AS OF MAY 4, 1992, FILED MAY 6, 1992, IN BOOK 1010 AT PAGE 472; AS AMENDED BY THE AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT DATED JUNE 30, 1992 AND RECORDED JULY 1, 1992 IN BOOK 1019, PAGE 427, MISCELLANEOUS RECORDS; ALL RIGHT, TITLE, ESTATE AND INTEREST THEREUNDER ASSIGNED FROM CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, A INDIANA LIMITED PARTNERSHIP TO OAK VIEW MALL CORPORATION, A DELAWARE CORPORATION, BY THE ASSIGNMENT OF AGREEMENTS DATED AS OF JULY 1, 1992 AND RECORDED JULY 1, 1992 IN BOOK 1019, PAGE 472, MISCELLANEOUS RECORDS;

TOGETHER WITH NON-EXCLUSIVE EASEMENT GRANTED BY COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT EXECUTED BY AND BETWEEN CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP, AND J.S. VENTURES, INC., A KANSAS CORPORATION, DATED AS OF MAY 8, 1992 AND RECORDED MAY 18, 1992 IN MISCELLANEOUS BOOK 1012, PAGE 310; ALL RIGHT, TITLE, ESTATE AND INTEREST THEREUNDER

ASSIGNED FROM CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP, TO OAK VIEW MALL CORPORATION, A DELAWARE CORPORATION, BY THE ASSIGNMENT OF AGREEMENTS (RECORDED AGREEMENTS) DATED AS OF JULY 1, 1992 AND RECORDED JULY 1, 1992 IN MISCELLANEOUS BOOK 1019, PAGE 472, ALL IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA;

TOGETHER WITH NON-EXCLUSIVE EASEMENT GRANTED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT DATED AS OF SEPTEMBER 2, 1993 AND RECORDED SEPTEMBER 3, 1993 IN MISCELLANEOUS BOOK 1093, PAGE 705; AS AMENDED BY THE FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS DATED AS OF JANUARY 20, 1995 AND RECORDED JULY 14, 1995 IN MISCELLANEOUS BOOK 1151, PAGE 327; AS FURTHER AMENDED BY THE SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS DATED AS OF JUNE 11, 1996 AND RECORDED JULY 2, 1996 IN MISCELLANEOUS BOOK 1180, PAGE 710, ALL IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA;

TOGETHER WITH NON-EXCLUSIVE EASEMENT GRANTED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT DATED AS OF OCTOBER 7, 1994 AND RECORDED OCTOBER 13, 1994 IN MISCELLANEOUS BOOK 1131, PAGE 211, IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA.

TOGETHER WITH ALL SUCH RIGHTS, TITLE AND INTEREST OF GRANTOR, WHICH CONSTITUTE AN INTEREST IN REAL PROPERTY, IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FILED MAY 20, 1987, IN BOOK 815, PAGE 326, OFFICIAL RECORDS, DOUGLAS COUNTY, NEBRASKA; AS AFFECTED BY DECLARATION FILED NOVEMBER 5, 1991, IN BOOK 984, PAGE 71, OFFICIAL RECORDS, DOUGLAS COUNTY, NEBRASKA; AND AS AFFECTED BY AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FILED JULY 1, 1992, IN BOOK 1019, PAGE 142, OFFICIAL RECORDS, DOUGLAS COUNTY, NEBRASKA.

EXHIBIT B
PROPERTY AGREEMENTS

1. Amended and Restated Reciprocal Easement and Operating Agreement dated as of June 30, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 240, as assigned by Assignment of REA and Lease by and between Center Road Retail Developers Limited Partnership, Assignor, and Oak View Mall Corporation, Assignee, dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 442, as amended by the First Amendment to Amended and Restated Reciprocal Easement and Operating Agreement dated as of September 2, 1993 and recorded September 8, 1993 in Miscellaneous Book 1094, Page 407, as amended by the Second Amendment to Amended and Restated Reciprocal Easement and Operating Agreement dated as of October 7, 1994 and recorded October 13, 1994 in Miscellaneous Book 1131, Page 258, as amended by the Third Amendment to Amended and Restated Reciprocal Easement and Operating Agreement dated as of September 13, 1995 and recorded December 29, 1995 in Miscellaneous Book 1165, Page 623, as assigned by Assignment and Assumption of Operating Agreement by and between Dillard Department Stores, Inc. and Construction Developers, Incorporated, collectively Assignor, and Condev West, Inc., Assignee, dated as of February 2, 1996 and recorded February 26, 1996 in Miscellaneous Book 1169, Page 623, as assigned by Assignment and Assumption of Rights under Leases and Documents by Oak View Mall Corporation, Assignor, to Oak View Mall L.L.C., Assignee, dated as of September 28, 1999 and recorded September 29, 1999 in Miscellaneous Book 1310, Page 343, all in the office of the Register of Deeds of Douglas County, Nebraska, together with the following supplemental agreements thereto:
 - A. Dillard premises, as amended to date:
 - (i) First Supplemental Agreement dated September 27, 1990, as amended by Amendment to First Supplemental Agreement dated January 27, 1992 and by Second Amendment to First Supplemental Agreement dated June 30, 1992.
 - (ii) Agreement Regarding Restrictions dated September 2, 1993.
 - (iii) Warranty Deed from Construction Developers, Incorporated to Condev West, Inc. dated February 2, 1996 and recorded February 14, 1996 in Deed Book 2025, Page 307.
 - (iv) Notice dated April 4, 1996.
 - (v) Special Warranty Deed dated December 31, 2010, from Dillard Stores Services, Inc. to DSS NEIL Operations, LLC.

- (vi) Assignment and Assumption of Operating Agreements dated December 31, 2010 between Dillard Store Services, Inc., Assignor, and DSS NEIL Operations, LLC, Assignee.
 - (vii) Special Warranty Deed dated January 26, 2011, from DSS NEIL Operations, LLC to DSS NEIL Properties LLC.
 - (viii) Assignment and Assumption of Operating Agreements dated January 26, 2011 between DSS NEIL Operations, LLC, Assignor, and DSS NEIL Properties, LLC, Assignee..
- B. J.C. Penney premises, as amended to date:
- (i) Supplemental Agreement dated September 13, 1995.
 - (ii) Guaranty dated June 30, 1992.
 - (iii) Letters dated February 20, 1995, December 26, 1995, May 21, 1996, March 24, 1997, May 28, 1997 and February 27, 2001.
 - (iv) Letter Agreement dated November 4, 1993.
- C. Sears premises, as amended to date:
- (i) Supplemental Agreement dated September 13, 1995.
 - (ii) Notice dated April 15, 2003.