

90-18401

To Charles
Road No. 1

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of July, 1986, by and between NEBCO, Inc., a Nebraska corporation, hereinafter called NEBCO, and Omaha Industrial Foundation, a Nebraska non-profit corporation, hereinafter called Foundation,

WITNESSETH:

Whereas, NEBCO and Foundation own abutting tracts of real estate on the east side of Highway 50 near Chalco in Sarpy County, Nebraska; and

Whereas, NEBCO desires to develop its property and to construct a road affording access to all of its property, and is desirous of securing an easement from Foundation for roadway purposes; and

Whereas, Foundation is desirous of securing an easement from NEBCO to facilitate future development of its property; and

The parties, in consideration of their mutual benefit, are willing to grant easements to each other upon certain conditions, Now, therefore, it is agreed as follows:

1. Foundation will grant to NEBCO a permanent easement to construct a 24-foot concrete paved roadway, and to construct a concrete box culvert under said roadway, as shown on the plan attached hereto and marked Exhibit "A". The easement will be located on the south 60 feet of the east 705.50 feet of the west 900 feet of the South Half of the Northwest Quarter (S1/2NW1/4) of Section 13, Township 14 North, Range 11 East, Sarpy County,

12-19-90 at 11:38 A
90-18401

Dr. J. J. Dand...

REGISTER OF DEEDS SARPY COUNTY NE

18401

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SARPY COUNTY NE	

3550

90-18401A

Nebraska. The roadway will be centered on the south line of said S $\frac{1}{4}$ of the NW $\frac{1}{4}$.

2. NEBCO will construct said roadway and culvert at its own expense.

3. Foundation shall have the right to connect to said roadway at the point where it curves to the south and leaves the easement area, and to construct an extension of the same upon Foundation's property. Prior to beginning construction of such an extension, Foundation shall pay to NEBCO a sum equal to one-half of the construction cost of said roadway and culvert. A statement of the cost of said construction shall be given to Foundation upon completion of construction by NEBCO.

4. NEBCO hereby agrees to and does grant Foundation a permanent easement for roadway purposes, 60 feet wide and 550 feet long, in the Northeast corner of the Southwest Quarter of Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska, as described on Exhibit "B", in order to afford Foundation access to property owned by Foundation in the Southeast Quarter of said Section 13, Township 14 North, Range 11 East.

5. Should Foundation build said roadway, NEBCO shall have the right to one connection to said roadway for each 300 linear feet of roadway at a point or points of NEBCO's choosing, and to use the entire roadway. Prior to making such connection, NEBCO shall pay to Foundation a sum equal to one-half of the prorated construction cost of said roadway, from the point of its most easterly connection westward to the beginning of that portion of the road constructed by Foundation. A statement of the cost of

90-18401B

said construction shall be given to NEBCO by Foundation upon completion of construction by Foundation.

6. The parties agree to execute all necessary documents in order to effectuate the granting of easements contemplated herein.

7. The conditions of this Agreement shall survive the granting of the easements contemplated herein, and shall not merge therein.

8. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. This Agreement is executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by a duly authorized officer the day and year first



Secretary

NEBCO, INC.

By James P. Abel
James P. Abel, President

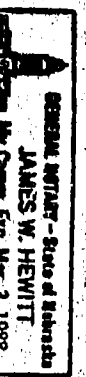
OMAHA INDUSTRIAL FOUNDATION

By Dale Te Kolste
Dale Te Kolste, President

State of Nebraska)
County of Lancaster) ss.

On this 10 day of July, 1986, before me, a Notary Public, personally came JAMES P. ABEL, President of NEBCO, Inc., and acknowledged his execution of the above Agreement to be the voluntary act and deed of the said NEBCO, Inc.

Witness my hand and seal the day and year last above written.



James W. Hewitt
Notary Public

90-18401C

State of Nebraska)
) ss.
County of Douglas)

On this 14th day of April, 1986, before me, a Notary Public, personally came DAIR F. KOISTE, President of Omaha Industrial Foundation, and acknowledged his execution of the above Agreement to be the voluntary act and deed of the said Omaha Industrial Foundation.

Witness my hand and seal the day and year last above written.

