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Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186

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Store No. 5141-01
Omaha, Nebraska

**RESTATED EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND
FOR
LOTS 2 AND 5, INCLUSIVE,
THE THOMSEN MILE REPLAT TWO
AND
LOTS 1 THROUGH 3 AND OUTLOT "A", INCLUSIVE,
THE THOMSEN MILE REPLAT THREE**

THIS RESTATED EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Agreement") is made as of the 17 day of MAY, 2004, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, Bentonville, Arkansas 72716 ("Wal-Mart"), and **THE THOMSEN MILE, L.L.C.**, a Nebraska limited liability company ("Developer").

WITNESSETH:

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A hereof (the "Site Plan"), said tract being more particularly described in Exhibit B hereof;

WHEREAS, Developer is the owner of the "Developer Tracts" shown on the plan attached hereto as Exhibit A hereof, said tract being more particularly described in Exhibit C hereto; and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract and the Developer Tracts be subject to the easements and the covenants, conditions and restrictions set forth herein, and that this Agreement shall supersede and replace the previously filed Declaration of Covenants, Conditions and Restrictions for the Thomsen Mile Replat Two, the Thomsen Mile Replat Three and Lot 1 The Thomsen Mile West recorded December 13, 2002 in the office of the Register of Deeds of Douglas County, Nebraska in Book 1480 at page 61 as they effect the Developer Tracts and Wal-Mart Tract;

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NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

a. "Building Areas" as used herein shall mean those portions of the Developer Tracts shown on Exhibit A as a "Building Area".

b. "Common Areas" shall only refer to "Outlot A" on the Site Plan attached hereto as Exhibit A.

2. Use. The buildings constructed or to be constructed on the Developer Tracts may only be used for commercial purposes of the type normally found in a retail shopping center including without limitation financial institutions, service shops, offices, retail stores and restaurants. Developer specifically agrees that no cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement shall occupy space on the Developer Tracts without the written consent of Wal-Mart. As long as Wal-Mart, or an affiliate of Wal-Mart, is a user of the Wal-Mart Tract as either an owner or lessee, no business, which (a) has gross sales from the sale of alcohol in excess of 50% of the gross sales of the entire business, or (b) sells alcoholic beverages for off-premises consumption, shall occupy space on the Developer Tracts without Wal-Mart's prior written consent. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tracts, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a retail facility dispensing gasoline or fuel from pumps, a membership warehouse club, a pharmacy, a discount department store or other discount store, as a grocery store or as any combination of the foregoing uses. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 5,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity.

The Wal-Mart Tract and Developer Tracts shall prohibit the wholesale, retail or consignment sales of motorcycles without the express written consent of the owner of Lot 1, The Thomsen Mile West (the "HD Property"). This prohibition shall expire in the event the HD Property is not used for the wholesale, retail or consignment sales of motorcycles for a period of more than 365 days after January 1, 2004.

3. Grading. Grading of the Wal-Mart Tract and Developer Tracts shall be done in accordance with that certain Civil Grading Plan prepared by TranSystems Corporation dated March 31, 2004, which has been distributed to both parties to the Agreement (an original of which shall be held in the offices of Wal-Mart's legal counsel, Kutak Rock LLP c/o Brian C. Eades, Esq. at 1650 Farnam Street, Omaha, Nebraska 68102).

4. Building.

a. Design and Construction. The buildings to be constructed on the Developer Tracts shall be designed so that their exterior elevations shall be architecturally and aesthetically compatible with any building constructed by Wal-Mart on the Wal-Mart Tract and so that building wall footings shall not encroach from the Developer Tracts onto another tract. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. The buildings on the Developer Tracts shall not exceed the following height restrictions:

(i) Any buildings, which are located on the real property described as "Outlot 1" on the Site Plan, shall not exceed 22 feet in height above finished floor grade to the top of the roof deck. Notwithstanding anything in the previous sentence to the contrary, architectural features and parapets that may extend above the roof deck may exceed 22 feet in height above finished floor grade and shall not exceed 24 feet in height above finished floor grade; provided that such architectural features and parapets may be no more than thirty (30%) of the building facade for architectural purposes.

