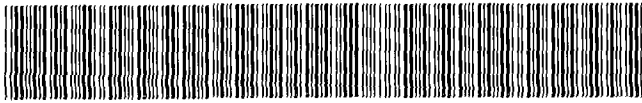


MISC 2012089855



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/7/2012 13:15:58.36



2012089855

RECIPROCAL ACCESS EASEMENT AGREEMENT

Upon Recording Return To:
Nebraska Land Title & Abstract
3910 South Sreet, PO Box 6577
Lincoln, NE 68506

11/9/11

Upon Recording Return to:
~~Erin O'Gara, Esq.~~
~~Kutak Rock LLP~~
~~1650 Farnam Street~~
~~Omaha, NE 68102-2186~~

Nebraska Land Title & Abstract
PO Box 6577
Lincoln NE 68506

With Recorded Copy To:
Bridgestone Retail Operations, LLC
Attn: Law Department – Real Estate
333 East Lake Street
Bloomington, IL 60108

Omaha, NE
Store No. 3172-0
BSRO PN: 117897

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this “Agreement”) is made and entered into this 7 day of September, 2012 by and among **BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company d/b/a Firestone Complete Auto Care (“Firestone”) and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (“Wal-Mart”).

RECITALS:

WHEREAS, Wal-Mart is the owner of that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the “Wal-Mart Property”).

WHEREAS, Firestone is the owner of that certain real property described on Exhibit B attached hereto and incorporated herein by reference (the “Firestone Property”). The Wal-Mart Property and the Firestone Property are sometimes referred to individually as the “Property” and collectively, the “Properties.”

WHEREAS, Wal-Mart and Firestone each own a portion of the Property depicted as the “Reciprocal Access Easement Area” on the site plan attached hereto as Exhibit C and incorporated herein by reference (the “Access Easement Area”).

WHEREAS, Wal-Mart has agreed to grant Firestone certain rights of pedestrian and vehicular ingress and egress over that portion of the Access Easement Area located on the Wal-Mart Property, and Firestone has agreed to grant Wal-Mart certain rights of pedestrian and vehicular ingress and over that portion of the Access Easement Area located on the Firestone Property.

WHEREAS, on or about the date hereof, Wal-Mart has conveyed, or caused to be conveyed, a portion of real property adjacent to the Wal-Mart Property to Firestone (the “Swap Property”) for use by Firestone for additional parking with 38 parking spaces and related improvements, as described below.

WHEREAS, only in the event that Wal-Mart has elected to develop the Wal-Mart Property, Wal-Mart has agreed to construct the Access Road, as defined below, within the Access Easement Area and to construct a parking lot contiguous to Firestone’s current parking lot with 38 additional parking spaces and related improvements within the Swap Property as depicted on Exhibit D (collectively, the “Firestone Improvements”) and Firestone has agreed to grant Wal-Mart the temporary right of ingress and egress

CTC 64014

over the Firestone Property as necessary for Wal-Mart to construct the Firestone Improvements, as more particularly described herein.

WHEREAS, in consideration for Firestone's granting of a perpetual, non-exclusive easement over that portion of the Access Easement Area located on the Firestone Property, Wal-Mart has agreed to subject the Wal-Mart Property to certain use restrictions in favor of Firestone, but only to the extent specifically set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the aforesaid recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wal-Mart hereby declares that the Wal-Mart Property shall be held, sold and conveyed subject to the following covenants, easements and conditions which shall run with the Wal-Mart Property, burden the Wal-Mart Property and be binding on all parties having a right, title or interest therein along with their heirs, successors and assigns and which shall inure to the benefit of Firestone, its successors and/or assigns, and that Firestone hereby declares that the Firestone Property shall be held, sold and conveyed subject to the following covenants, easements and conditions which shall run with the Firestone Property, burden the Firestone Property and be binding on all parties having a right, title and interest therein, along with their successors and assigns and which shall inure to the benefit of Wal-Mart, its successors and/or assigns.

1. The parties hereto confirm and agree that the recitals set forth above are true and correct, and incorporate the same herein for all purposes.

2. Wal-Mart does hereby grant, bargain, sell and convey to Firestone, its successors and/or assigns, agents, licensees and invitees, a perpetual non-exclusive easement over that portion of the Access Easement Area located on the Wal-Mart Property for pedestrian and vehicular ingress and egress.

3. Firestone does hereby grant, bargain, sell and convey to Wal-Mart, its successors and/or assigns, agents, licensees and invitees, a perpetual non-exclusive easement over that portion of the Access Easement Area located on the Firestone Property for pedestrian and vehicular ingress and egress.

4. The easements and other rights granted herein are not exclusive, and each of the parties hereby reserves unto itself and to the other present and future owners of the Properties the right to utilize the portion of the Access Easement Area it owns for such purposes as do not unreasonably endanger or interfere with the easements and other rights granted herein. Each of the parties shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as each party in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the easements and other rights granted herein.

