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Robert D. Nachman  
Schwartz, Cooper, et al  
180 N. LaSalle St., Ste. 2700  
Chicago, IL 60601

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*Dan J. [Signature]* INST. NO 98

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**DEVELOPMENT, OPERATION AND EASEMENT AGREEMENT**

THIS AGREEMENT, made this JANUARY 23, 1998, is by and between KMART CORPORATION, a Michigan corporation, whose address is 3100 West Big Beaver Road, Troy, Michigan 48084 ("Kmart"), Eustis Associates, a Delaware general partnership whose address is c/o Sofran Group, 808 Third Street, Suite C, Neptune, FL 32266 ("Shopping Center Owner"), and Lincoln Video, Inc., a Nebraska corporation, whose address is 4535 Leavenworth Street, Suite 12, Omaha, NE 68106 ("Outlot Owner").

**RECITALS:**

A. Concurrent with the execution of this Agreement, Shopping Center Owner has conveyed to Outlot Owner that certain parcel of land in the City of Lincoln, County of Lancaster, Nebraska, more particularly described in Exhibit A-1 and depicted as Lot 2A on Exhibit B, both attached hereto and made a part hereof (the "Outlot").

B. The Outlot abuts a property developed as a shopping center described in Exhibit A-2 and depicted as Lot 1 on Exhibit B, both attached hereto and made a part hereof (the "Shopping Center"). Kmart rents the Shopping Center from Shopping Center Owner.

C. The parties desire to enter into the following agreement regarding the development and use of the Outlot. The consent by Kmart to the sale of the Outlot to the Outlot Owner is subject to the terms and conditions hereof.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties agree as follows:

**ARTICLE I  
DEVELOPMENT OF THE OUTLOT**

1.01 Construction of Building. On or before August 1, 1998, the Outlot Owner

44 shall complete construction and open for business to the public a one-story building of  
45 approximately 7488 square feet on the Outlot (the "Building") to be used for a Hollywood  
46 Video Store. Outlot Owner shall be responsible, at its own cost, to obtain all permits,  
47 variances, licenses and approvals necessary from applicable authority to construct the  
48 Building on the Outlot and Kmart and Shopping Center Owner shall, at Outlot Owner's  
49 expense, reasonably cooperate with the Outlot Owner in obtaining the same.

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52 1.02 Approval of Site Plan. No buildings or improvements shall be constructed  
53 on the Outlot except in accordance with a site plan and elevation and exterior detail plans  
54 therefor which shall be approved by Kmart and Shopping Center Owner in writing prior to  
55 commencement of construction. No construction activity on the Outlot shall interfere with  
56 the operation or use of the Shopping Center or other construction activities within the  
57 Shopping Center. No signs may be erected or placed on the Outlot except as have been  
58 previously approved by Kmart and Shopping Center Owner, which approval shall not be  
59 unreasonably withheld, in writing and as are in conformance with all governmental  
60 regulations.

61

62 1.03 Indemnification; Insurance. With respect to any construction activity on the  
63 Outlot, the Outlot Owner agrees to indemnify, defend and save harmless Kmart and  
64 Shopping Center Owner and their agents, contractors, servants, employees, officers and  
65 directors, from any and all loss, damage, liability, cost or expenses, including, but not  
66 limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and  
67 other sums which Kmart or Shopping Center Owner, their agents, contractors, servants,  
68 employees, officers and directors may pay or become obligated to pay on account of any,  
69 all and every demand or claim, or assertion of liability, or any claim or action founded on  
70 or arising or alleged to have arisen out of any act or omission of the Outlot Owner, its  
71 agents, contractors, servants and employees, whether such claim or claims, action or  
72 actions be for damages, injury to person or property, including the property of Kmart or  
73 Shopping Center Owner, or death of any person. The Outlot Owner agrees that it shall,  
74 at its own expense, maintain in force a policy of insurance written by one or more  
75 responsible insurance carriers licensed to do business in Nebraska which shall insure  
76 against liability for injury to and/or death of and/or damage to property of any person or  
77 persons, with policy limits of not less than \$2,000,000 for injury to or death of any one  
78 person, \$3,000,000 for injury to or death of any number of persons in any one incident, and  
79 \$1,000,000 for damages to property resulting from any one incident. The policy shall name  
80 Outlot Owner and Kmart and Shopping Center Owner as insureds and shall provide,  
81 among other things, that the insurer specifically recognizes and insures the liability  
82 assumed herein by the Outlot Owner. The Outlot Owner shall deliver to Kmart and  
83 Shopping Center Owner a certificate of insurance evidencing the existence of the policy  
84 of insurance hereinabove provided. Such certificate shall provide that the insurance shall  
85 not be canceled or materially amended unless 30 days prior written notice of such  
86 cancellation or amendment is given to the named insureds.