(ii) Any buildings, which are located on the real property described as "Outlot 2" on the Site Plan, shall not exceed 24 feet in height above finished floor grade to the top of the roof deck. Notwithstanding anything in the previous sentence to the contrary, architectural features and parapets that may extend above the roof deck may exceed 24 feet in height above finished floor grade and shall not exceed 26 feet in height above finished floor grade; provided that such architectural features and parapets may be no more than fifteen (15%) of the building facade for architectural purposes.

(iii) Any buildings, which are located on the real property described as "Outlot 3" and "Outlot 4" on the Site Plan, shall not exceed 35 feet in height above finished floor grade (including any architectural features and parapets).

b. Design Review. Respecting only Lot 2 of The Thomsen Mile Replat Two and Lot 2 of The Thomsen Mile Replat Three (each an "Affected Lot" and collectively the "Affected Lots"):

(i) There is hereby established the "Architectural Review Committee", which shall consist of three members selected by Developer. Before commencing any work on the Affected Lots, including but not limited to excavation, fill, grading or other alteration of the topography or drainage of any Affected Lot, or

the construction, installation or alteration of any building, enclosure, landscaping, fence, parking facility, parking garage, sign, light pole, fence, bench or fixture of any nature or kind, or any other structure or temporary or permanent improvements on or to any Affected Lot or portion thereof, the Owner of such Affected Lot shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans, and building elevations and materials plans, together with applicable specifications, to the Architectural Review Committee for its written approval. The Architectural Review Committee will have the right to establish procedures for submission and review of plans and to charge reasonable fees for its review including, but not limited to, the fees charged by architects and engineers employed by the Architectural Review Committee to review such plans and specifications. The address for giving notices to the Architectural Review Committee shall be the place for the submittal of plans and specifications.

The Architectural Review Committee will be guided by the standards set forth herein, the Joint Development Agreement, and such reasonable rules, regulations, restrictions, architectural standards and design guidelines as are established from time to time pursuant hereto. Except as set forth below, any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, materials plans, or specifications submitted to the Architectural Review Committee shall not be deemed approved unless approval is granted by at least two (2) members of the Architectural Review Committee. In the event that the Architectural Review Committee, or its designated representative, shall fail to approve or disapprove the site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, materials plans, or specifications within sixty (60) days after they have been received by the Architectural Review Committee, the approval will not be required and this covenant will be deemed to have been complied with. Disapproval shall be deemed to have occurred if two (2) members of the Architectural Review Committee vote against a plan or proposal.

The Architectural Review Committee may delegate its responsibility to review plans and specifications to one or more of its members or consultants retained by the Architectural Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be deemed to be the approval or disapproval by the Architectural Review Committee.

The approval by the Architectural Review Committee of any plans or specifications submitted for approval in accordance with this section shall not constitute any representation or warranty as to the adequacy, efficiency, performance, or desirability of such plans or specifications or any improvements constructed in accordance therewith. The review by the Architectural Review Committee of any plans or specifications hereunder shall not impose on the Architectural Review Committee or the members thereof any liability for any

defect or inadequacy in any improvements constructed in accordance with such plans or specifications.

(ii) Developer or the Architectural Review Committee may, from time to time, establish reasonable rules, regulations, restrictions, architectural standards and design guidelines with respect to the exterior (but not the interior) of any improvements on the Affected Lots, which it may from time to time, in its sole discretion, amend, repeal or augment including, without limitation, regulations in conjunction with the construction of a building on an Affected Lot, the regulation of all landscaping (including, without limitation, absolute prohibition of certain types of landscaping, trees and plants) and regulation of all construction, reconstruction, exterior additions, changes or alterations to or maintenance of any building or improvement, including, without limitation, the exterior nature, kind, shape, height, material, color, surface texture and location thereof.

(iii) Developer may from time to time enter into agreements, by lease, purchase agreement, deed restrictions or other agreements, with Owners or occupants regarding design restrictions, sign restrictions, site planning, or other architectural standards affecting the Affected Lots or any portion thereof.