5. Only in the event that Wal-Mart elects to develop its proposed retail facilities on the Wal-Mart Property, then Wal-Mart, at its own cost and expense, shall construct the Firestone Improvements in accordance with the plans prepared by Kimley-Horn and Associates, Inc, dated July 27, 2012, as amended by an addendum dated August 17, 2012 and an addendum dated August 22, 2012 (together, the "Plans"), which have been approved by both Firestone and Wal-Mart and as depicted on Exhibit D attached hereto (the "Site Plan"). The Firestone Improvements include (a) the construction of an approximately 36-foot wide access road (the "Access Road") within the Access Easement Area, which ranges in width between approximately 48-feet and 58-feet, connecting the Properties to the "L" Street right-of-way, including the relocation of the access point to and from the Properties and the "L" Street right-of-way, the installation of concrete curbing, gutters, lighting, storm sewer and inlets within the Access Road, and the installation of striping and directional signage to facilitate the free flow of traffic to and from the Properties and the "L" Street right-of-way, and (b) the installation of a bituminous or concrete surface parking lot of even

grade with the Firestone Property and all curbing, striping, lighting, storm sewer and inlets on the Swap Property to create 38 parking spaces for the Firestone Property, and (c) the installation of a bituminous or concrete surface access road, including concrete curb and gutters, over and along that portion of the Swap Property and Wal-Mart Property as depicted on Exhibit D accessing 49th Street (the "49th Street Access Road"), and (d) the installation of a shared Wal-Mart and Firestone monument sign (the "Shared Monument Sign") on the Wal-Mart Property as depicted on Exhibit D in conformance with all applicable zoning laws and ordinances, and (e) the installation of sod within any designated grass or turf areas on the Firestone Property that are proposed as new or are disturbed by Wal-Mart's construction activities thereon, and (f) the performance of the Firestone Sign Work, and (g) the resurfacing and restriping of the existing parking lot in the construction area on the Firestone Property, all as generally depicted on Exhibit D attached hereto; provided, however, nothing in this Agreement shall be construed as a covenant by Wal-Mart to construct its proposed retail development on the Wal-Mart Property or to construct the Firestone Improvements. Wal-Mart shall provide Firestone with Plans for the Firestone Improvements for its review and approval within sixty (60) days prior to Closing, which approval Firestone shall not unreasonably withhold condition or delay as long as the Firestone Improvements substantially comply with the depiction on Exhibit D. The final location and layout of the parking improvements, the Firestone Sign, the 49th Street Access Road, the Shared Monument Sign, and all "L" Street entrance work set forth in the Firestone Improvements may be modified by Wal-Mart, with the prior approval of Firestone, which shall not be unreasonably withheld or delayed, such modifications to be based on Wal-Mart's final development plans and any requirements of any federal, state or local governmental or other body having jurisdiction over the Wal-Mart Property and the Firestone Property. If Wal-Mart elects to commence construction of the Firestone Improvements, Wal-Mart shall provide Firestone with its proposed construction schedule and shall diligently proceed to complete the construction of the Firestone Improvements within six (6) months after the commencement of the construction of the Firestone Improvements (the "Completion Date"), subject to extensions for any Force Majeure Event. "Force Majeure Event" shall mean any event beyond the control of Wal-Mart, its contractors and subcontractors, that delays the performance of any obligation under this Agreement despite Wal-Mart's, its contractors' and subcontractors' reasonable efforts to fulfill the obligation. If a delay in performance by Wal-Mart is or was caused by a Force Majeure Event, then Wal-Mart shall provide a detailed written notice of the Force Majeure Event to Firestone and the Completion Date shall be extended for a period to compensate for the delay resulting from the Force Majeure Event. If Wal-Mart fails to complete construction of the Firestone Improvements by the Completion Date, subject to extensions for any Force Majeure Event, then Firestone reserves the right to complete construction of the Firestone Improvements in accordance with the Plans at Wal-Mart's sole cost and expense. Nothing set forth in this Agreement shall be construed as a covenant by Wal-Mart to construct its proposed development on the Wal-Mart Property or to construct the Firestone Improvements.

6. In connection with Wal-Mart's performance of the Firestone Improvements, Wal-Mart shall endeavor to obtain the required governmental approvals for the relocation of Firestone's existing "bow tie" pylon sign (the "Firestone Sign") on the Firestone Property and to perform such work as set forth in this Section 6 (the "Firestone Sign Work"), all in accordance with the conditions set forth herein.