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132 contractors or employees; or Outlot Owner's use, maintenance or occupancy of the Outlot.

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134 (d) Proof of Insurance. All such insurance provided for in the preceding  
135 sections shall be effected under valid and enforceable policies issued by insurers of  
136 recognized responsibility, licensed to do business in the State of Nebraska Certificates of  
137 such insurance shall be delivered to Kmart and Shopping Center Owner upon issuance  
138 thereof, and thereafter not less than fifteen days prior to the expiration date of the expiring  
139 policies. Any policy required by the Section shall provide that such policy shall not be  
140 canceled or materially amended without at least thirty days prior written notice to Kmart  
141 and Shopping Center Owner. If the Outlot Owner fails to obtain insurance as required in  
142 this Agreement within ten days of receipt of notice from Kmart or Shopping Center Owner,  
143 Kmart may, but shall not be obligated to, purchase the insurance on behalf of the Outlot  
144 Owner. If the Outlot Owner shall not pay to Kmart or Shopping Center Owner all of the  
145 costs incurred by Kmart or Shopping Center Owner to obtain such insurance within fifteen  
146 days of receipt of a statement therefor, Kmart or Shopping Center Owner shall have a lien  
147 on the Outlot in the amount of the statement, which amount shall bear interest at the rate  
148 of eighteen percent (18%) per year, or the highest rate permitted by law, whichever is  
149 lower, until paid. The lien, if any, shall be filed and enforced and have priority in  
150 accordance with Article V hereof. All such insurance may be provided by Outlot Owner's  
151 tenant.

152

153 (e) Obligation of the Outlot Owner in Event of Casualty. In the event of  
154 destruction or damage from fire or any casualty to the Buildings or any other structures or  
155 improvements on the Outlot, the Outlot Owner shall promptly, but in no event not later than  
156 one year from the date of such destruction or damage, either: (a) rebuild and repair the  
157 same to at least substantially the same size and as good as condition as such was in  
158 immediately preceding such fire or casualty; or (b) at its own expense, pave, stripe, light  
159 and maintain the land for use as part of the Common Areas of the Shopping Center, in  
160 which event the owners, occupants, customers and employees of the Shopping Center  
161 shall have and are hereby granted by Outlot Owner a non-exclusive easement for ingress,  
162 egress and parking over and upon the Outlot, until such time as Outlot Owner may rebuild.

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165 (f) Maintenance and Repair of the Outlot. The Outlot and any  
166 improvements thereon shall be continuously maintained and repaired by the Outlot Owner  
167 at its expense, so as to at all times be in a first class condition, free and clear of all debris.  
168 If the Outlot Owner fails to so maintain the Outlot and does not take substantial steps to  
169 cure such default hereunder within seven days of receipt of notice from Kmart or Shopping  
170 Center Owner, Kmart or Shopping Center Owner shall have the right, but not be obligated,  
171 to enter the Outlot and perform such maintenance on behalf of the Outlot Owner. If the  
172 Outlot Owner shall not pay to Kmart or Shopping Center Owner all of the costs incurred by  
173 Kmart or Shopping Center Owner to perform such maintenance within fifteen days of  
174 receipt of a statement therefor, Kmart or Shopping Center Owner shall have a lien on the  
175 Outlot in the amount of the statement, which amount shall bear interest at the rate of

176 eighteen percent (18%) per year, or the highest rate permitted by law, whichever is lower,  
177 until paid. The lien, if any, shall be filed and enforced and have priority in accordance with  
178 Article V hereof.

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180 (g) Alterations. After initial construction of the Building and all other  
181 structures and improvements on the Outlot in accordance with the plans and specifications  
182 approved by Kmart and Shopping Center Owner, the Outlot Owner shall not alter, remove  
183 or add to the exterior or structural components of the Building or construct additional  
184 buildings or structures on the Outlot, without the prior written consent of Kmart and  
185 Shopping Center Owner to the plans and specifications for each such alteration, removal,  
186 addition or construction.

