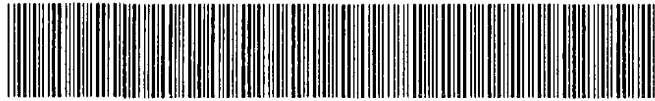


MISC 2010072434



AUG 16 2010 09:03 P 10

*misc*

FEE	<u>51.50</u>	FB	<u>43-03449</u>
BKP		C/O	<u>COMP</u>
DEL		SCAN	<u>FV</u>

*10/3*

*m*

*R*

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/16/2010 09:03:08.25



2010072434

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 9TH day of JULY, 2010, by and among GRAND 72, LLC, a Nebraska limited liability company ("Grand"); HANCOCK FABRICS, INC., a Delaware corporation ("Hancock"); and GOODWILL INDUSTRIES, INC., a Nebraska non-profit corporation ("Goodwill").

FACTUAL CONTEXT

A. Grand is the owner of the real property situate in the City of Omaha, County of Douglas, State of Nebraska, described in Exhibit A and Exhibit B, attached hereto and incorporated herein, and herein referred to as the ("Grand Property").

B. Hancock is the tenant under a Lease dated August 24, 2006, a recording indenture of which was recorded in the Official Records of Douglas County, Nebraska (the "Records"), on November 13, 2006, as Document No. 2006129719, which Lease has been amended by an Amendment No. 1 to Lease dated JULY 9, 2010, a recording memorandum of which has been, or will be, recorded in the Records. Such Lease, as amended, is herein referred to as the "Lease." Grand is the successor landlord under the Lease.

*fm*

Initial  
*[Signature]*

*dlz*

C. Grand is the former owner of the real property situate in the City of Omaha, County of Douglas, State of Nebraska, described in Exhibit C, attached hereto and incorporated herein. Grand conveyed such real property to Goodwill, the current owner thereof, and such real property is hereinafter referred to as the "Goodwill Property."

D. Grand, Hancock and Goodwill hereby desire to covenant and agree regarding certain aspects of the development, use and

*Hancock Fabrics Inc  
One Fashion Way  
Bablwyn, MS 38824*

Hancock Fabrics No. 1648  
Omaha, NE  
6/21/10

*dlz*  
*fm*

*331529*

occupancy of the Grand Property and the Goodwill Property for the betterment thereof.

NOW, THEREFORE, in consideration of the foregoing, the agreement of Grand, Hancock and Goodwill to the covenants, terms and provisions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grand, Hancock and Goodwill agree as follows:

1. This Agreement shall be effective as of the date hereof and shall remain in full force and effect until the expiration or prior termination of the Lease, as the term thereof may be extended from time to time.

2. Attached hereto as Exhibit D and incorporated herein is a plot plan which depicts the shopping center of which the real property described in Exhibits A, B and C hereto is part.

3. (a) The parties hereto acknowledge that the developed Building Area on Lot 3 as shown on Exhibit D hereto (Lot 3 being the Goodwill Property) contains approximately seventy thousand (70,000) square feet of floor area and that the "Future Building Area" on Lot 3 as shown on Exhibit D hereto permits an additional approximately thirty thousand (30,000) square feet of floor area of building.

(b) Goodwill covenants and agrees that (i) except as provided in Section 3(c) of this Agreement, the Lot 3 "Future Building Area" shown on Exhibit D hereto shall not be developed with any building or building-like improvement, (ii) before any use is made of the building on Lot 3 as shown on Exhibit D hereto, Goodwill shall cause so much of the Lot 3 "Future Building Area" as shown on Exhibit D hereto as is reasonably required to be paved and striped as parking area containing at least fifty-two (52) parking spaces and a drive lane and associated non-building improvements used in conjunction with the operation and use of the currently developed Building Area on Lot 3 and (iii) Goodwill shall preserve and maintain such parking area to be used in conjunction with the operation and use of the currently developed Building Area on Lot 3.

(c) Provided this Agreement is then still in effect, after July 31, 2017, if the "Future Parking Lot" on Lot 3 shown

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on Exhibit D hereto has been improved as parking area as shown on Exhibit D hereto and integrated into the balance of the parking area, the "Future Building Area" on Lot 3 may be improved with building improvements.