(a) Wal-Mart shall submit an application to the proper municipal entity with jurisdiction over such matters (the "Zoning Board") and pay all applicable fees (including the fees of Wal-Mart's consultants) required to secure a variance allowing the Firestone Sign to be relocated (without modification to existing signage on the building located on the Firestone Property) to a location on the Firestone Property which is adjacent to the signalized access at 50th & L and located approximately 12 feet from the northern property line of the Firestone Property, all as depicted on Exhibit E-1 attached hereto (together, "Option A"), subject only to conditions acceptable to Firestone. In the event that Wal-Mart successfully obtains Final Approval (as defined below) from the Zoning Board of the work described in Option A by January 1, 2013, the "Firestone Sign Work" shall mean the relocation of the Firestone Sign to the location permitted by the Final

Approval received from the Zoning Board and approved by Firestone. In the event that Wal-Mart is unsuccessful in obtaining Final Approval from the Zoning Board of the work described in Option A by January 1, 2013 or the conditions of any Final Approval obtained are unacceptable to Firestone, Wal-Mart shall pursue the action set forth in Section 6(b) below.

(b) Wal-Mart shall submit an application to the Zoning Board and pay all applicable fees (including the fees of Wal-Mart's consultants) required to secure Final Approval of the relocation of the Firestone Sign at its existing height (without modification to existing signage on the building located on the Firestone Property) to a location on the Firestone Property which is adjacent to the signalized access at 50th & L and located approximately 18 feet from the northern property line of the Firestone Property, all as depicted on Exhibit E-2 attached hereto (together, "Option B"), subject only to conditions acceptable to Firestone. In the event that Wal-Mart successfully obtains Final Approval from the Zoning Board of the work described in Option B by January 1, 2013, the "Firestone Sign Work" shall mean the relocation of the Firestone Sign to the location permitted by the Final Approval received from the Zoning Board and approved by Firestone. In the event that Wal-Mart is unsuccessful in obtaining Final Approval from the Zoning Board of the work described in Options A or B by January 1, 2013 or the conditions of any Final Approval obtained are unacceptable to Firestone, Wal-Mart shall pursue the action set forth in Section 6(c) below.

(c) Wal-Mart shall submit an application to the Zoning Board and pay all applicable fees (including the fees of Wal-Mart's consultants) required to secure Final Approval of the relocation of the Firestone Sign at its existing height (without modification to existing signage on the building located on the Firestone Property) to a location on the Firestone Property which is adjacent to the signalized access at 50th & L and located approximately 25 feet from the northern property line of the Firestone Property, all as depicted on Exhibit E-3 attached hereto (together, "Option C"), subject only to conditions acceptable to Firestone. In the event that Wal-Mart successfully obtains Final Approval from the Zoning Board of the work described in Option C by January 1, 2013, the "Firestone Sign Work" shall mean the relocation of the Firestone Sign to the location permitted by the Final Approval received from the Zoning Board and approved by Firestone. In the event that Wal-Mart is unsuccessful in obtaining Final Approval from the Zoning Board of the work described in Options A, B or C by January 1, 2013 or the conditions of any Final Approval obtained are unacceptable to Firestone, Wal-Mart shall pursue the action set forth in Section 6(d) below.

(d) Notwithstanding the foregoing or anything to the contrary set forth herein, in the event that Wal-Mart is unsuccessful in obtaining Final Approval from the Zoning Board required for relocation of the Firestone Sign to any of the locations described in Options A, B or C above (and subject only to conditions acceptable to Firestone) by January 1, 2013, then Wal-Mart shall not be required to perform the "Firestone Sign Work," the Firestone Sign shall remain in its current location on the Firestone Property, and Wal-Mart shall be relieved of all obligations relating to the Firestone Sign. In the event of any conflict between this Agreement and the Easement Purchase Agreement, dated June 19, 2012, between Wal-Mart and Firestone, the terms of this Agreement shall control.

(e) Firestone shall timely cooperate with Wal-Mart in the submittal of any application(s) or other documents required to be submitted to the Zoning Board under

this Section 6, including, at Firestone's sole cost and expense, timely executing any application(s), timely providing any information required for the submittal(s), and timely approving or disapproving any conditions related to the Final Approval of Option A, Option B or Option C, as case may be. "Final Approval," as used herein, shall mean all variances, permits or other approvals required of the Zoning Board for Option A, Option B or Option C, as case may be, (i) have been reviewed and finally approved by the appropriate governmental agencies, (ii) any ordinances with respect thereto have taken effect and the time for appeal has passed, and (iii) no notice of referendum or appeal with respect to such matters has been published or publicized, or the same has been prosecuted and resolved.

7. During its construction of the Firestone Improvements, Wal-Mart shall use reasonable efforts to not unduly interfere with Firestone's business operations or otherwise interfere with the traffic flow to and from the Firestone Property during the hours specified herein. Throughout construction of the Firestone Improvements, Wal-Mart shall restrict access to the Firestone Property only in accordance with the following terms:

(a) Wal-Mart shall construct the 49th Street Access Road and provide Firestone with at least one (1) inbound and one (1) outbound traffic lane prior to commencing construction on the Access Road to "L" Street unless otherwise approved by Firestone. Wal-Mart shall not block, close or restrict the 49th Street Access Road to the Firestone Property between 7:00 a.m. and 7:00 p.m. local time on such days as the business operated on the Firestone Property is open to the public.

