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CROSS EASEMENT AGREEMENT

THIS AGREEMENT, made this 28th day of May, 1993, by and between LINCOLN "Q" COMPANY, a Nebraska general partnership, with an address c/o The Gottlieb Corporation, One Ward Parkway, Suite 236, Kansas City, Missouri 64112 ("Developer"), and N & K INVESTMENT CO., a Nebraska general partnership, with an address at 1125 South 103rd Street, Suite 780, Omaha, Nebraska 68124 ("Owner").

RECITALS:

(A) Developer is the owner of the "Developer Tract" shown on the attached Exhibit A and more particularly described as Lots 2 and 3 and Outlot "A", "Q" PLACE, a subdivision in the City of Lincoln, Lancaster County, Nebraska, according to the recorded plat thereof. Owner is the owner of the "Owner's Tract", shown on Exhibit A and more particularly described as Lot 1, "Q" PLACE, a subdivision in the City of Lincoln, Lancaster County, Nebraska, according to the recorded plat thereof. The Developer Tract and the Owner's Tract are hereinafter referred to as the "Entire Premises".

(B) The purpose of this Agreement is to set forth certain understandings of the parties hereto in respect to the development of improvements on the Entire Premises and the operation thereof.

NOW, THEREFORE, in consideration of mutual covenants and for other consideration, the receipt and legal sufficiency of which the parties hereto do hereby acknowledge, the parties hereto agree as follows:

1. Definitions. The term "Common Facilities" shall mean
 - (a) all access and other roads within the Entire Premises (including the portion of entrances on highway rights of way),
 - (b) all parking areas on the Entire Premises, and (c) all

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sidewalks, landscaped areas and walkways within the Entire Premises. The term "Common Utility Facilities" shall mean main utility facilities and trunk connections in or on the Entire Premises (and between the Entire Premises and the lines of the governmental body or public utility providing the utility service in question) to the building walls of any building located on the Entire Premises providing drainage, sewage, gas, water, light, power and other forms of energy.

2. Easement for Common Facilities. Each party (the "Grantor") hereby grants to the other party (the "Grantee") for its benefit, and for the benefit of its respective tenants, subtenants, concessionaires and licensees and for the respective officers, employees, agents, customers and invitees of each of such parties, for the benefit of each Grantee's Tract, the non-exclusive right, privilege and easement to use the Common Facilities on the Grantor's Tract for the respective purposes for which the Common Facilities are designed, in common with the Grantor and Grantor's tenants, subtenants, concessionaires and licensees and the respective officers, employees, agents, customers and invitees of such parties, without payment of any fee or other charge being made therefor, except the charge set forth in Section 4 below. Such rights shall constitute a servitude on the Grantor's Tract and shall be appurtenant to the Grantee's Tract, and shall run with the land in perpetuity.

3. Easement for Common Utility Facilities. Each party (the "Grantor") expressly grants to the other party (the

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"Grantee") for the benefit of such Grantee's Tract, the perpetual non-exclusive right and easement to install, utilize, maintain, repair and replace the Common Utility Facilities underground and within the Grantor's Tract at such place as the Grantor may reasonably designate, but in no event shall such Common Utility Facilities be located under any building on the Grantor's Tract. The Grantor shall have the right, upon sixty (60) days' prior written notice to Grantee at any time or from time to time, to move and relocate such Facilities underground to such place as Grantor shall designate; provided, however, that such relocation shall be made at the sole cost and expense of the Grantor and that such relocation or relocated Facility shall not interfere with or increase the cost of the Grantee's utility service or unreasonably interfere with the conduct or operation of its business. The rights provided in this paragraph shall constitute a servitude on each Grantor's Tract and shall be appurtenant to the Grantee's Tract and shall run with the land in perpetuity.

4. Common Facilities Charge.

(A) In consideration of Developer's maintenance of the Common Facilities located on the Entire Premises, Owner shall reimburse Developer for a proportionate share of the "Operating Cost" (hereinafter defined), which proportionate share (the "CAM Charge") shall be equal to the product obtained by multiplying the Operating Cost for each calendar year by a fraction, the numerator of which is the number of square feet of building area located on the Owner's Tract, and the denominator of which is the

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number of square feet of building area located on the Entire Premises. The CAM Charge shall be paid in monthly installments in advance, in amounts reasonably estimated by Developer. Within ninety (90) days after the end of each calendar year, Developer shall furnish Owner with a statement summarizing the actual Operating Cost for the preceding calendar year, and setting forth the calculation of Owner's CAM Charge. To the extent the aggregate of the monthly CAM Charges paid by Owner during such calendar year exceeds the amount which is payable by Owner during such calendar year, the difference shall be credited against the next succeeding monthly CAM Charge. If the aggregate of the monthly CAM Charge as paid by Owner during any calendar year is less than the actual amount due, Owner shall pay Developer the difference between the amount paid and the actual amount due within thirty (30) days of demand therefor by Developer. The CAM Charge shall be prorated for the 1993 calendar year.

