

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFRIMATIVE OBLIGATINS, CONDITIONS,
ETC., WHICH CONSTITUTES COVENANTS RUNNING WITH
CERTAIN COMMERCIAL LANDS OF JONESBORO PROPERTIES, LLC
COMMERCIAL USE COVENANTS**

WHEREAS, Jonesboro Properties, LLC organized and existing under the laws of the State of Arkansas, is the owner of certain lands located on Stadium Drive, Jonesboro, Craighead County, Arkansas as shown on **Exhibit A, Legal Description** which is attached and made a part of this document ;

Jonesboro Properties, LLC desires to make, publish and record a Declaration of restrictive covenants affecting properties designated or to be designated for commercial use and desires to have said restrictive covenants filed in the Office of the Clerk of Court for Craighead County, Arkansas reserving the right in each instance to add additional restrictive covenants in respect to said properties

WHEREAS, Jonesboro Properties, LLC in accordance with a resolution of the Members of the LLC adopted a meeting held on December 28, 2007 wherein the Co-Managers were authorized to make this Declaration and to execute the same on behalf of said LLC;

NOW THEREFORE, Jonesboro Properties, LLC does hereby declare that the commercial land use covenants contained herein shall be covenants running with the land and shall apply to commercial lands conveyed or leased in the future by deeds or leases hereafter made which make reference to this Declaration of covenants (the "Commercial Property"). The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed or to limit therein the application of the covenants contained herein.

It being the true intent and purpose of this Declaration that the commercial land use covenants contained herein shall be the sole applicable covenants restricting and affecting such Commercial Property as may be deemed subject to the covenants herein by specific reference in individual deeds and leases.

The Covenants and Restrictions below will be referred to as the Commercial Use Restrictions of January 1, 2008, and will be recorded in the Office of the Clerk of Court for Craighead County, Arkansas and will be incorporated in deeds and leases to Commercial Property issued by Jonesboro Properties, LLC by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Craighead County, Arkansas.

Whenever used herein, the term "the Company" shall refer to Jonesboro properties, LLC its successors and assigns.

PART I**COVENANTS, RESTIRICITONS AND AFFIRMATIVE
OBLIGATIONS APPLICABLE TO COMMERCIAL PROPERTY**

No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any Commercial Property plot until architectural plans and building specifications, site plans showing location of buildings and all other improvements, existing and proposed finished grades, location of trees 8" and over in diameter; preliminary landscape designs and landscape budget have been approved in writing by the Company. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient commercial area of integrated design and function. If the Company, its agents, successors or assigns do not act on applications made to them for approval within thirty (30) days after receiving written demand for such approval, such application shall be deemed approved. Owners or lessee of shops or other business establishments on Commercial Property shall keep their shops, buildings and other structures in good repair, and shall maintain the premises in a neat and attractive appearance in general.

No noxious, offensive or illegal activity shall be carried on upon any Commercial Property, nor shall anything be done therein which may be or may become an annoyance or nuisance. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of other property in Creek Place by the owners or lessees thereof.

No sexually oriented business may operate in this subdivision.

All signage must conform to code for the City of Jonesboro and be approved by the Company prior to installation.

No continually parked vehicles with signage promoting a business will be allowed as "additional" signage.

Egress and ingress between individual lots should be permitted as long as that egress and ingress does not take up parking of the property being crossed and there are clear drives through the property.

In order to preserve and enhance the economic value of the Commercial Property and to prevent congestion and crowding which would be detrimental to the value of adjacent areas, no more than fifty per cent (50%) of the total acreage in any Commercial Property tract may be utilized for enclosed and/or covered commercial buildings and/or covered commercial buildings and similar facilities. The unenclosed portion of any Commercial Property tract shall be maintained in an attractive manner to include landscaping, walkways and automobile parking areas.

The exterior of any structure on Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is

impossible or would result in great hardship to the owner or building due to strikes, fires, national emergency or natural calamities.