(b) Wal-Mart shall not block or close the existing accessways to the Firestone Property between 7:00 a.m. and 7:00 p.m. local time on such days as the business operated on the Firestone Property is open to the public. Access to the Firestone Property may be restricted between 7:00 a.m. and 7:00 p.m. on such days as the business operated on the Firestone Property is open to the public; provided that (i) at the Access Road, there shall be a minimum of one (1) inbound and one (1) outbound traffic lane open to and from "L" Street at all times, and (ii) at the existing "L" Street access point at the northeast corner of the Firestone Property (the "Northeastern Firestone Access"), there shall be a minimum of one (1) inbound and one (1) outbound traffic lane open to and from "L" Street at all times.

(c) Wal-Mart shall be expressly permitted to completely block, close or restrict access to the Firestone Parcel (i) between the hours of 7:01 p.m. and 6:59 a.m. local time on any day during construction of the Firestone Improvements, and (ii) at any time on such days during construction of the Firestone Improvements as the business operated on the Firestone Property is closed to the public; provided however, that at all times there shall be a minimum of one (1) inbound and one (1) outbound traffic lane providing the Firestone Property with access to and from "L" Street.

(d) In the event Wal-Mart blocks, closes or restricts access to the Firestone Property other than as expressly permitted hereinabove, Wal-Mart agrees to compensate Firestone in the amount of \$4,000.00 per day for each day Wal-Mart blocks, closes or restricts access to the Firestone Property (other than as expressly permitted hereinabove), as reasonably determined by Firestone. Firestone acknowledges that the liquidated damages described in this Section 7(d) shall only accrue (i) following a blockage, closure or restriction (other than as expressly permitted hereinabove) caused by or at the request of Wal-Mart, its agents or contractors, and (ii) following written notice from Firestone to Wal-Mart identifying any such blockage, closure or restriction in violation of the terms of this Agreement; provided however, any liquidated damages arising from a blockage,

closure or restriction in violation of the terms of this Agreement shall include the day upon which written notice of such violation is given to Wal-Mart by Firestone.

8. Upon the completion of construction of the Firestone Improvements, Wal-Mart shall, at its own cost and expense, be responsible for the maintenance, repair and replacement of the Access Road and the 49th Street Access Road, and Firestone shall, at its own cost and expense, be responsible for the maintenance, repair and replacement of the parking lot, landscaping and other improvements installed by Wal-Mart within the Swap Property.

9. Firestone hereby grants to Wal-Mart, for the benefit of Wal-Mart, its agents and contractors, the non-exclusive right to enter upon the Access Easement Area, the Swap Property and other portions of the Firestone Property as necessary to construct and install the Firestone Improvements subject to the requirements set forth in Section 6 herein. Firestone hereby grants to Wal-Mart, for the benefit of Wal-Mart, its agents and contractors, the non-exclusive right to enter upon the Access Easement Area in order to maintain the Access Road as required hereunder, provided that Wal-Mart's performance of its maintenance obligations hereunder does not unduly prevent or interfere with Firestone's business operations or the free flow of traffic to and from the Firestone Property without the written consent of Firestone.

10. The easements and rights granted under the terms of this Agreement shall be appurtenant to and run with the Properties, including future subdivisions and/or reconfiguration of the Properties, and shall be binding on all individuals or entities having or acquiring any right, title, or interest in the Properties and shall inure to the benefit of each owner, tenant, subtenant, employee, or invitee thereof.

11. The easements and rights established by this Agreement shall remain separate and distinct as to each Property and shall not merge and/or terminate if the Properties become owned by the same entity.

12. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

13. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Properties or of any Property or portion thereof to the general public, or for any public use, or purpose whatsoever.

14. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law by reason of any such breach.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

16. This Agreement may not be amended or modified except by written agreement signed by both parties. In the event that any provision of this Agreement shall be held invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

17. All notices and other communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Wal-Mart: Wal-Mart Stores, Inc.
Attn: Property Management, Nebraska (Store No. 3172-00)
2001 S.E. 10th Street
Bentonville, AR 72716-0550

With a copy to: Wal-Mart Stores, Inc.
Attn: Legal Department, Nebraska (Store No. 3172-00)
2001 S.E. 10th Street
Bentonville, AR 72716-0550

If to Firestone: Bridgestone Retail Operations, LLC
333 East Lake Street
Bloomington, IL 60108
Attn: Law Department – Real Estate

18. Each party to this Agreement, its successors and assigns in ownership of each respective portion of the Access Easement Area, shall indemnify and hold harmless the other party to this Agreement and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and reasonable litigation expenses, arising out of or resulting from the use of said Access Easement Area, provided and to the extent that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of the property, including the loss of use resulting therefrom, and (b) caused in whole or in part by any intentional act, negligent act or omission of the other party to this Agreement, its employees, agents, contractors, or subcontractors.