Diane M. Mick
Notary Public



60' x 900' location of
easement from Foundation

00-18401 D

SW 1/4 SEC 13 T14N R11E

13

60' x 550' location of
easement from Nebco

Box Culvert

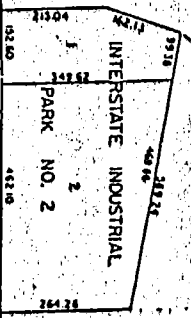
Roadway

BURLINGTON
NORTHERN

R.R.



SW 1/4 SEC 13 T14N R11E



90-18401 E

EASEMENT

NEBCO, Inc., Grantor, hereby grants an easement to Omaha Industrial Foundation, Grantee, in the below-described land for purposes described below and pursuant to an agreement between Grantor and Grantee dated _____, 1986.

The use of a strip of ground 60 feet wide and 550 feet long, in the Northeast corner of the Southwest Quarter of Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska, as shown on Exhibit "A", attached hereto and made a part hereof by this reference, to be used as a joint driveway between the property of the Grantor and the property of the Grantee, located in the Southeast Quarter of said Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of NEBCO, Inc., owner of the land described above, its successors and assigns, and to the benefit and use of Omaha Industrial Foundation, the Grantee herein, its successors and assigns.

The Grantee shall have the right to enter upon the above-described easement area and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or street, together with such bridges, culverts, ramps, and cuts as may be necessary on, over and across the area embraced within the above-described easement.

In Witness Whereof, NEBCO, Inc. has caused this easement to be executed by a duly authorized officer this _____ day of _____

EXHIBIT "A"

9D-18401F

_____, 1986.

NEBCO, Inc.

By _____
President

State of Nebraska)
) ss.
County of Lancaster)

On this _____ day of _____, 1986, before me, a Notary Public, personally came James P. Abel, President of NEBCO, Inc., and acknowledged his execution of the above easement to be the voluntarily act and deed of NEBCO, Inc.

Witness my hand and seal the day and year last above written.

Notary Public

94-25269

**LESSOR'S CONSENT, NON-DISTURBANCE, AND
ESTOPPEL AGREEMENT**

This Agreement is made by NEBCO, INC., a Nebraska corporation which has its principal place of business at 1815 Y Street, Lincoln, Nebraska 68508 ("Lessor") to and in favor of BANQUE PARIBAS, as agent ("Banque Paribas").

Recitals

A. Lessor is the owner of the real estate and improvements located at 14301 Chandler Road in Omaha, Nebraska, legally described on Exhibit "A" attached hereto and incorporated by reference (the "Premises").

B. The Premises are occupied by Cable Services Group, Inc. ("CSG"), as Lessee, under the terms of the Lease between Nebco, Inc. (as Lessor) and First Data Resources Inc. (as Lessee) dated as of April 16, 1990, the letter from First Data Resources Inc. dated December 6, 1993, assigning all lease rights to CSG, and the Lease Amendment between Nebco, Inc. (as Lessor) and CSG (as successor Lessee) dated July 13, 1994, which is in substitution of and supersedes the Lease Amendment between said parties dated March 21, 1994 (collectively, the "Lease").

C. Banque Paribas and certain other financial institutions (the "Lenders") intend to make one or more loans to CSG pursuant to the terms of a Loan Agreement between CSG, and Banque Paribas in its capacity as agent on behalf of the Lenders, and the Lenders, to be entered into on or around November 30, 1994, as the same may be amended, modified, and restated from time to time (the "Agreement").

D. To secure the obligations of CSG under the Loan Agreement (the "Obligations"), CSG has entered or will enter into a Leasehold Deed of Trust, Assignment of Leases and Rents, and Fixture Filing in which CSG is the Trustor, Commonwealth Land Title Company is the Trustee, and Banque Paribas, as Agent, is the Beneficiary, under the terms of which CSG warrants, conveys, transfers, grants, and assigns to the Agent, in trust with power of sale, all of the right, title, and interest of CSG in and to the Premises under the Lease (the "Deed of Trust").

E. As a condition precedent to disbursement of loan proceeds under the Loan Agreement, the Lenders have required the execution and delivery of this Agreement by Lessor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby represents and agrees to the following.