In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any Commercial Property on which a permanent structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, cutting, clearing or pruning any underbrush or unsightly growth which, in the opinion of the Company, detracts from the overall beauty, setting and safety of the surrounding area. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

It shall be the responsibility of each Commercial Property owner and lessee to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. If the lot owner does not maintain the lot and any improvements thereon according to the standards which the Company establishes, after 30 days written notice to the lot owner and failure of the lot owner to correct the defective condition, the Company, at the lot owner's expense, shall enter upon the premises, and correct the defective condition.

Each Commercial Property owner or lessee shall provide adequate space for off-street parking for use by customers of the commercial venture.

Each commercial Property owner or lessee shall provide sanitary receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the company and such facilities shall be kept in a clean and sanitary condition.

Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be made for disposal of sewage by connection with sewer mains.

No structure of a temporary character, including mobile offices or living quarters shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction, and provided further that this prohibition shall not apply to camping trailers and other recreational vehicles entering Creek Place.

No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure or within a screened area as required in the following paragraph, or buried underground.

Each Commercial Property owner or lessee must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction in the same manner as set forth in Section 1 of this declaration.

No private water wells may be drilled or maintained on any Commercial Property.

No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of the Company. However, the Company hereby expressly reserves the right to itself, its successors or assigns, to re-plat any two (2) or more lots shown on the plat of any subdivision in intended primarily for commercial use in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a Commercial Property site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said re-platted lots, provided that no lot originally shown on a recorded plat is reduced by more than ten (10) percent smaller than the smallest lot in such recorded subdivision plat from its original size but further provided, that any such lot may be reduced in size to a minimum of one-half acre whether or not such reduction in size is more than ten (10) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

The lot owner agrees to join, fund and support the Creek Place Merchants' Association according to the terms set forth in by-laws of said Association.

PART II

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any, of Jonesboro Properties, LLC., for a period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any Commercial Property owner, or agent of such owner or lessee, the owners of Commercial Property subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Jonesboro Properties, LLC its successors or assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, wherever there shall have been built on any commercial Property any structure which is in violation of those restrictions, to enter upon such property where such violation exists, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner, any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restriction of these covenants shall remain in full force and effect.

The Company may include in any contract or deed conveying Commercial Property hereafter made, modifications and/or additions to the restrictions contained in this Declaration of Covenants with each modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

The covenants, restrictions and affirmative obligations contained herein supersede any prior Declarations of rights, restrictions, conditions, and covenants affecting Commercial Property made by the Company and recorded in the realty records of Craighead, County, Arkansas.

It is the true intent and purpose of the Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Commercial Property conveyed by the Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded, however, those properties conveyed the Company prior to the effective date of this instrument are not governed or otherwise restricted by the uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

Dated this 1st Day of January 2008

Jonesboro Properties, LLC

By: [Signature]
Ben Israel

By: [Signature]
Tom Muccio

Co-Managers of Jonesboro Properties, LLC

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF Washington

On this day before me a Notary Public, the undersigned Co-Managers of Jonesboro Properties, LLC, personally appeared before me who are known to me to be the persons who have signed this document on behalf of Jonesboro Properties, LLC and they acknowledge that they signed and delivered this document for the purposes set out and the consideration set forth in this document.

In witness I have set my hand and official seal this 8th day of April, 2008.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-5-2016



Type of Instrument: Termination of Declaration of Creek
Place Subdivision

ANN HUDSON
CRAIGHEAD COUNTY
RECORDED ON:
06/19/2014 11:29AM

This Instrument Prepared By:
Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

After recording Return to:
Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

TERMINATION OF DECLARATION OF CREEK PLACE SUBDIVISION

This Termination of Declaration of Creek Place Subdivision is entered into and made effective this 2nd day of May, 2014, by the undersigned representing all of the owners of Commercial Property in the Creek Place Subdivision, Jonesboro, Arkansas (collectively, "Owners").

RECITALS:

A. The Owners represent all of the owners of the Commercial Property (as defined in the Declaration) in the Creek Place Subdivision as originally shown by Plat recorded in Plat Cabinet "C" Page 192 and as subsequently as amended and replatted ("Creek Place Subdivision").