19. Each party 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 \$2,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. 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 not be canceled without ten (10) days' prior written notice to the other party. Notwithstanding anything to the contrary contained in this Section 19, so long as the net worth of Wal-Mart, its successors or assigns, shall exceed \$100,000,000.00, and so long as Wal-Mart, its successors or assigns is owner or lessee of the Wal-Mart Property, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim. Notwithstanding anything to the contrary contained in this Section 19, so long as the net worth of Firestone, its successors or assigns shall exceed \$100,000,000.00 and so long as Firestone, its successors or assigns, is the owner or lessee of the Firestone Property, Firestone shall have the right to retain (in whole or in part) the financial risk for any claim.

20. In consideration of Firestone's granting of the perpetual, non-exclusive easement over the Access Easement Area that is granted by Firestone herein, Wal-Mart has agreed to impose a restrictive

covenant in favor of Firestone ("Firestone Exclusive") encumbering the Wal-Mart Property pursuant to the following terms:

(a) No part of the Wal-Mart Property shall be used for all or any portion of the Intended Use (as hereafter defined), including, without limitation, any of the following activities: (i) sales, service or installation of any motor vehicle parts, such as tires, auto accessories, batteries, brakes, mufflers, air conditioning; or (ii) motor vehicle services, such as tune-ups, lube and oil changes, cooling systems flushing, filling and repair, electrical work, wheel alignments and suspension repair and replacement: and,

(b) Wal-Mart will not lease or consent to lease or sell any space within the Wal-Mart Property whereupon the tenant or occupant has the right to conduct the Intended Use or any portion thereof on the Wal-Mart Property.

The "Intended Use" shall mean a tire sales business and an automotive service and repair business, including, without limitation, the sale, service, repair and installation of tires, motor vehicle parts and accessories, oil and its derivatives, automobile supplies and furnishings; and such other uses as may be necessary or incidental thereto.

Notwithstanding anything to the contrary set forth herein, nothing set forth in this Section 20 shall prevent any business from operating on the Wal-Mart Property which engages in the sale of motor vehicle parts and accessories (excepting tires), oil and its derivatives, or automobile supplies and furnishings (collectively herein "Motor Vehicle Parts"), so long as, such business does not: (i) install Motor Vehicle Parts on or in vehicles; or (ii) service, maintain or repair vehicles; or (iii) provide oil changes to vehicles.

Upon breach of the Firestone Exclusive by the Wal-Mart or any of its successors and assigns, or any person or entity claiming an interest by, through or under any of them, then Firestone or any tenant or subtenant of the Firestone Property shall have all remedies available at law or in equity, including, without limitation, the right to injunctive relief and damages. Firestone shall have the right, at its sole option, to enforce the terms of this Firestone Exclusive. The restrictions contained in this Section 20 shall run with the Wal-Mart Property and shall inure to the benefit of Firestone its tenants, subtenants, successors and assigns, including, without limitation, and shall be binding upon Wal-Mart and Wal-Mart's successors and assigns. This Firestone Exclusive may only be amended or modified with the written approval of the owner of the Firestone Property. The owner of the Firestone Property shall have the right to enforce the terms of this Firestone Exclusive directly against the owners and occupants of the Wal-Mart Property.

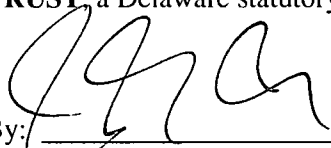
Notwithstanding anything to the contrary set forth herein, the Firestone Exclusive shall expire and be of no further effect if the occupant of the Firestone Property ceases to use the Firestone Property for all of the Intended Use for a period of two (2) consecutive years.

21. This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

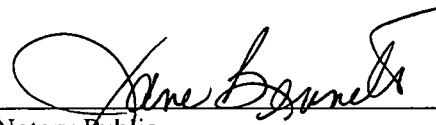
WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

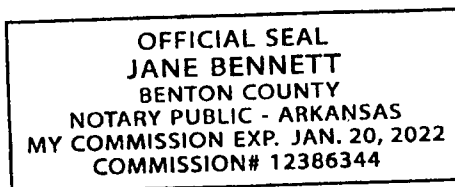
By: 
John Clarke, Vice President—Real Estate

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 16th day of September 2012, by John Clarke, the Vice President—Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

[SEAL]


Notary Public
My Commission Expires 1-20-2022



**BRIDGESTONE RETAIL OPERATIONS,
LLC**

By: James M. Blecha

mm Name: James M. Blecha

Its: Vice President Real Estate and Assets

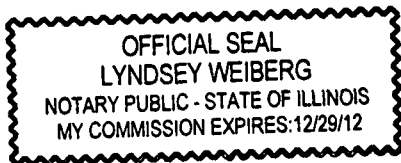
STATE OF ILLINOIS

) ss.

COUNTY OF DU PAGE)

The foregoing instrument was acknowledged before me this 31st day of August, 2012, by James M. Blecha, the VP Real Estate and Assets of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the limited liability company.