4. Goodwill covenants and agrees that at least twenty-five thousand (25,000) square feet of the floor area of the building on the Goodwill Property shall be used for the retail sales operations of Goodwill. So long as the provisions of this Agreement are performed in full by Goodwill, Hancock, for itself and its successors and assigns under the Lease, consents to Goodwill's use of the Goodwill Property for its retail store, offices and program services.

5. Goodwill covenants and agrees that the portion of the parking area outlined in red on Exhibit D hereto shall at no time be used for the parking of the vehicles of employees working in the building on the Goodwill Property.

6. Hancock covenants and agrees that employees of Hancock shall park in the portion of the parking area outlined in green on Exhibit D hereto.

7. The parties hereto agree that this Agreement embodies their entire agreement relating to the subject matter hereof and supersedes any and all prior discussions, communications and/or agreements relating thereto, and that this Agreement may be amended only by a written instrument executed and delivered by all the parties hereto.

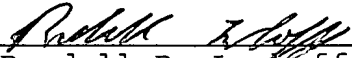
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors, transferees and assigns, and to the extent necessary to effect such binding nature shall be a covenant and equitable servitude running with the land.

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IN WITNESS WHEREOF, Grand, Hancock and Goodwill have executed this Agreement as of the day and year first hereinabove set forth.


GRAND 72, LLC, a Nebraska limited liability company

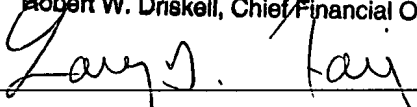
By: NORTHWOOD PROPERTIES, INC., a Nebraska corporation, its Manager

By:   
Randall R. Lennhoff,  
President

"Grand"

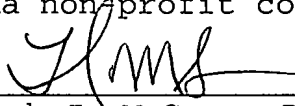
HANCOCK FABRICS, INC., a Delaware corporation

By:   
Robert W. Driskell, Chief Financial Officer

By:   
LARRY D. FAIR, VICE PRESIDENT

"Hancock"

GOODWILL INDUSTRIES, INC., a Nebraska nonprofit corporation

By:   
Frank J. McGree, President

(To be Notarially Acknowledged.)

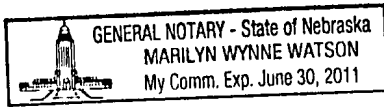
"Goodwill"

STATE OF NEBRASKA )  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2010 by Randall R. Lenhoff, President of Northwood Properties, Inc, Manager of Grand 72, LLC.

WITNESS my hand and official seal.

My commission expires: 6/30/11.



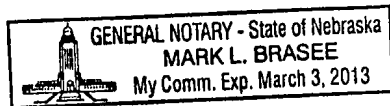
Marilyn Wynne Watson  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2010 by Frank J. McGree, President of Goodwill Industries, Inc.

WITNESS my hand and official seal.

My commission expires: March 3, 2013.

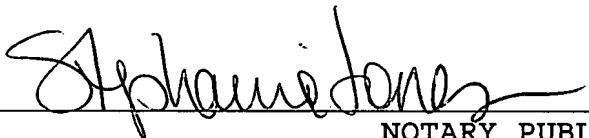


Mark J. Brasee  
Notary Public

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9<sup>th</sup> day of July, 2010, within my jurisdiction, the within named Robert W. Driskell and Larry D. Fair, who acknowledged that they are Chief Financial Officer and Vice President, respectively, of Hancock Fabrics, Inc., a Delaware Corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC



Lot 1 in BENSON PARK PLAZA REPLAT 3, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

FM  
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EXHIBIT A

Lot 2 in BENSON PARK PLAZA REPLAT 3, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

FM  
Initial  
[Signature]