B. The Creek Place Subdivision is subject to the "Declaration of Rights, Restrictions, Affirmative(sic) Obligatins(sic), Conditions, Etc. Which Constitutes Covenants Running with Certain Commercial Lands of Jonesboro Properties, LLC" ("Declaration") which is recorded in Deed Book 771 at Page 374 of the records of Craighead County, Arkansas.

C. The Declaration may be changed in whole or in part by the consent of the majority of the owners of the Commercial Property (as defined in the Declaration) in the Creek Place Subdivision.

D. The Owners desire to terminate the Declaration in its entirety.

NOW, THEREFORE, for good and valuable consideration, the Owners hereby agree as follows:

1. Consent to Termination of Declaration. The Owners hereby unanimously consent to termination of the Declaration in its entirety. Each and every one of the terms, conditions, and provisions of the Declaration shall have no force or effect on and after the Effective Date hereof.

2. Recordation. This termination shall be filed in the Office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas.

3. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

[Signature Page to Follow]

LIBERTY BANK OF ARKANSAS

By _____
Name _____
Title _____

NIX DEVELOPMENT, LLC

By _____
Name _____
Title _____

MARK S GROUP CORPORATION

By _____
Name Jeremy Howard
Title VP

MURPHY OIL USA, INC.

By _____
Name _____
Title _____

ACKNOWLEDGMENT

Oklahoma
STATE OF ~~ARKANSAS~~
COUNTY OF _____

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Terry Howard and _____ to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the VP and _____, respectively, of Mark S. Group Corporation, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal on this 12 day of May, ~~2013~~ 2014
DIONNE R. RIDER
Notary Public
State of Oklahoma
Commission # 11000223
My Commission Expires Jan 7, 2015
Dionne R. Rider
Notary Public

My Commission Expires:
Jan 7, 2015

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF _____

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared _____ to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the _____ of Murphy Oil USA, Inc., a _____ corporation, and that he/she as such corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this ___ day of _____, 2013.

Notary Public

My Commission Expires:

FRUSERSRWW\herry back\onesboro Properties\Creek Place\Termination of Declaration of Rights\Revisions Etc.wpd

CENTENNIAL BANK

By: Deana Osment
Name: Deana Osment
Title: Div President NEA

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Deana Osment to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the Div. Pres. NEA of Centennial Bank, and that he/she as a corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this 16 day of April, 2014.

Kim Finley
Notary Public

My Commission Expires:
12-10-16



NIX DEVELOPMENT, LLC

By: *[Signature]*
Name: Robin Nix
Title: Managing Member

ACKNOWLEDGMENT

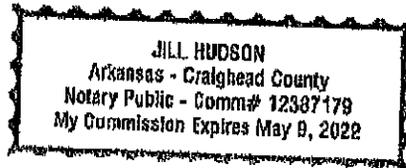
**STATE OF ARKANSAS
COUNTY OF CRAIGHEAD**

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Robin Nix, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the Managing Member of Nix Development, LLC, an Arkansas limited liability company, and that he/she as such _____, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such Managing Member and executing on behalf of the company as such Managing Member.

WITNESS my hand and seal on this 8 day of May, 2014.

[Signature]
Notary Public

My Commission Expires:
5-9-14



MURPHY OIL USA, INC.

By: [Signature]
Name: Aaron Grieb
Title: Vice President, Asset Development

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Aaron Grieb to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the vt. Asset Development of Murphy Oil USA, Inc., a Delaware corporation, and that he/she as such corporate officer, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such officer and executing on behalf of the corporation as such officer.

WITNESS my hand and seal on this 9th day of May, 2014.

Tammy Taylor
County Of Union
Notary Public - Arkansas
My Commission Exp. 09/07/2014
My Commission Expires:
09/07/2014

[Signature]
Notary Public

AUTO WASH PARTNERS, LLC

By: [Signature]
Name: Jeff Diamond
Title: Manager

ACKNOWLEDGMENT

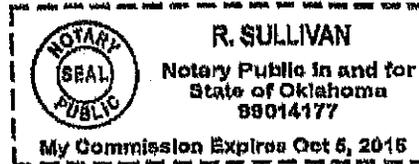
STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Jeff Diamond, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he/she was the Manager of AUTO WASH PARTNERS, LLC, a limited liability company, and that he/she as such Manager, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing himself/herself as such Manager and executing on behalf of the company as such Manager.