[SEAL]



Lyndsey Weiberg
Notary Public
My Commission Expires 12/29/12

EXHIBIT A
LEGAL DESCRIPTION OF WAL-MART PROPERTY

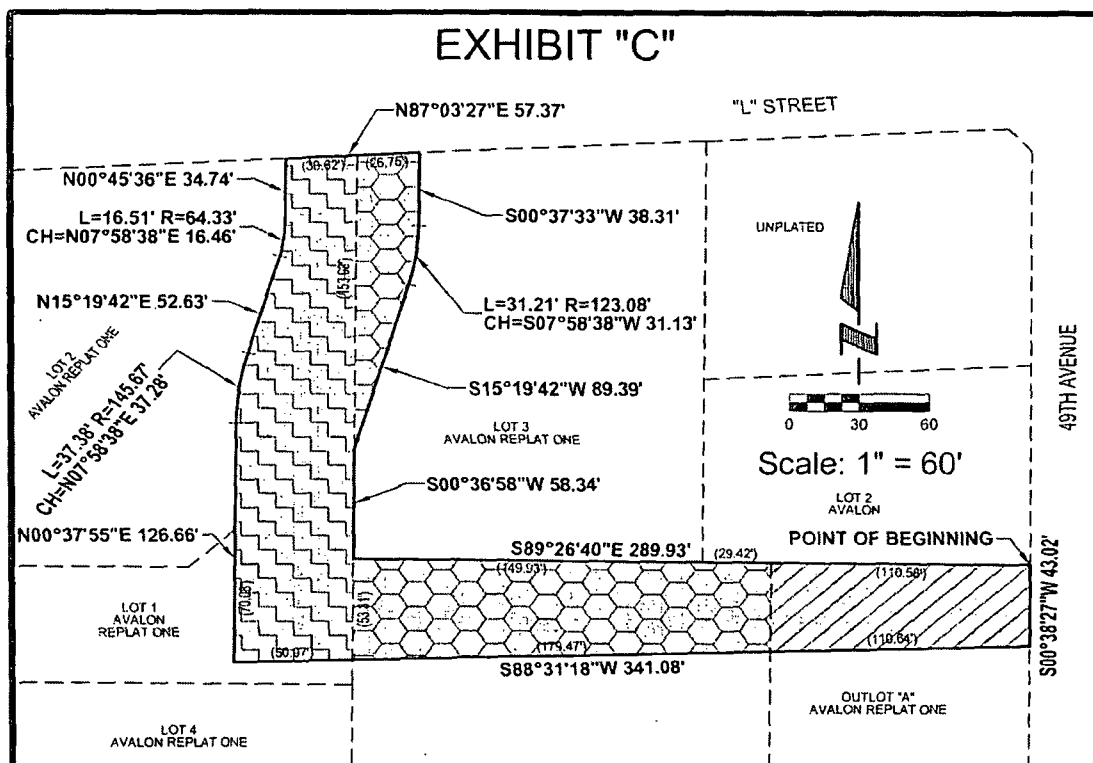
Lots 1, 2, 4, and Outlot A, Avalon Replat One, Douglas County, Nebraska

EXHIBIT B
LEGAL DESCRIPTION OF FIRESTONE PROPERTY

Lot 3, Avalon Replat One, Douglas County, Nebraska

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF THE ACCESS EASEMENT AREA



LEGAL DESCRIPTION OF RECIPROCAL ACCESS EASEMENT AREA:

A PERMANENT RECIPROCAL EASEMENT LOCATED IN LOTS 1, 3 AND OUTLOT "A", AVALON REPLAT ONE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT "A", AVALON REPLAT ONE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, AVALON, A SUBDIVISION LOCATED IN SAID SECTION 6, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF 49TH AVENUE; THENCE S00°38'27"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID OUTLOT "A", AVALON REPLAT ONE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 49TH AVENUE, A DISTANCE OF 43.02 FEET; THENCE S88°31'18"W, A DISTANCE OF 341.08 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 2, SAID AVALON REPLAT ONE AND THE SOUTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE NORTHERLY LINE SAID LOT 1, AVALON REPLAT ONE, AND THE SOUTHERLY EXTENSION THEREOF ON THE FOLLOWING 5 DESCRIBED COURSES: N00°37'55"E, A DISTANCE OF 126.66 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 145.67 FEET, A DISTANCE OF 37.38 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N07°58'38"E, A DISTANCE OF 37.28 FEET; THENCE N15°19'42"E, A DISTANCE OF 52.63 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 64.33 FEET, A DISTANCE OF 16.51 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N07°58'38"E, A DISTANCE OF 16.46 FEET; THENCE N00°45'36"E, A DISTANCE OF 34.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, AVALON REPLAT ONE, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "L" STREET; THENCE N87°03'27"E ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF "L" STREET SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 1, AVALON REPLAT ONE, AND ALSO THE NORTHERLY LINE OF SAID LOT 3, AVALON REPLAT ONE, A DISTANCE OF 57.37 FEET; THENCE S00°37'33"W, A DISTANCE OF 38.31 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 123.08 FEET, A DISTANCE OF 31.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°58'38"W, A DISTANCE OF 31.13 FEET; THENCE S15°19'42"W, A DISTANCE OF 89.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING EASTERLY LINE OF SAID LOT 1, AVALON REPLAT ONE; THENCE S00°36'58"W ALONG SAID WEST LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, AVALON REPLAT ONE, A DISTANCE OF 58.34 FEET; THENCE S89°26'40"E ALONG THE NORTH LINE OF SAID OUTLOT "A" AND THE WESTERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 2, AVALON AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 289.93 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT RECIPROCAL EASEMENT CONTAINS AN AREA OF 28,565 SQUARE FEET OR 0.656 ACRES, MORE OR LESS OF WHICH SAID LOT 1, AVALON REPLAT ONE CONTAINS AN AREA OF 11,837 SQUARE FEET OR 0.272 ACRES MORE OR LESS AND SAID LOT 3, AVALON REPLAT ONE CONTAINS AN AREA OF 11,755 OR 0.270 ACRES MORE OR LESS AND SAID OUTLOT "A" CONTAINS AN AREA OF 4,973 SQUARE FEET OR 0.114 ACRES, MORE OR LESS.