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188 (h) Taxes and Assessments. In the event that the Outlot is not separately  
189 assessed for purposes of real estate taxation, the Outlot Owner agrees to obtain, at its  
190 cost, such separate tax assessment and Kmart and Shopping Center Owner agree to  
191 reasonably cooperate therewith. The Outlot Owner agrees to reimburse Kmart and  
192 Shopping Center Owner for its costs and expenses incurred in connection therewith. The  
193 Outlot Owner shall pay, or cause to be paid, prior to delinquency, all taxes, assessments  
194 and charges levied upon or assessed against the Outlot. If the Outlot Owner fails to pay  
195 any such tax, assessment or charge prior to the same becoming delinquent or bearing  
196 interest or penalties, with seven days prior notice from Kmart or Shopping Center Owner,  
197 Kmart or Shopping Center Owner shall may, but shall not be obligated to, pay any such  
198 tax, assessment or charge on behalf of the Outlot Owner. If the Outlot Owner shall not pay  
199 to Kmart or Shopping Center Owner such tax, assessment or charge and all of the costs  
200 incurred by Kmart in connection therewith within fifteen days of receipt of a statement  
201 therefor, Kmart or Shopping Center Owner shall have a lien on the Outlot in the amount  
202 of the statement, which amount shall bear interest at the rate of eighteen percent (18%)  
203 per year, or the highest rate permitted by law, whichever is lower, until paid. The lien, if  
204 any, shall be filed and enforced and have priority in accordance with Article V hereof.

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### ARTICLE III EASEMENTS

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209 3.01 Utility Easement. Kmart and Shopping Center Owner hereby grant to the  
210 Outlot Owner, its successors, assigns, mortgagees, lessees, sublessees, employees,  
211 agents, customers, licensees and invitees, and the Outlot Owner hereby grants to Kmart  
212 and Shopping Center Owner, their successors, assigns, mortgagees, lessees, sublessees,  
213 employees, agents, customers, licensees and invitees, over, across and under the  
214 Common Areas of their respective Outlot or property, a permanent, non-exclusive  
215 easement and right to construct, use, maintain and repair utility lines serving their  
216 respective Outlot or property. "Common Areas" shall mean all public and common facilities  
217 which shall, from time to time, exist in the Shopping Center and the Outlot and which are  
218 intended for common use, including, but not limited, to, entrances, exits, driveways, access  
219 roads, parking areas, walks, service drives, directional signs, lighting facilities, utility

220 services, drainage and retention pond facilities, landscaped areas and other facilities and  
221 areas intended for common use. Any maintenance or repair of such utility lines performed  
222 by the grantee of the easement granted in this paragraph shall be performed at the  
223 grantee's sole expense and in a manner so as to not unreasonably interfere with the  
224 operation of the Shopping Center or Outlot.

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226 **3.02 Easement for Ingress and Egress.** Kmart and Shopping Center Owner  
227 hereby grant to the Outlot Owner, its successors, assigns, mortgagees, lessees,  
228 sublessees, employees, agents, customers, licensees and invitees, and the Outlot Owner  
229 hereby grants to Kmart and Shopping Center Owner, their successors, assigns,  
230 mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees,  
231 a permanent, non-exclusive easement and right to use the entrances, exits and driveways  
232 within the Common Areas for the purpose of ingress and egress, but not parking, provided,  
233 however, that the use of the Common Areas for ingress and egress shall not cause the  
234 obstruction nor the impediment of vehicular or pedestrian traffic, upon or across the parking  
235 areas, entrances, exits, driveways, walks or service drives located within the Common  
236 Areas.