(B) The term "Operating Cost" shall mean the total cost and expense incurred by Developer in operating, maintaining, protecting, insuring, equipping, inspecting, repairing and replacing the Common Facilities on the Entire Premises, including, without limitation, the cost or expense of or incurred in connection with or reasonably attributable to: lighting; real estate taxes and assessments allocable to the Common Facilities; insurance (it being agreed that each party shall name the other as an additional insured on its respective policy of liability insurance); gardening and landscaping; cleaning; striping;

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patching, paving and resurfacing; license fees; personal property taxes; water and other utility charges; removal of ice, snow, trash and other refuse; personnel to provide and supervise such services; plus an amount equal to fifteen percent (15%) of the total of the foregoing (excluding from the calculation of such 15% charge, real estate taxes) as an agreed upon reimbursement covering Developer's administrative costs.

5. Taxes; Mechanic's Liens.

(A) Each party agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes or assessments which are levied against its Tract.

(B) No party will permit any mechanic's, laborer's or materialmen's lien which attaches to any portion of the Entire Premises resulting from the acts of such party or its contractors, subcontractors, agents or employees, to be foreclosed, and in addition, such party shall, at its election, either (i) cause such lien to be discharged within forty-five (45) days after the filing thereof, or (ii) bond against the same and contest the validity thereof with due diligence, such bond to be posted within forty-five (45) days after the filing thereof.

6. Eminent Domain. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract, nor be construed to give the public or any government any rights

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in the Entire Premises. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Facilities, the entire award attributable to land and improvements of such portion of the Common Facilities shall be payable only to the owner in fee thereof and no claim thereon shall be made by the owner of any other portion of the Common Facilities; PROVIDED, HOWEVER, each other owner may file collateral claims with the condemning authority, over and above the value of the land within the Common Facilities so taken, to the extent of any damage suffered to their respective Tracts resulting from the severance of the appurtenant Common Facilities so taken.

7. License to Enter. Each party ("Licensor") hereby grants to the other party ("Licensee") and to Licensee's contractors, agents and employees, a temporary license to use such portions of the Licensor's Tract (other than areas occupied by buildings) as may be reasonably necessary to permit Licensee to effect the construction, reconstruction, repair, maintenance and replacement of the Licensee's facilities (or any replacements thereof) or any improvements which are the subject of any easements granted under this Agreement; PROVIDED, HOWEVER, Licensee shall (i) perform its work on the Licensor's Tract with due diligence, (ii) take all safety measures reasonably required to protect persons and property, (iii) perform such work on areas reasonably designated by Licensor so as to avoid, to the extent practical, interference with operations on Licensor's Tract, (iv)

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after the work is completed, restore Licensor's Tract to the condition existing prior to such work, (v) indemnify and hold harmless the Licensor of and from all claims for bodily injury or property damage which may be asserted against Licensor by reason of Licensee's exercise of rights under this Section, and (vi) notify Licensor at least 15 days prior to any work being performed, except in an emergency situation.

8. Maintenance of Common Facilities and Buildings.

(A) Developer shall maintain the Common Facilities on the Entire Premises in good condition and repair, and reasonably free of snow, ice and litter; PROVIDED, HOWEVER, Owner, at its sole expense, shall maintain the landscaping located on the Owner's Tract, such landscaping to be maintained in a sightly and attractive condition.

(B) Each party shall maintain, or cause to be maintained, the building improvements located on its Tract in a sightly and clean condition. In the event of casualty damage to any such buildings, the party upon whose Tract the damaged building is located shall either raze the damaged building (or affected portion thereof), or shall reconstruct the same, such razing or reconstruction to be commenced within a reasonable period of time after the occurrence of the damage.

9. Alterations: Use.

(A) The building improvements from time to time located on the Owner's Tract shall not exceed 1 story nor 24 feet in height, nor 16,200 square feet of building area.

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(B) The exterior elevations for the building improvements to be constructed on the Owner's Tract, and any subsequent exterior alterations of such improvements shall be subject in each case to the prior written approval of Developer.

(C) Developer shall have the right to alter the improvements from time to time existing on the Developer Tract, including the Common Facilities thereon, provided Developer maintains on the Developer Tract at least that number of automobile parking spaces required for the Entire Premises by applicable governmental code.

(D) Owner shall not, without Developer's consent, alter the use of the Owner's Tract from its use for the operation of a retail fabric store. Developer's consent under this Paragraph (D) shall not be unreasonably withheld, so long as the proposed use (i) would not increase the parking space requirements applicable to the Owner's Tract, and (ii) would not violate title restrictions affecting the Owner's Tract, nor otherwise require a modification of such title restrictions which would adversely affect the Developer Tract.

10. Unperformed Covenants.

(A) If any party (the "Defaulting Party") fails to perform any of the covenants on its part to be performed as set forth in this Agreement, any other party (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the same after giving 20 days' notice to the Defaulting Party (unless within such 20 day period the Defaulting Party

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shall commence the necessary action and thereafter continue the same with diligence), and (ii) in an emergency situation, perform the same without notice or delay. The Defaulting Party shall, on demand, reimburse the Curing Party for the cost thereof.