WITNESS my hand and seal on this 16 day of May, 2014.

[Signature: R. Sullivan]
Notary Public

My Commission Expires: _____



PAUSERSVWwcentennial bankJonesboro Properties/Creek Place/Terrace/Declaration of Rights, Restrictions Etc. AUTO WASH PARTNERS.wpd

ANN HUDSON
CRAIGHEAD COUNTY
RECORDED ON:
06/19/2014 11:29AM

When recorded return to:
J. Cliff McKinney, Esq.
Quattlebaum, Grooms, Tull & Burrow PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

Jonesboro (Stadium), AR; Store #6943-00

**DECLARATION OF RESTRICTIONS
("AGREEMENT")**

THIS AGREEMENT is made as of the 15th day of May, 2014, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), and CENTENNIAL BANK, formerly known as LIBERTY BANK OF ARKANSAS, an Arkansas state chartered bank ("Developer").

WITNESSETH:

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

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

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

1. Use. In conjunction with the sale of the Wal-Mart Tract to Wal-Mart, Developer specifically agrees that no multi-family housing, billiard parlor, night club, funeral parlor, flea market, industrial manufacturing, business serving alcoholic beverages except the sale of alcoholic beverages in a restaurant for on-site consumption (so long as the sale of alcoholic beverages does not exceed fifty percent (50%) of the total gross sales from the restaurant), adult bookstore or other establishment selling or exhibiting or distributing pornographic or obscene materials or live models or dancers, any business or facility used in grading, delivery, transferring, supplying, dispensing, distributing or selling marijuana, whether by prescription medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant, or any business which creates strong or offensive odors, fumes, emissions or sounds shall occupy space on the Developer Tract without the written consent of Wal-Mart, which consent may be withheld at

Wal-Mart's discretion, as said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business.

2. Competing 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 within the Developer Tract, shall be leased or occupied by or conveyed to any other party for use as (i) a retail facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a drug store or pharmacy, (iv) a discount department store or other discount store, except that a Big Lots branded store is expressly permitted so long as such store is operated substantially in the manner that Big Lots stores currently operate in the Arkansas market as of the date this Agreement is recorded, and so long as the business does not sell food or pharmaceuticals; (v) a variety, general or "dollar" store, (vi) a grocery store or supermarket, (vii) a convenience store, or (viii) as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and/or to seek any and all remedies afforded by either law or equity. "Grocery store," as such term is used herein, shall mean a food store or a food department containing more than 3,000 square feet of building space used for the purpose of selling food for off premises consumption, including the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "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 3,000 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. This Section shall not prohibit the operation of a home improvement store, a furniture store, a building supply store, an electronics store, a clothing or clothing accessory store, a pet supply store, an office products store or any other similar category retailer that dedicates at least seventy-five percent (75%) of its sales area to the sale of a single product category.

3. Building. No buildings with metal facades shall be constructed on Developer's Tract or on Wal-Mart Tract and no building wall footings shall encroach from the Developer Tract onto another tract. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. No building on the Developer Tract shall exceed one story in height (25 feet above finished grade).

4. No Cross Parking; No Storage. The parties agree that there shall be no cross parking between the Wal-Mart Tract and the Developer Tract and nothing contained here shall be construed as an express or implied right for the overnight storage of vehicles.

5. Water Flow. 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.

6. "Parking Area" Ratio. Developer agrees that at all times there shall be independently maintained on each lot created on the Developer Tract parking area sufficient to accommodate not fewer than: (i) 15 spaces for every 1,000 square feet of building space for any restaurant or entertainment use in excess of 5,000 square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than 5,000 square feet); or (ii) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use less than 5,000 square feet (subject to the exception above); or (iii) 5.0 spaces per 1,000 square feet of building space for any other use.

7. Signs. No signs shall be located on the Developer Tract except signs advertising the business conducted on each separate lot created within the Developer Tract.