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ARTICLE IV  
USE OF OUTLOT

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241 **4.01 Permitted and Prohibited Uses.** The Outlot shall be used initially only for  
242 the construction, operation and maintenance of a Hollywood Video retail store. Thereafter,  
243 so long as Kmart is a tenant of the Shopping Center, without the prior written consent of  
244 Kmart and Shopping Center Owner, the Outlot shall be used solely for retail uses  
245 consistent with a first-class shopping center; provided, however, without limiting the  
246 foregoing, no such retail use shall be as a theater, bowling alley, skating rink, bar, tavern,  
247 off-sale liquor store, adult book store, gym, health club facility, automotive repair facility,  
248 dance hall, billiards or pool hall, game parlor, massage parlor, warehouse, or for the  
249 renting, leasing or sale of or displaying for the purposes of renting, leasing, or sale of any  
250 motor vehicle or trailer. Additionally, the Outlot shall not, unless consented to by the  
251 Shopping Center Owner, and by Kmart so long as Kmart is a tenant of the Shopping  
252 Center, in writing, be used (i) as a supermarket or grocery store, (ii) as a bakery or  
253 delicatessen, (iii) for the sale of fresh or frozen meat, fish, poultry or produce for off-  
254 premises consumption, (iv) for the sale of beer, wine or other alcoholic beverages for off-  
255 premises consumption, (v) as a pharmacy or drug store requiring the services of a licensed  
256 pharmacist, (vi) as a footwear or retail shoe store unit (vii) for the sale of pizza or deli  
257 sandwiches for on-site or off-site consumption; provided, however, the restrictions set forth  
258 in clauses (i) through (vii), inclusive, shall not prohibit (a) the sale of food items from an  
259 area not to exceed the lesser of 500 square feet of floor area or ten percent (10%) of the  
260 floor area of any storeroom when such sales are strictly incidental to the conduct of another  
261 business within such storeroom or (b) the operation of a restaurant, yogurt shop, or ice  
262 cream store or the sale of beer, wine, or other alcoholic beverages incidental to the service  
263 of food.

264 4.02 No Interference with Common Areas. No use of the Outlot shall interfere with  
265 the use of the Common Areas or the Shopping Center or impede the free flow of vehicular  
266 or pedestrian traffic thereon.

267  
268 4.03 Hazardous or Dangerous Use. No use of the Outlot shall increase the fire  
269 hazard or fire insurance rating for the Shopping Center or in any way present a danger or  
270 hazard to the employees and customers of the Shopping Center.

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## ARTICLE V

### LIENS

277 The liens provided for herein may be filed for record by Kmart or Shopping Center  
278 Owner as a claim of lien against the defaulting Outlot Owner in the Office of the Recorder  
279 of Lancaster County, Nebraska, signed and verified, which shall contain at least:

- 280 (a) A statement of the unpaid amount of costs and expenses;  
281  
282 (b) A description sufficient for identification of the Outlot which is the  
283 subject of the lien; and  
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285 (c) The name of the Outlot Owner or reputed owner of the Outlot.  
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288 Such lien, when so established against the Outlot, shall be prior and superior to any  
289 right, title, interest, lien or claim which may be or has been acquired or attached to the  
290 Outlot after the time of filing of such lien, provided, however, such lien shall be subordinate  
291 to any first mortgage or deed of trust now or hereafter covering any portion of the Outlot  
292 and/or any improvements thereon, and any purchaser at any foreclosure or trustee's sale  
293 (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such  
294 mortgage or deed of trust shall take title free and clear of any such lien, but otherwise  
295 subject to the provisions of this Agreement. Such lien shall be for the use and benefit of  
296 Kmart and Shopping Center Owner and may be enforced and foreclosed in a suit or action  
297 brought in any court of competent jurisdiction.

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## ARTICLE VI

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### FUTURE EXPANSION

303 6.01 Subdivision or Platting of Shopping Center. The Outlot Owner shall  
304 cooperate with Kmart and Shopping Center Owner and any governing authority in  
305 connection with future subdivision, platting or re-platting of the Shopping Center in  
306 accordance with applicable law. The costs of such subdivision, platting or re-platting shall  
307 be at Kmart's expense and such subdivision, platting or re-platting will not change the legal

308 description of the Outlot.

309

310 6.02 Reciprocal Easement and Operation Agreement. The Outlot Owner hereby  
311 acknowledges that a Reciprocal Easement and Operation Agreement ("REOA") may be  
312 placed upon the Shopping Center in the future. Provided that Kmart and Shopping center  
313 Owner shall obtain the written consent of the Outlot Owner to the REOA, this Agreement  
314 shall be subordinate to the REOA. Outlot Owner agrees not to unreasonably withhold,  
315 condition or delay its consent thereto.

