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SHARED COST AGREEMENT

This Shared Cost Agreement (the "Agreement") is made this 18th day of July, 2006, entered into by and between Quantum Properties II, L.L.C., a Nebraska limited liability company, having a mailing address of 1925 North 120th Street, Omaha, Nebraska 68154, (hereinafter referred to as "**Quantum**"), and **168th AND DODGE, L.P.**, a Nebraska limited partnership, having a mailing address of c/o RED Development of West Dodge, LLC, 4717 Central, Kansas City, MO 64112, (hereinafter referred to as "**168th and Dodge**").

RECITALS

WHEREAS, Quantum is the owner of certain real property (the "**Quantum's Property**") legally described on **Exhibit A**, attached hereto and made a part hereof by reference;

WHEREAS, 168th and Dodge is the owner of certain real property located west of the Quantum's Property and commonly known as Village Pointe Shopping Center (the "**Shopping Center Property**") legally described on **Exhibit B**, attached hereto and made a part hereof by reference;

WHEREAS, storm water from the Shopping Center Property is drained through storm water sewers located on the Shopping Center Property and into storm water sewers located on the Quantum Property which drain into a water retention basin described as O.L. "A" on **Exhibit C**, attached hereto and made a part hereof by this reference (the "**Basin**").

WHEREAS, Quantum has granted to the City of Omaha a permanent storm water sewer easement for the storm water sewers and permanent detention basin easement for the Basin; and

WHEREAS, the terms of the Subdivision Agreement entered into between the City and Quantum requires Quantum to operate, maintain, and repair the Basin.

WHEREAS, 168th and Dodge and Quantum desire to share the cost of maintaining, operating and repairing the Basin;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the parties as hereinafter set out and expressed, the parties agree as follows:

1. Maintenance. Quantum shall be solely responsible for maintaining, operating, and repairing the Basin, including, but not limited to, silt removal, dredging and other necessary maintenance, landscaping and any improvements erected surrounding the Basin, and promptly applying for and receiving all necessary permits and licenses as required by law for such use as is contemplated by this Agreement. Quantum shall pay one-third (1/3) of the total cost of maintenance, repair, and operation of the Basin ("**Quantum's Share**"). 168th and Dodge shall pay the remaining two-thirds (2/3) of the total cost of such maintenance, repair, and operation of the Basin ("**168th and Dodge's Share**"). Quantum shall bill 168th and Dodge for 168th and Dodge's Share upon completion of same, on an occurrence basis. 168th and Dodge shall remit payment to Quantum as directed within thirty (30) days following receipt of such invoice. The parties hereto agree that 168th and Dodge shall not share in the costs of the initial construction

of the Basin.

2. Liens. Neither 168th and Dodge nor Quantum shall suffer any mechanics' or materialmen's lien to be filed against the Quantum Property or the Shopping Center's Property or any part thereof by reason of work, labor, services, or materials performed or furnished in maintaining, operating and repairing the Basin. Should any mechanic's or materialmen's lien be filed against the Shopping Center Property for work or materials claimed to have been performed or furnished in connection with maintenance, operation or repair of the Basin, then 168th and Dodge, its successors and assigns at its option may remove said lien by payment, bond in an amount equal to one and one-half (1½) times the amount claimed, order of a court of *competent jurisdiction, or otherwise*. One third (1/3) of any amount so paid by 168th and Dodge, its successors or assigns, shall be payable by Quantum immediately upon written demand by 168th and Dodge, its successors or assigns.

3. Indemnity, Insurance. Quantum agrees to indemnify and hold 168th and Dodge, its successors or assigns, and their employees harmless from all, claims, (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Quantum or Quantum's agents, employees, assignees, contractors or customers, or arising from any injury to or death of any person or persons or damage to or destruction of property occurring in or about the Basin, and Quantum assumes responsibility for the maintenance, operation and repair of the Basin and agrees to give 168th and Dodge written notice in the event of any damage, defect or disrepair therein. Quantum shall be responsible for the safety and personal well being of Quantum's employees within the Basin. Quantum shall take out and maintain, at its own cost and expense, commercial general liability insurance coverage in a minimum amount of \$1,000,000.00 combined single limit, which commercial general liability policy shall include (i) coverage for bodily injury and death. Such policy shall name 168th and Dodge (and any of its affiliates, subsidiaries, successors and assigns designated by 168th and Dodge) and Quantum as the insureds. Evidence that the insurance requirements of this Agreement is being met shall be evidenced by Quantum, at least thirty (30) days prior to each anniversary of this Agreement, providing 168th and Dodge certificates of such insurance which shall provide that the insurer will not modify, terminate or revoke such coverage except with at least thirty (30) days prior notice to 168th and Dodge. The cost of such insurance shall be an expense subject to reimbursement under Paragraph 1, above.