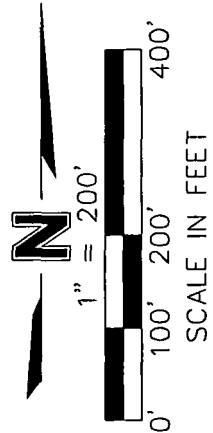
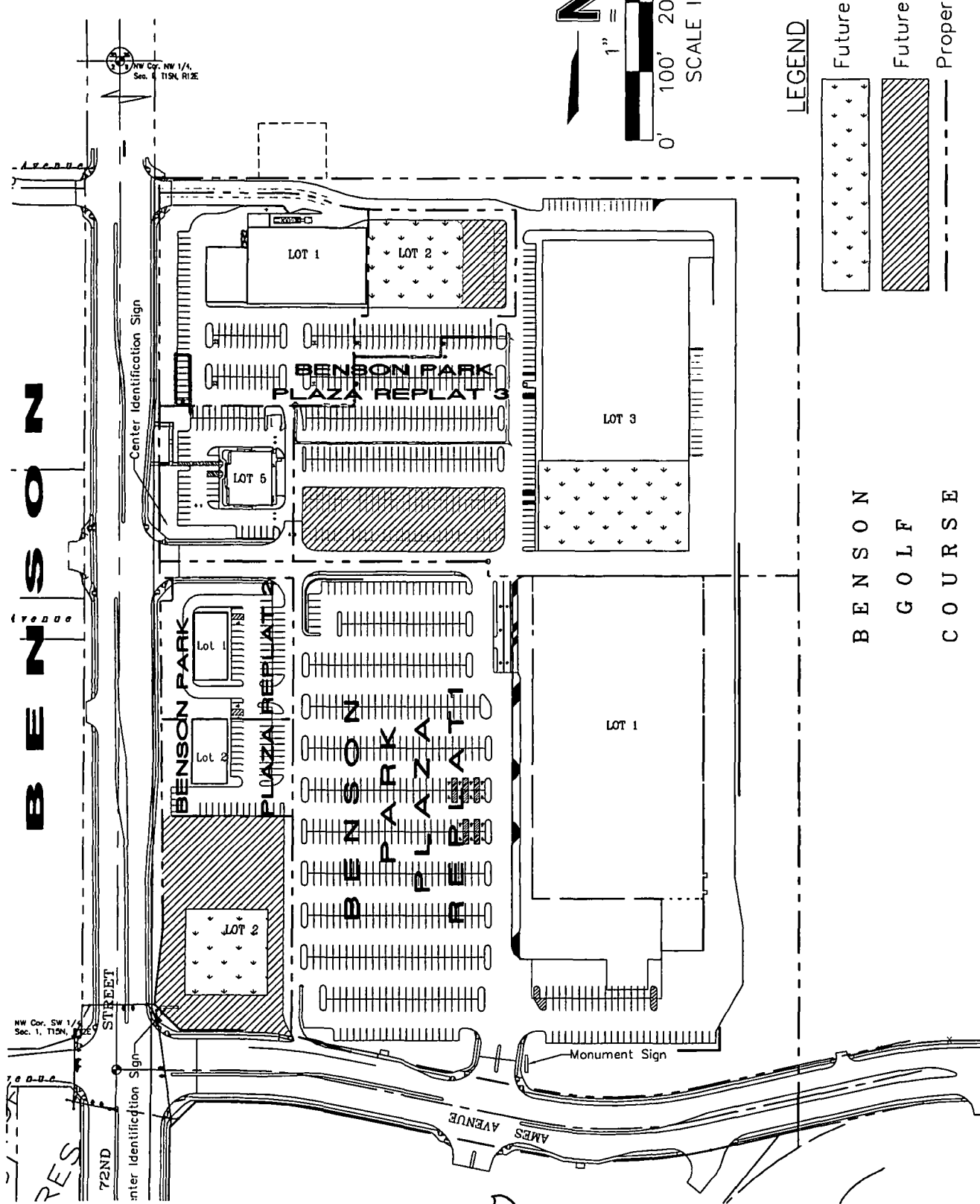
EXHIBIT B



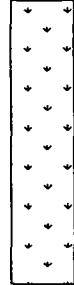


Lot 3 in BENSON PARK PLAZA REPLAT 3, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

FM  
Initial  
[Signature]

# B E N S O N



### LEGEND

-  Future Building Area
-  Future Parking Lot
-  Property Line

B E N S O N  
G O L F  
C O U R S E

PROJECT NO: 2006-0704	EXHIBIT
DRAWN BY: LRW	2111 South 67th Street Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895
DATE: 04/06/10	<b>MOLSSON</b> ASSOCIATES

EXHIBIT D  
PAGE 1 OF 1

Initial 