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## ARTICLE VII

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### REMEDIES

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321 7.01 Default of the Outlot Owner. (a) If the Outlot Owner shall, during the term  
322 of this Agreement, default in the full and punctual performance of any obligation of this  
323 Agreement to be performed by the Outlot Owner, and if such default shall continue for  
324 thirty days (or such lesser time as shall be set forth expressly elsewhere in this Agreement  
325 or as may be reasonable in the case of emergency) after receipt of written notice from  
326 Kmart or Shopping Center Owner, then, in addition to all other remedies which Kmart or  
327 Shopping Center Owner may have at law or equity or under this Agreement, Kmart may,  
328 but shall not be obligated to, perform such obligation on behalf of the Outlot Owner. If the  
329 Outlot Owner shall not pay to Kmart or Shopping Center Owner all of the costs incurred by  
330 Kmart or Shopping Center Owner to perform such obligation within fifteen days of receipt  
331 of a statement therefor, Kmart or Shopping Center Owner shall have a lien on the Outlot  
332 in the amount of the statement, which amount shall bear interest at the rate of eighteen  
333 percent (18%) per year, or the highest rate permitted by law, whichever is lower, until paid.  
334 If a default, other than the payment of money, cannot be cured within the period required  
335 herein, then such default shall be deemed to be cured if the Outlot Owner shall commence  
336 curing the default within such period and shall continue thereafter with all due diligence and  
337 does so cure the default within a reasonable time. The lien, if any, shall be filed and  
338 enforced and have priority in accordance with Article V hereof.

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(b) In the event of a breach or attempted or threatened breach of  
341 any obligation of this Agreement by the Outlot Owner, in addition to any other remedy  
342 Kmart may have at law or equity or under this Agreement, Kmart and Shopping Center  
343 Owner shall be entitled forthwith to full and adequate relief by injunction and all such other  
344 available legal and equitable remedies from the consequences of such breach. All costs  
345 and expenses of any such suit or proceeding, including, but not limited to, attorneys' fees,  
346 court costs and the reasonable costs of investigation, shall be assessed against the  
347 defaulting Outlot Owner and shall constitute a lien against the Outlot and shall be filed and  
348 enforced in accordance with Article V hereof.

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7.02 No Waiver. No delay or omission of Kmart in the exercise of any right  
351 accruing upon any default of the Outlot Owner shall impair any such right or be construed



352 to be a waiver thereof, and every such right may be exercised at any time during the  
353 continuance of such default. A waiver by Kmart or Shopping Center Owner of a breach  
354 or a default of any of the terms and conditions of this Agreement by the Outlot Owner shall  
355 not be construed to be a waiver of any subsequent breach or default of the same or any  
356 other provision of this Agreement. Except as otherwise specifically provided in this  
357 Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be  
358 cumulative with all other remedies provided in this Agreement and at law or in equity.

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360 ARTICLE VIII

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362 MISCELLANEOUS

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364 8.01 Run with the Land. This Agreement and its restrictions, covenants,  
365 obligations, easements and agreements shall be appurtenant to and shall run with the land  
366 and shall apply to and bind the heirs, personal representatives, transferees, assigns and  
367 successors in interest of the parties hereto, provided, however, all of the obligations of  
368 Kmart under this Agreement shall be performed by Kmart Corporation or its designees only  
369 so long as Kmart is the owner or lessee of the building designated "Kmart" in Exhibit B (the  
370 "Kmart Building"); otherwise such obligations shall be performed by the owner of the Kmart  
371 Building and provided, further that all of the obligations of Outlot Owner under this  
372 Agreement shall be performed by Outlot Owner or its designees only so long as Outlot  
373 Owner is the owner or lessee of the Outlot in Exhibit B; otherwise such obligations shall be  
374 performed by the owner of the Outlot.

375

376 8.02 Joint Ownership. All references herein to the Outlot Owner in the singular  
377 will refer to the plural during any period in which the Outlot is owned by more than one  
378 person, corporation or entity. If the Outlot is owned by more than one person, corporation  
379 or entity, all of the rights of the Outlot Owner set forth herein shall be held jointly by all of  
380 the owners of the Outlot and all of the agreements, covenants, restrictions, obligations,  
381 warranties, representations and indemnities of Outlot Owner herein shall apply to and bind  
382 all of the owners of the Outlot jointly and severally. Any party benefitting from any of the  
383 agreements, covenants, restrictions, obligations, warranties, representations, indemnities,  
384 easements or other terms of this Agreement (including, without limitation, Kmart, be it an  
385 owner or a tenant of any portion of the Shopping Center) shall be entitled to enforce the  
386 obligations of the Outlot Owner hereunder against any of the owners of the Outlot  
387 individually without prior demand, claim or suit upon any other owner of the Outlot.