5. Location. No building shall be constructed on the Developer Tracts except within the applicable Building Area. Curb cuts on the Developer Tracts shall be in the locations depicted on the attached Site Plan. The location of such curb cuts shall not be changed without Developer's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Easements.

a. Ingress, Egress, and Access Easements. Wal-Mart, as grantor, hereby grants to the Developer, as grantee, and to the successors, assigns, agents, customers, invitees, licensees, tenants, subtenants and employees of Developer, a nonexclusive easement for ingress and egress purposes over the Access Drive shown on Exhibit A (the "Access Drive"). Developer, as grantor, hereby grants to the Wal-Mart, as grantee, and to the agents, customers, invitees, licensees, tenants, subtenants and employees of Wal-Mart, a nonexclusive easement for ingress and egress purposes over those portions of the Developer Tracts that are adjacent to the Access Drive for the sole purpose of maintaining such Access Drive.

b. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Wal-Mart Tract and the Developer Tracts. The location of any utilities hereafter installed shall be determined by the owner of the property upon which such utilities are to be installed. Any installed utility lines or equipment may be relocated by the owner of the property upon which such utility lines or equipment are located; provided that (a) the cost of relocating such lines or equipment is paid by the owner of the property upon which such utilities lines or equipment are located, (b) if a building has been constructed on either the Wal-Mart Tract or Developer Tracts, the

relocation of utility lines or equipment is conducted in such a manner that will not cause an interruption of utility service to such building, and (c) the relocation of utility lines or equipment is done in compliance with all applicable laws. Both parties will use their best efforts to cause the installation of such utility and service lines prior to any paving. If from necessity Wal-Mart or Developer has to install such lines underneath areas already paved by the other party, then the party installing such lines shall restore the paving to its original or better condition promptly after the installation. No such utility lines, sewers, utilities or services of one party shall be installed in the Building Areas on the other party's property.

c. Water Flow. Developer hereby grants to Wal-Mart, for the benefit of the Wal-Mart Tract and Wal-Mart's heirs, successors and assigns, a perpetual easement to allow storm-water and other water leaving the Wal-Mart Tract to enter onto and/or cross over the Developer Tract. Except as otherwise set forth in this Agreement, each party hereto agrees that it will not alter the flow of surface water from its tract onto the other, provided that any alteration in the water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown in Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

7. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. With respect to the development and use of the Developer Tracts, the owner of the Developer Tracts or any portion thereof, shall continuously provide and maintain the following parking ratios: (i) no less than 12 parking spaces for every 1,000 square feet of building space for any restaurant use in excess of 5,000 square feet; or (ii) no less than 10 parking spaces for every 1,000 square feet of building space for any restaurant use, which is equal to or less than 5,000 less square feet; or (iii) no less than five 5 parking spaces per 1,000 square feet of building space for any other use.

b. Maintenance. Following completion of the improvements on the Common Areas, Wal-Mart shall, at its expense, maintain the Common Areas and the Access Drive in good condition and repair. The maintenance is to include without limitation the following:

(1) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(2) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines; and

(3) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

Notwithstanding Wal-Mart's maintenance of the Access Drive, Developer and its successors and assigns shall reimburse Wal-Mart for 11.2% of the cost of such maintenance. Wal-Mart shall submit to Developer and its successors and assigns a request for payment, which describes any maintenance which has been performed and includes any available supporting documentation. Developer shall pay such amount within 15 days of following its receipt of the above-referenced request and supporting documentation.

c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against all or any part of the tract owned by it.

8. Signs. No sign shall be located on the Common Areas. In no event shall there be more than 2 free standing signs on the Wal-Mart Tract and no more than 2 free standing signs on each of the Developer Tracts. The allocation of signage for the Wal-Mart Tract and Developer Tracts shall be apportioned as stated in the Revised and Restated to Mixed Use District Development Agreement which amends and restates that certain Mixed Use District Development Agreement previously filed in the office of the City Clerk on or about August 31, 2001. All signage must comply with guidelines, codes and rules of any applicable governing authority.

9. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

b. Insurance.

(1) Wal-Mart and Developer (until such time as any of the Tracts are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$500,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time to evidence that insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in

addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to Wal-Mart.

(2) At all times during the term of this Agreement, Wal-Mart and Developer shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the property is located, with such insurance to be for the full replacement value of the insured improvements.