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RECIPROCAL ACCESS EASEMENT AREA

LOTS 1, 3 AND OUTLOT "A", AVALON REPLAT ONE
SE1/4 SECTION 6, T14N, R13E
DOUGLAS COUNTY, NEBRASKA

Drawn by: FCE Chkd by: Chkd by:

Job No.: 2011.182.008 Date: 12/08/11 Book No.: XXXXX

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EXHIBIT D

SITE PLAN

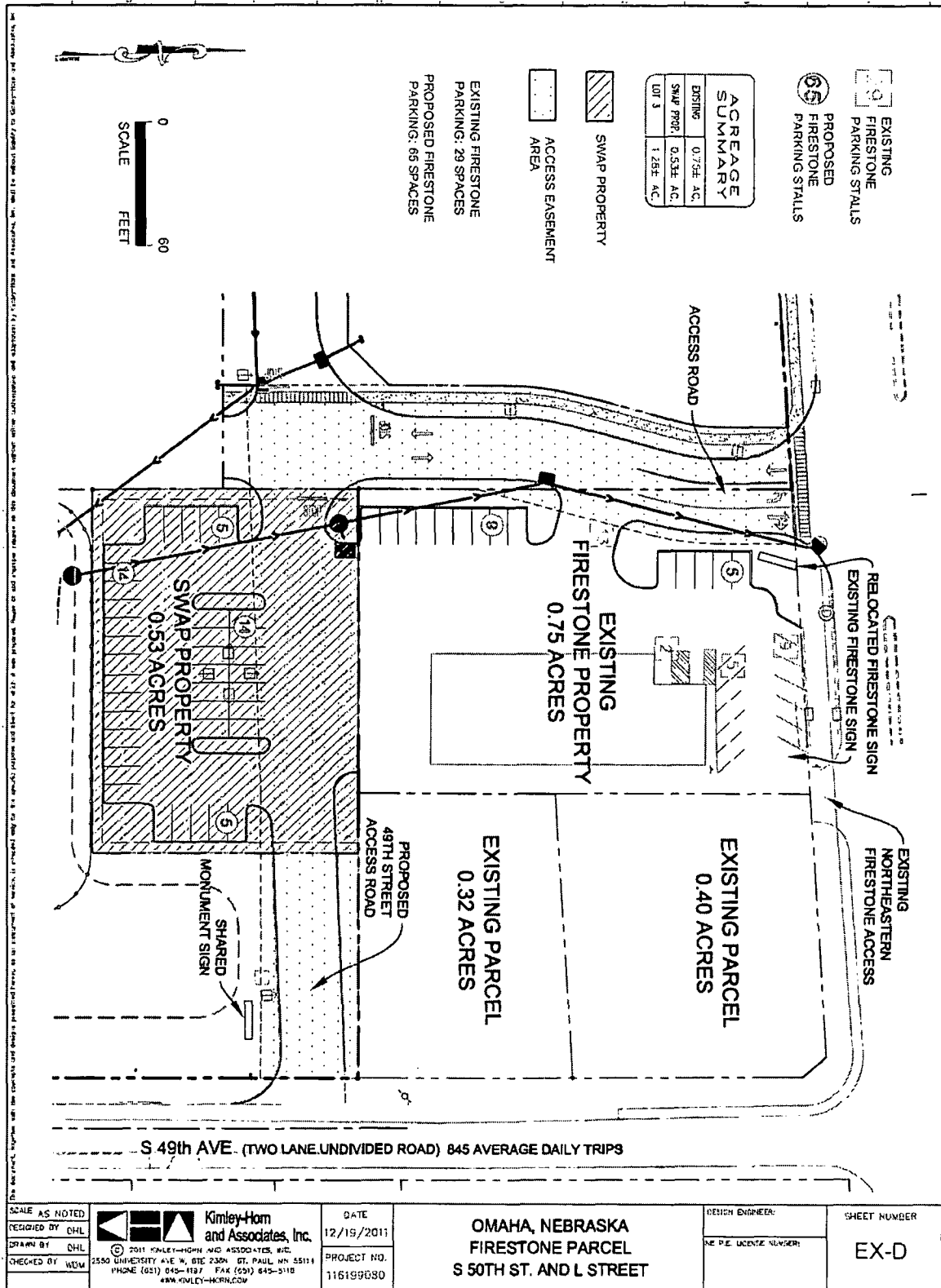
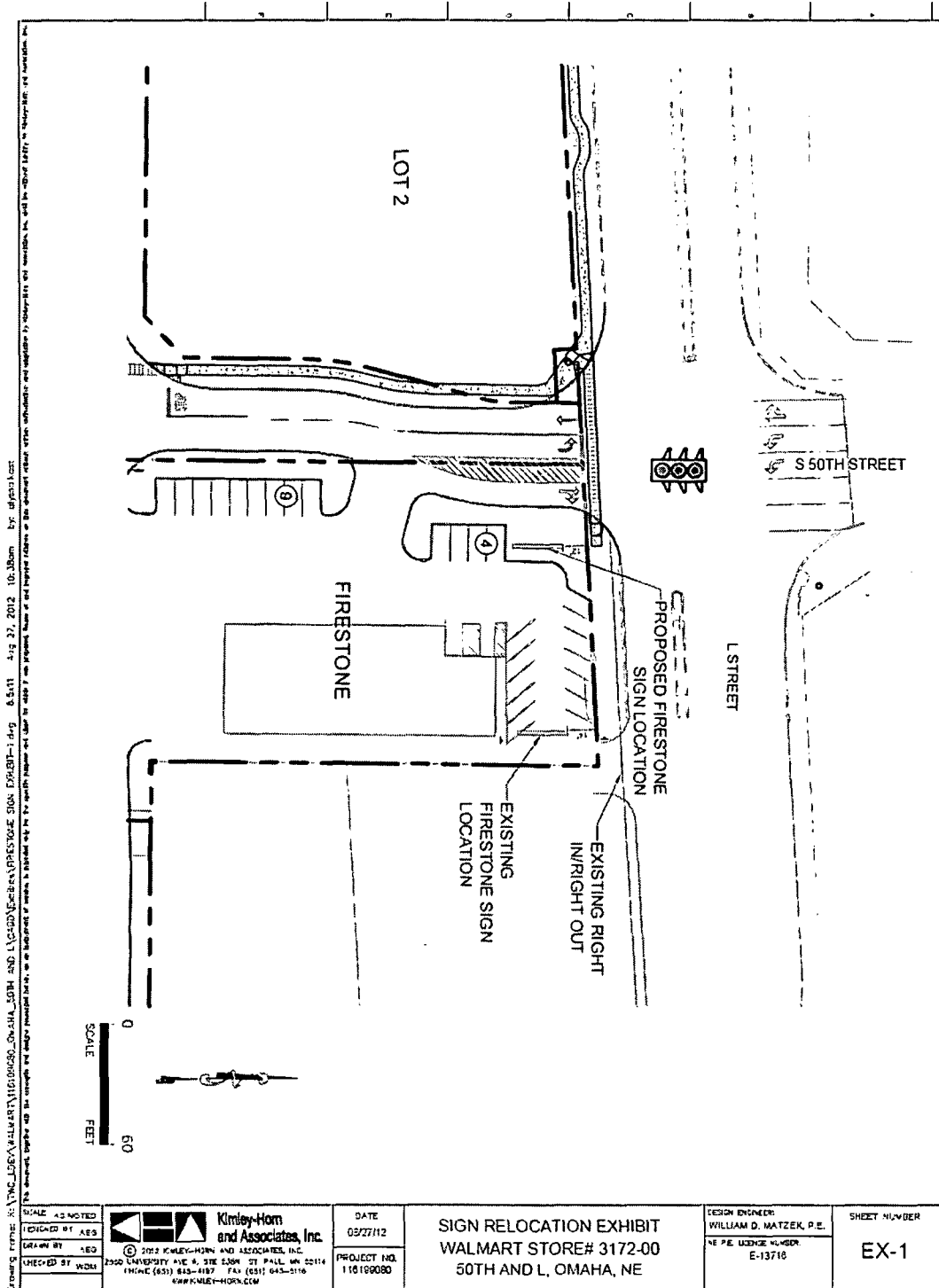


EXHIBIT E-1

PROPOSED LOCATION OF FIRESTONE SIGN UNDER OPTION A



PROPOSED LOCATION OF FIRESTONE SIGN UNDER OPTION B



EXHIBIT E-3

PROPOSED LOCATION OF FIRESTONE SIGN UNDER OPTION C