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389 8.03 Term of Agreement. Each agreement, covenant, restriction, obligation,  
390 warranty, representation, indemnity, easement or other term of this Agreement shall be for  
391 the term of seventy-five years from the date hereof and may be renewed each ten years  
392 thereafter by the written consent of all owners of the Outlot and the Kmart Parcel and  
393 Kmart (if it is the owner, tenant or subtenant of any portion of the Kmart Parcel) for

394 additional periods of ten years each.

395

396 8.04 Headings. The Section headings in this Agreement are for convenience only,  
397 shall in no way define or limit the scope or content of this Agreement and shall not be  
398 considered in any construction or interpretation of this Agreement or any part thereof.

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400 8.05 Severability. If any clause, sentence or other portion of this Agreement shall  
401 become illegal, null or void for any reason, or shall be held by any court of competent  
402 jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

403

404 8.06 Subsequent Conveyances. All conveyances of any portion of the Outlot  
405 subsequent to the date hereof shall recite that they are subject and subordinate to the  
406 terms and provisions hereof.

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408 8.07 Force Majeure. Time is of the essence hereof, provided, however, the Outlot  
409 Owner shall be excused for failure to commence and complete the construction work  
410 required to be performed hereunder if such failure is unavoidably caused by: Act of God  
411 or the elements; war, war defense conditions or the act of the public enemy; strikes or  
412 walkouts (but not lockouts initiated by Outlot Owner or its contractors, subcontractors or  
413 agents); the unavailability of labor and materials (if not due to the lack of funds to purchase  
414 such labor or materials); or other causes (other than financial) beyond the Outlot Owner's  
415 reasonable control. The Outlot Owner shall use reasonable diligence to avoid any such  
416 delay and to resume construction as promptly as possible after any such delay.

417

418 8.08 Governing Law. This Agreement shall be construed in accordance with the  
419 laws of the State of Nebraska.

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421 8.09 Notices. All notices, requests, demands and other communications  
422 hereunder shall be in writing and shall be deemed to have been duly given if mailed by  
423 registered or certified mail with postage prepaid addressed as follows:

424

425 (a) If to Kmart, to: Kmart Corporation  
426 1184 N. Citrus  
427 Covina, CA 91722  
428 ATTN: Real Estate Department

429

430 with a copy to: Kmart Corporation  
431 Real Estate Department  
432 3100 West Big Beaver Road  
433 Troy, MI 48084  
434 ATTN: Vice President

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(b) If to Outlot Owner, to: Lincoln Video, Inc.  
c/o Magnum Development Corp.  
4535 Leavenworth St., Ste. 12  
Omaha, NE 68106  
ATTN: Joseph H. Kutilek

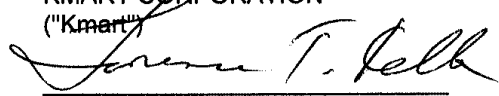
(c) Of to Shopping Center  
Owner, to: Sofran Group  
808 3<sup>rd</sup> Street, Suite C  
Neptune Beach, FL 32266-6610  
ATTN: Robert Rouleau

or to such other person or address as shall be furnished by fifteen days' prior written notice by either party to the other. Notice given to the last known owner of the Outlot at the address given in any such notice shall be binding on any successor owner as though given to it.

8.10 Counterparts. This Agreement may be executed in two or more counterparts, which, when assembled, shall constitute one and the same agreement.

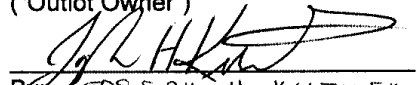
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

KMART CORPORATION  
("Kmart")



By: LORRENCE T. KELLAR  
Its: V.P. REAL ESTATE

LINCOLN VIDEO, INC.  
("Outlot Owner")



By: JOSEPH H. KUTILEK  
Its: PRESIDENT

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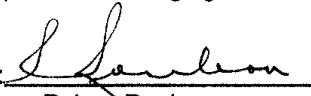
EUSTIS ASSOCIATES, a Delaware general partnership

By: Sofran Old Properties, a Delaware general partnership, general partner


By: Robert Rouleau Investments (U.S.) Ltd., a Delaware corporation, Managing Partner

By:   
Robert Rouleau, President

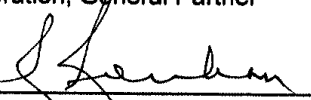
By: Norpet Properties, Inc., a Georgia corporation, Managing Partner

By:   
Robert Rouleau,  
Assistant Vice President

By: Norpet (Inverness) Inc., a Delaware corporation, General Partner

By:   
Robert Rouleau  
Assistant Vice President

By: Rolyn (Inverness) Inc., a Delaware corporation, General Partner

By:   
Robert Rouleau, President

LIST OF EXHIBITS

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Exhibit A-1 - Legal Description of Outlot

Exhibit A-2 - Legal Description of Shopping Center

Exhibit B - Site Plan

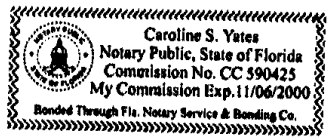


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STATE OF FLORIDA     )  
                                  )  
COUNTY OF DUVAL    )     ss.