(3) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(4) Notwithstanding anything to the contrary contained in this Paragraph 9, so long as the net worth of Wal-Mart or its parent company, Wal-Mart Stores, Inc., shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain the financial risk for any claim in whole or in part.

10. Eminent Domain.

a. Owner's Right to Award. Nothing herein shall be construed to give any owner any interest in any award or payment made to any other owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other owner's tract or parcel or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Wal-Mart Tract or the Developer Tracts, the award attributable to the land and improvements of such portion so taken shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the tracts.

b. Collateral Claims. Any party whose land is not taken may file collateral claims with the condemning authority for its losses which are separate and apart from the value of the land area and improvements taken from another owner.

c. Tenant's Claim. Nothing in this Paragraph 10 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment if such claim otherwise exists.

d. Restoration of Common Areas. Upon a condemnation of a portion of the Common Areas, Wal-Mart shall promptly repair and restore the remainder of the Common Areas as nearly as practicable to the condition of same immediately prior to such condemnation or transfer, provided that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

11. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on the Wal-Mart Tract or the Developer Tracts, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

12. Release from Liability. Any person acquiring fee or leasehold title to the Wal-Mart Tract or the Developer Tracts or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said tracts running with the land.

13. Breach. In the event of breach or threatened breach of this Agreement, only (a) all record owners of the Wal-Mart Tract as a group, (b) all record owners of the Developer Tracts as a group, (c) Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract, (d) Developer so long as it or any affiliate has any interest as owner or lessee of the Developer Tracts, or (e) the owners of fifty-one percent (51%) of the gross acreages of the Wal-Mart Tract and Developer Tracts as a group, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed.

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment,

undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of Wal-Mart, as long as it or its affiliate has any interest as either owner or lessee of the Wal-Mart Tract, or its successors in interest, and Developer as long as it or its affiliate has any interest as either owner or lessee of the Developer Tracts, or its successors in interest, so long as it has an interest as an owner in the Developer Tracts, or its successors in interest. Such consents shall not be unreasonably withheld.

16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

17. Duration. Unless otherwise canceled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

20. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

21. Savings Clause. If any covenant, restriction, condition, limitation or any other provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Declaration of Covenants and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law

22. Successors and Assigns. Each and all of the covenants, restrictions, limitations, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement and by applicable law, their respective heirs, legal representatives, successors, and assigns.

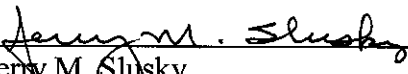
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

THE THOMSEN MILE, L.L.C., a Nebraska limited liability company

By TM ASSOCIATES, L.L.C., a Nebraska limited liability company, a Member

By 
Trenton B. Magid
Managing Member

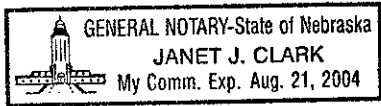
By: West Maple, L.L.C., a Nebraska limited liability company, a Member

By 
Jerry M. Slusky
Managing Member

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on May 11, 2004 by Trenton B. Magid, Managing Member of TM Associates, L.L.C., a Nebraska limited liability company, member of The Thomsen Mile, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Janet J. Clark

Notary Public

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on May 11, 2004 by Jerry M. Slusky, Managing Member of West Maple, L.L.C., a Nebraska limited liability company, member of The Thomsen Mile, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Janet J. Clark

Notary Public

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

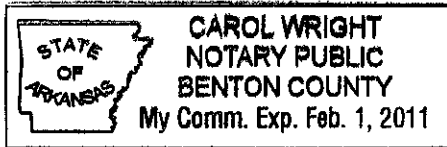
WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

Approved as to legal terms only
by [Signature]
Wal-Mart Legal Team
Date: 5/7/04

By [Signature]
Barry Shannahan
Assistant Vice President

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me on May 11th, 2004 by Barry Shannahan, Assistant Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.