4. Condemnation. If the whole of the Basin shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or be conveyed in lieu of any such taking, and if such partial taking or acquisition renders the Basin totally unsuitable for the detention of the Shopping Center Property storm water, then the term of this Agreement shall cease and terminate as of the date of the transfer of title and all expenses shall be paid up to that date. In the event of a partial taking, or conveyance of the Basin in lieu thereof, which is not extensive enough to render the Basin unsuitable for the detention of the Shopping Center Property storm water, Quantum to the extent possible shall promptly restore the Basin to a condition comparable to its condition immediately prior to such taking (less the portion lost in the taking), and *this Agreement shall continue in full force and effect*. The cost of such restoration shall be an expense subject to reimbursement under Paragraph 1 above. In the event of any condemnation, taking or conveyance in lieu thereof, as hereinbefore provided, whether whole or partial, 168th and Dodge shall not be entitled to any part of the award or price, as damages or otherwise, for such condemnation, taking or conveyance, as it relates to the real estate consisting of the Basin, and Quantum shall receive and be entitled to the full amount of such award. 168th and Dodge hereby expressly waives any right or claim to any part thereof and assigns to Quantum its interest therein.

5. Casualty. If at any time during the Agreement term, the Basin should be destroyed or damaged by flood or other casualty, Quantum shall repair and reconstruct the damaged portion of the Basin to substantially the condition which existed at the time of this Agreement. Any costs of restoring the Basin to substantially the condition which existed at the time of this Agreement not covered by insurance shall be divided between the parties in accordance with the provisions of Paragraph 1 above. This Agreement shall continue in full force and effect, and such repairs will be made within a reasonable time thereafter, subject to delays caused by governmental restrictions, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, fire, unavoidable casualty, inclement weather or any other cause beyond the control of Quantum.

6. Attorney Fees. If any action at law, or in equity, shall be brought to recover any funds due under this Agreement, or for, or on account, of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees and the costs of any such action, the amount of which shall be fixed by the court, and shall be made a part of any judgment or decree rendered.

7. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and shall be given by certified or registered mail, or may be delivered by courier delivery, overnight delivery by mail, or by facsimile or by all or any combination of the above. Any such notice shall be considered given on the earliest date of: such hand or courier delivery; the next business day after deposit with overnight courier for next business day delivery (if actually received); or upon transmission on a business day by facsimile, or five (5) business days following deposit in the United States mail in certified form, return receipt requested. Time periods in which to respond to such notice shall commence on the date of hand or courier delivery, one business day after deposit with an overnight courier (if actually delivered by such carrier), or on a business day by facsimile but confirmation must be received within five business days, or on the date received following deposit in the United States mail as provided above. Any notice from counsel for either party shall be deemed an official notice from such party. Such notice shall be given the parties hereto at the following addresses:

To Quantum: Quantum Properties II, L.L.C.
1925 North 120th Street
Omaha, Nebraska 68154

To 168th and Dodge: c/o RED Development
6263 N. Scottsdale Road
Suite 330
Scottsdale, AZ 85250
Phone: (480) 947-7772
Fax: (480) 947-7997

and to

c/o RED Development
Attn: Dan Lowe
4717 Central
Kansas City, MO 64112
Phone: (816) 777-2833

Fax: (816) 777-3501

With Copy To:

Richard B. Katz, Esq.
The Katz Law Firm, L.C.
435 Nichols Road
Second Floor
Kansas City, MO 64112
816-714-1000 (direct line)
816-714-1047 (fax)

Any party hereto may at any time, by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of any of the foregoing addresses to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

8. Miscellaneous. Any person or entity acquiring fee or leasehold title to Shopping Center's Property or the Quantum Property, or any portion thereof, or any expansion thereof, shall be bound by this Agreement.

9. Counterparts. This Agreement may be executed in counterparts, and when taken together shall represent one original document notwithstanding the fact that all parties are not signatories to the same original document.

10. 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.

11. Governing Law. These covenants and restrictions shall be governed by and construed by the laws of the State of Nebraska.

12. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby; and each provision of these covenants and restrictions shall be valid and enforceable to the fullest extent permitted by law.

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

QUANTUM:

Quantum Properties II, L.L.C., a Nebraska limited liability company

By: *Paul M. Brown*

Name: Paul M. Brown

Title: Manager

Date of Execution: July 18, 2006

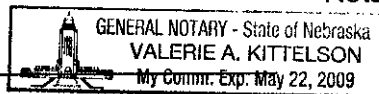
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

Now on this 18th day of July, 2006, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul M. Brown who is personally known to me to be the same person who executed the within instrument and who duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Valerie A. Kittelson
Notary Public

My Commission Expires:



168TH AND DODGE:

168th AND DODGE, L.P., a Nebraska limited partnership

By: RED DEVELOPMENT OF WEST DODGE, LLC, a Missouri limited liability company, its General Partner

By: RED Village Pointe, LLC, a Missouri limited liability company, Manager

By: E&R Holdings, LLC, an Arizona limited liability company, Manager

By: Michael L. Ebert
Michael L. Ebert, Manager

Date of Execution: 7/17/06

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On July 17, 2006, before me, Amy McLaughry, a Notary Public in and for said state, personally appeared Michael L. Ebert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

My commission expires: _____



EXHIBIT A

68-38825

68-38826

Lot 1, Town Center at Pacific Springs and Lots 1 through 5, inclusive and Outlot "A", Town Center at Pacific Springs Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT B

68-40328 The Shopping Center Property

Lot 2, 4, 5, 8, Outlot A, Outlot B, Village Pointe, an addition to the City of Omaha, in Douglas County, Nebraska; AND

68-40329

Lot 1, 2, and 3, Village Pointe Replat One, an addition to the City of Omaha, in Douglas County, Nebraska; AND

68-40344

Lot 3 and Outlot A, Village Pointe Replat Two, and addition to the City of Omaha, in Douglas County, Nebraska.