The foregoing instrument was acknowledged before me on January <sup>9th</sup> 1998, by Robert Rouleau as President of Robert Rouleau Investments (U.S.) Ltd., a Delaware corporation, and Norpet Properties, Inc., a Georgia corporation, Managing Partners of Sofran Old Properties, a Delaware General Partnership, General Partner of Eustis Associates, a Delaware General Partnership and as Assistant Vice President of Norpet (Inverness) Inc., a Delaware corporation and as President of Rolyn (Inverness) Inc., a Delaware corporation, General Partner of Eustis Associates, a Delaware General Partnership, all on behalf of Eustis Associates, a Delaware General Partnership.

*Caroline S. Yates*  
\_\_\_\_\_  
Notary

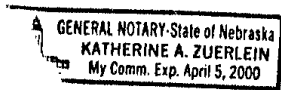


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STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF LANCASTER )

On January 7, 1998, before me, Katherine A. Zuerlein, a Notary Public of said State, duly commissioned and sworn, personally appeared JOSEPH H. KUTILEK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of LINCOLN VIDEO, INC., a NEBRASKA corporation/limited partnership, and acknowledged to me that said corporation/limited partnership executed the within instrument with the consent of all of its partners, general and limited/pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.



Katherine A. Zuerlein  
Notary Public, \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

When recorded return to:  
Kmart Corporation  
700 South Orange  
West Covina, CA 91790  
Attn: Ms. V. E. Love  
Real Estate Department



**LEGAL DESCRIPTION**  
(HOLLYWOOD VIDEO PARCEL)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 1, CORNHUSKER CROSSING, LOCATED IN THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 185.68 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 63.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 1. THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 37.86 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 187.00 FEET TO A POINT. THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A POINT. THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 208.09 FEET TO A POINT. THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 192.00 FEET TO A POINT. THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 228.59 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1.00 ACRES, OR 43,787.71 SQUARE FEET MORE OR LESS, now known as Lot 2, Cornhusker Crossing 1st Addition, Lincoln, Lancaster County, Nebraska.

SEPTEMBER 24, 1997  
G-970335 MIKEAHOLWOOD L01



**LEGAL DESCRIPTION  
(K-MART PARCEL)**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 1, CORNHUSKER CROSSING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 115.45 FEET TO A POINT, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 63.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, SAID LINE BEING 63.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 624.32 FEET TO A POINT OF DEFLECTION, THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 35.36 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 12.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 2, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 180.00 FEET TO THE SOUTHEAST LINE OF LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 246.75 FEET TO THE NORTHEAST CORNER OF LOT 2, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 217.00 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, SAID LINE BEING 63.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 119.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1240.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 5679.58 FEET, ARC LENGTH OF 778.70 FEET, DELTA ANGLE OF 07 DEGREES 51 MINUTES 20 SECONDS, A CHORD BEARING OF SOUTH 18 DEGREES 06 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, AND A CHORD LENGTH OF 778.09 FEET TO A POINT, THENCE SOUTH 22 DEGREES 02 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 109.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST ALONG THE SOUTH

LINE OF SAID LOT 1, A DISTANCE OF 265.24 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 01 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 37.50 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 88 DEGREES 50 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 402.24 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 28 DEGREES 59 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 283.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING 60.45 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 49 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 128.26 FEET TO A POINT OF DEFLECTION, SAID POINT BEING 60.67 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7. THENCE NORTH 88 DEGREES 40 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 260.32 FEET TO A POINT OF DEFLECTION, SAID POINT BEING 72.46 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7. THENCE NORTH 44 DEGREES 23 MINUTES 57 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 1, A DISTANCE OF 56.95 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 22.95 ACRES, OR 999,684.12 SQUARE FEET MORE OR LESS.