[Signature]
Notary Public

EXHIBIT A

SITE PLAN

[SEE ATTACHED]

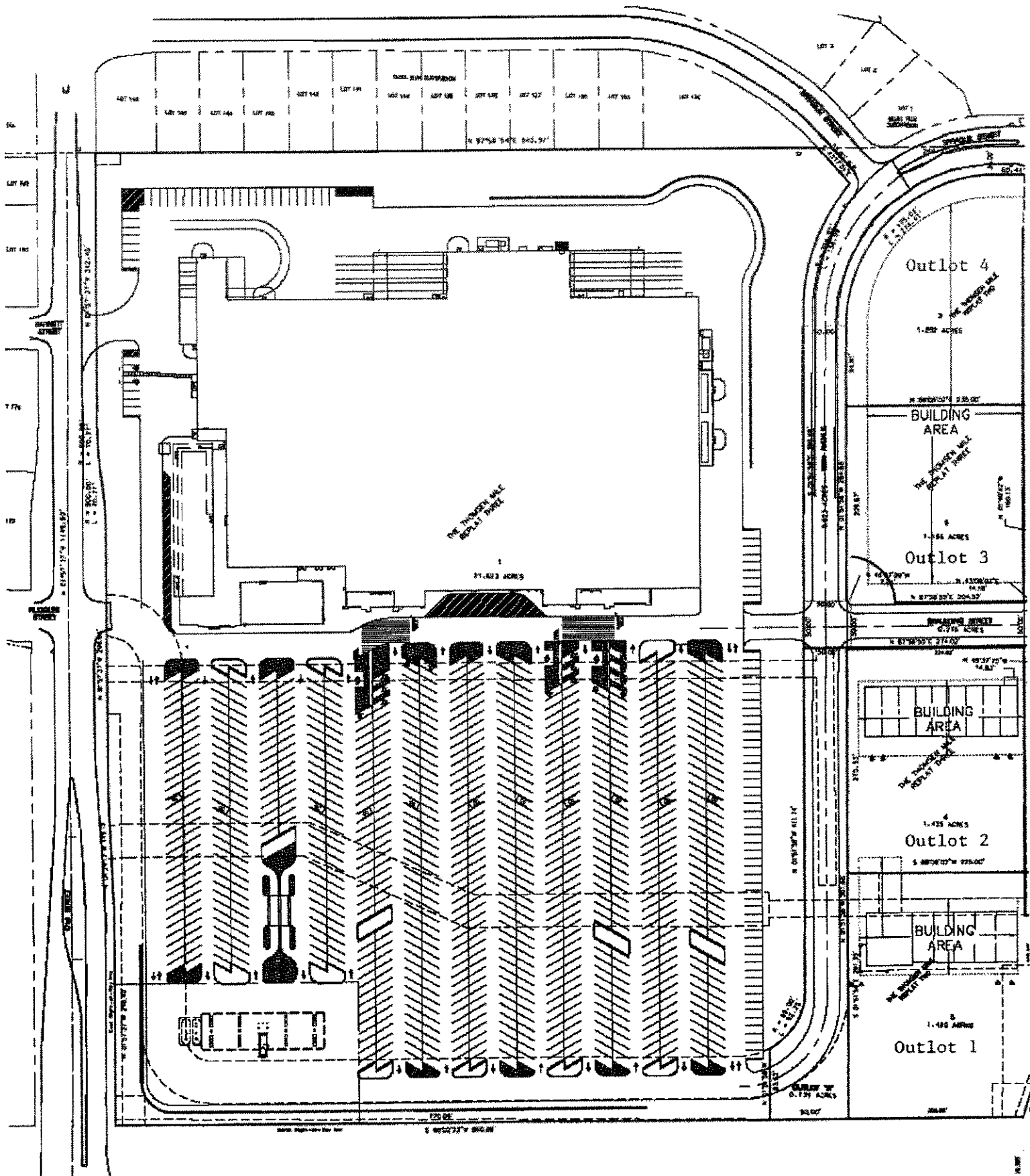


EXHIBIT B

WAL-MART TRACT LEGAL DESCRIPTION

Lot 1 and Outlot A of THE THOMSEN MILE REPLAT THREE a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT C

DEVELOPER TRACTS LEGAL DESCRIPTION

Lots 2 and 3 of THE THOMSEN MILE REPLAT THREE a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

TOGETHER WITH

Lots 2 and 5 of THE THOMSEN MILE REPLAT TWO a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, except that part of said Lot 2 dedicated as part of 168th Street.