94-25264 M

1. The foregoing Recitals A through E are incorporated by reference as if fully restated in this paragraph 1.

2. Lessor represents and warrants: that there are no other Lease documents relating to the Premises except as described in Recital B above; that there have been no written or verbal amendments or modifications to the Lease except as disclosed in Recital B above, that there are no other documents or written or oral agreements, consents, waivers, or understandings affecting the lease of the Premises except as identified in Recital B above; and that no person or entity (other than CSG) has or claims to have any present or future right or interest to lease or otherwise occupy the Premises.

3. Lessor consents to the execution and delivery of the Deed of Trust by CSG and the recording thereof in the office of the Register of Deeds of Sarpy County, Nebraska, and Lessor agrees that CSG may rely on this consent without the necessity of obtaining a separate consent from Lessor.

4. Lessor represents and warrants that the Lease is in full force and effect and that, to Lessor's knowledge, CSG is not in default under the Lease.

5. Lessor agrees that a copy of any notices of default from Lessor to CSG under the Lease shall be given simultaneously to Banque Paribas as the Agent, addressed as follows:

Banque Paribas
101 California Street, Suite 3150
San Francisco, CA 94111
Attn: Lee S. Buckner, Group Vice President
Telephone: (415) 398-6811
Facsimile: (415) 398-4240

Banque Paribas shall have the right, for a period which shall be the longer of ten (10) days after receipt of written notice of the default or the period of time Lessee has to cure such default, to cure any such default, without assuming or incurring any further liability or obligation under the Lease.

6. So long as CSG or any successor lessee is not in default under the Lease (beyond any period given to CSG under the Lease and the Agent under this Agreement to cure such default), the possession of the Premises by CSG or any successor lessee and all of its rights under the Lease shall not be diminished or interfered with by Lessor, and the occupancy of the Premises by CSG or any successor lessee shall not be disturbed by Lessor during the term of the Lease or any extensions or renewals thereof.

7. Lessor hereby consents and agrees that it will recognize as tenant under the Lease any party who acquires the interest of

911-22769

tenant through foreclosure proceedings conducted in accordance with the Deed of Trust and applicable law.

8. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not affect or impair the legality, validity, or enforceability of all other provisions of this Agreement.

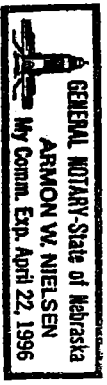
Dated as of this 29th day of November, 1994.

NEBCO, INC.

By: J. Ross McCown
Its: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of November, 1994, by J. Ross McCown, the Vice President of Nebco, Inc., a Nebraska corporation, on behalf of the corporation.



Armon W. Nielsen
Notary Public

My commission expires: 4/22/96

94-26269

REGISTERED
94-26269

EXHIBIT A

LEASEHOLD

94 DEC -1 PM 2:10

THE LEASEHOLD IS AS FOLLOWS:

Casey M. Stewart
REGISTERED DEEDS

All right, title, and interest of Trustor, as successor in interest/assignee of First Data Resources Inc. in and to the premises located at 14301 Chandler Road, Omaha, Nebraska, legally described as :

Lots 1 through 12, in CHALCO VALLEY BUSINESS PARK, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska

and
That part of Tax Lot 7, lying North of the center line of the South Papillion Creek and South of the railroad, EXCEPT those portions taken for highway right of way, also referred to as Tax Lot 7A

SW 1/4 13-14-11

arising under the Lease between Nebco, Inc. (as Lessor) and First Data Resources Inc. (as Lessee) dated as of April 16, 1990, the letter from First Data Resources Inc. dated December 6, 1993, assigning all lease rights to CSG, and the Lease Amendment between Nebco, Inc. (as Lessor) and CSG (as successor Lessee) dated July 13, 1994, which is in substitution of and supersedes the Lease Amendment between said parties dated March 21, 1994, and any and all other agreements, addenda, modifications, and other writings to, from, or between Nebco, Inc. and First Data Resources Inc. and/or CSG.

Proof	_____	_____
D.E.	_____	_____
Verify	_____	_____
Filmed	_____	_____
Checked	_____	_____
Fee \$	26.50	_____