8. Maintenance.

a. Before Development. Prior to development of the Developer Tract, and as long as Developer shall continue to own such portion of the Developer Tract, Developer shall: (a) shall keep the Developer Tract planted in grass and mowed until improved and constructed; and (b) ensure that the tract is regularly monitored so that any and all debris or other refuse dumped or otherwise carried onto the Developer Tract is promptly removed. Upon sale of all or a portion of the Developer Tract, the grantee of the respective portion of the Developer Tract shall assume Developer's obligations hereunder and Developer shall be released from any further obligation.

b. After Development. Following completion of any improvements on the Developer Tract, Developer shall, at its expense, maintain any parking lots, drives and landscaping relating to the improvements, if any, in good condition and repair, properly lighted and landscaped in compliance with applicable law. Upon sale of all or a portion of the Developer Tract, the grantee of the respective portion of the Developer Tract shall assume Developer's obligations hereunder and Developer shall be released from any further obligation.

9. No Covenant of Continued Operation. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by either Wal-Mart or Developer on their respective tracts. Wal-Mart and Developer each agree that either Wal-Mart or Developer may in its sole discretion and at any time during the term of this Agreement, cease the operation of its business on its respective Tract covered hereby; and each of Wal-Mart and Developer hereby waive any legal action for damages or for equitable relief which might be available to them because of such cessation of business activity by the other party.

10. 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.

11. Insurance. Following completion of any improvements on the Wal-Mart Tract or the Developer Tract (or a parcel carved therefrom), the owner thereof shall procure and

maintain in full force and effect throughout the term of this Agreement commercial general 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 \$2,000,000.00 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 \$2,000,000.00 for property damage; provided, however, that so long as Wal-Mart, or any of its affiliates, is owner or lessee of the Wal-Mart Tract, Wal-Mart, or any of its affiliates, shall have the right to self-insure and retain the financial risk for any claim in whole or in part. Upon sale of all or a portion of the Developer Tract, the grantee of the respective portion of the Developer Tract shall assume Developer's obligations hereunder and Developer shall be released from any further obligation.

12. Compliance. Developer agrees that all activities on the Developer Tract shall be conducted in compliance with all applicable laws, ordinances and regulations of any applicable governmental authority. Wal-Mart agrees that all activities on the Wal-Mart Tract shall be conducted in compliance with all applicable laws, ordinances and regulations of any applicable governmental authority.

13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Wal-Mart Tract as a group (or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract) and all record owners of the Developer Tract 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 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. Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by the written consent of:

a. Wal-Mart Tract: Wal-Mart, or its affiliate, as long as either it or its affiliate has any interest as either owner or lessee of the Wal-Mart Tract, or in the event Wal-Mart (or its affiliates) ceases to have any interest in the Wal-Mart Tract, then with the written consent of the successor to Wal-Mart or its affiliates. For purposes of modifying or amending the Agreement, successor to Wal-Mart or its affiliates shall be deemed to be the owners of at least 60% of the land area comprising the Wal-Mart Tract; and

b. Developer Tract. Developer, so long as it has any interest as either owner or lessee of the Developer Tract, or in the event Developer ceases to own any interest in the Developer Tract, the successor to Developer. For purposes of modifying or amending this Agreement, successor to Developer shall be deemed to be the owners of at least 60% of the land area comprising the Developer Tract.

c. No Other Consent. No other party's consent is necessary to modify or cancel this Agreement except the parties listed in Section 15.a. and 15.b.

16. 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.

17. 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.

18. 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.

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

Wal-Mart: Wal-Mart Real Estate Business Trust (Store #6943-00)
2001 S.E. 10th Street
Bentonville, AR 72716
Attention: President

With a copy to:
Wal-Mart Real Estate Business Trust (Store #6943-00)
Attention: Property Management, State of Arkansas
2001 S.E. 10th Street
Bentonville, AR 72716-0550

With a copy to:
J. Cliff McKinney, Esq.
Quattlebaum, Grooms, Tull & Burrow PLLC
111 Center Street, Suite 1900
Little Rock, AR 72201

Developer: Centennial Bank
2901 E. Highland Drive
Jonesboro, AR 72401

Notices shall be effective upon receipt or refusal.