EXCEPT:

THAT PORTION OF THE REMAINING PORTION OF LOT 1, CORNHUSKER CROSSING, LOCATED IN THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 185.68 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 63.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 1, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 37.86 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 187.00 FEET TO A POINT, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A POINT, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 208.09 FEET TO A POINT, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 192.00 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 228.59 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1.00 ACRES, OR 43,787.71 SQUARE FEET MORE OR LESS. now known as Lot 2, Cornhusker Crossing 1st Addition, Lincoln,

JANUARY 6, 1998

G:1970353MIKEAKMART.L01

THE ABOVE ENTIRE PARCEL NOW KNOWN AS LOT 1, CORNHUSKER CROSSING 1ST ADDITION,

LINCOLN, LANCASTER COUNTY, NEBRASKA.

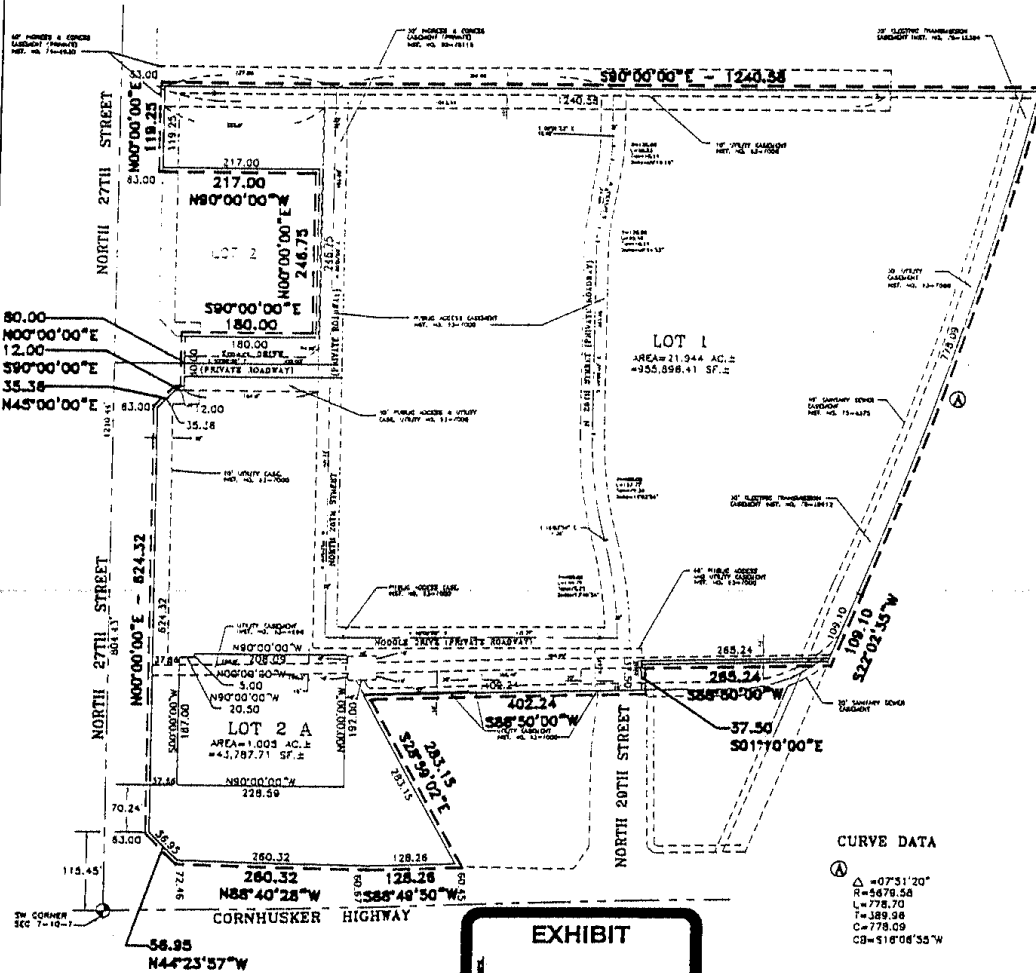
# CORNHUSKER CROSSING 1ST ADDITION

ADMINISTRATIVE FINAL PLAT

PLANNING DIRECTOR'S APPROVAL

THE PLANNING DIRECTOR, PURSUANT TO SECTION 26.11.015 OF THE L.M.C., HEREBY APPROVES THIS ADMINISTRATIVE FINAL PLAT.

PLANNING DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_



**EXHIBIT**  
"B"