20. Counterparts/Facsimiles. This Agreement may be executed in one or more counterparts which may be disassembled and aggregated into a single instrument. A

telecopied facsimile of a duly executed counterpart to this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein. However, the parties each agree to promptly return an original, duly executed counterpart of this Agreement following the delivery of a telecopied facsimile hereof.

21. Severability. In any provision of this Agreement shall be held to be invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

22. Choice of Law. This Agreement is governed by the laws of the State of Arkansas.

23. Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Craighead County, Arkansas, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Craighead County, Arkansas (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

24. Release from Liability. Upon the sale and conveyance of the Developer Tract or Wal-Mart Tract or any part thereof, the Developer or Wal-Mart, respectively, shall be released from any further liability under this Agreement with respect to that portion of the Developer Tract or Wal-Mart Tract sold or conveyed for any breach arising after the effective date of the conveyance. Any person acquiring fee or leasehold title to any portion of the Wal-Mart Tract or the Developer Tract shall be bound by this Agreement only as to the portion of such 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, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]

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

WAL-MART:

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

By: BH
Brian Hooper, Vice President of Real Estate

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Brian Hooper, to me well known, who stated he was the Vice President of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the statutory trust, and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 2014.

Joa M Garcia
Notary Public

My commission expires:

May 01, 2017
(SEAL)

JOA M. GARCIA
NOTARY PUBLIC-STATE OF ARKANSAS
WASHINGTON COUNTY
My Commission Expires May 01, 2017
Commission # 12380674

DEVELOPER:

CENTENIAL BANK

an Arkansas state chartered bank

By: [Signature]
Name: Jodi Allgood
Title: Special Assets Manager

"Developer"

STATE OF ARKANSAS)
COUNTY OF LONOKE)ss.

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Jodi Allgood Special Assets Manager of Centennial Bank, an Arkansas state chartered bank, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the bank; and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of May, 2014.

Rachael K. Carter
Notary Public

My commission expires:

10-01-2020
(SEAL)

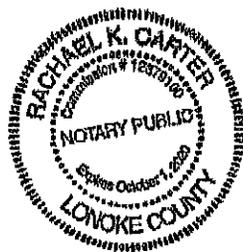


EXHIBIT B

(Wal-Mart Tract legal description)

Survey Description

All of Lot 3, Lot 4 and Lot 5 of Creek Place Addition to the City of Jonesboro, according to plat C-192 of the Public Records of Craighead County, Arkansas, and all of the vacated street between the West boundary of said Lot 3 and the East boundary of said Lot 4, lying in the NE 1/4 of the SW1/4 of Section 21, Township 14 North, Range 4 East, Fifth Principal Meridian, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Creek Place Addition, Thence along the South boundary of said addition, South 89°49'26" West, a distance of 366.34 feet to a found 1/2 inch rebar with cap at the southeast corner of said Lot 3 for the POINT OF BEGINNING;

Thence continuing along said boundary, South 89°49'26" West, a distance of 588.67 feet to a found 1/2 inch rebar with cap (LS 1273) at the southwest corner of Lot 5; Thence along the West boundary of said Lot 5, North 00°33'12" East, a distance of 369.99 feet to a found 1/2 inch rebar with cap (LS 1273) at the South right-of-way of Creek Drive; Thence along said right-of-way, the following three (3) course:

- 1.) North 89°50'07" East, a distance of 279.62 feet to a found 1/2 inch rebar with cap (LS 1273);
- 2.) North 89°51'16" East, a distance of 114.94 feet to a found 1/2 inch rebar;
- 3.) North 89°47'24" East, a distance of 189.03 feet to a found 5/8 inch rebar with cap (LS 1759) at the northeast corner of Lot 3;

Thence along the East boundary of said Lot 3, South 00°13'59" East, a distance of 369.95 feet to the point of beginning, containing 216,812 square feet or 4.98 acres, more or less.

EXHIBIT B

EXHIBIT C

(Developer Tract legal description)

Survey Description

All of Lot 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Creek Place Addition to the City of Jonesboro, according to plat C-192 of the Public Records of Craighead County, Arkansas.

EXHIBIT C