(B) Except for any negligent act or omission, the Curing Party shall not be liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to the Defaulting Party or anyone holding under the Defaulting Party for any action taken pursuant to this Section.

(C) No act or thing done or performed by a party pursuant to this Section shall be construed as a waiver of any default by the Defaulting Party or as a waiver of any covenant, term or condition herein contained or of the performance thereof.

(D) All amounts payable under any provision of this Section shall be payable upon demand, and if not paid within 30 days after demand, shall bear interest at an annual interest rate equal to 2% in excess of the prime rate from time to time published in The Wall Street Journal, but in the event the rate of interest payable by the party being charged is limited by the laws of the State in which the Entire Premises is located, the interest rate shall not exceed the highest rate of interest which may be legally charged to such party.

(E) In the event suit is brought to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover all of its costs and expenses

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incurred in connection therewith, including its reasonable attorneys' fees.

11. Duration. Unless otherwise canceled and terminated, this Agreement and all the easements, rights and obligations hereof shall be perpetual in duration.

12. Rights and Obligations of Lenders. The charges and burdens of this Agreement are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting the Entire Premises or any part thereof, or any improvement now or hereafter placed thereon. However, a breach of any of the easements, covenants or restrictions hereof shall not defeat or render invalid the lien or charge of any such mortgage or deed of trust. The superiority of this Agreement shall be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the charges and burdens affecting the Entire Premises by virtue of this Agreement.

13. Limitation of Liability. Anything contained in this Agreement to the contrary notwithstanding, each party agrees that it shall look solely to the estate of the other party in its Tract for the collection of any judgment (or other judicial process) requiring the payment of money in the event of any default or breach with respect to any of the terms and provisions of this Agreement, subject, however, to the prior rights of the

holder of any mortgage covering such Tract, and no other assets of the breaching party shall be subject to levy, execution or other judicial process for the satisfaction of the non-breaching party's claim, and the breaching party shall not be liable for any such default or breach except to the extent of its estate in its Tract.

14. Release from Liability. If during the existence of this Agreement, either party shall sell or transfer or otherwise terminate its interest as owner of its Tract, then from and after the effective date of such sale, transfer or termination of interest, the transferring party shall be released and discharged from any and all obligations, responsibilities and liabilities under this Agreement as to the part sold or transferred, except those which have already accrued as of such date.

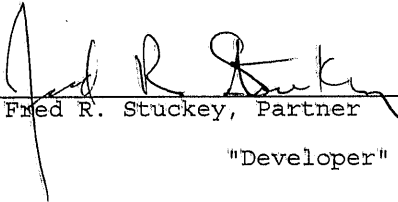
15. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes upon the Entire Premises running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, and/or assigns. The singular number includes the plural and masculine gender includes the feminine and neuter.

16. Headings. The headings herein contained 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 affect the terms and provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LINCOLN "Q" COMPANY

By: 
Fred R. Stuckey, Partner
"Developer"

N & K INVESTMENT CO.

By: Harlan J. Noddle, Partner

By: Joseph Kirshenbaum, Partner
"Owner"

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STATE OF Missouri)
COUNTY OF Jackson) ss:

On this 25th day of May, 1993, before me, a Notary Public in and for said County and State, personally appeared FRED R. STUCKEY, known to me to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a partner of LINCOLN "Q" COMPANY, a Nebraska general partnership, and that he executed the foregoing instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Dyanne G Carithers
Notary Public

My Commission Expires:

9-1-95
DYANNE G CARITHERS
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. SEPT 1, 1995

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1993, before me, a Notary Public in and for said County and State, personally appeared Harlan J. Noddle and Joseph Kirshenbaum, to me known to be the persons who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that they are partners of N & K INVESTMENT CO., a Nebraska general partnership, and that they executed the foregoing instrument on behalf of said partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Notary Public

My Commission Expires:


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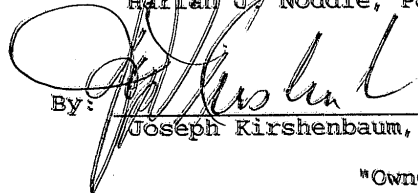
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LINCOLN "Q" COMPANY

By: _____
Fred R. Stuckey, Partner
"Developer"

N & K INVESTMENT CO.

By:  _____
Harlan J. Noddle, Partner

By:  _____
Joseph Kirshenbaum, Partner
"Owner"

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STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1993, before me, a Notary Public in and for said County and State, personally appeared FRED R. STUCKEY, known to me to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a partner of LINCOLN "Q" COMPANY, a Nebraska general partnership, and that he executed the foregoing instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Notary Public

My Commission Expires:

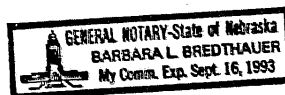
STATE OF Nebraska)
COUNTY OF Douglas) ss:

On this 27th day of May, 1993, before me, a Notary Public in and for said County and State, personally appeared Harlan J. Noddle and Joseph Kirshenbaum, to me known to be the persons who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that they are partners of N & K INVESTMENT CO., a Nebraska general partnership, and that they executed the foregoing instrument on behalf of said partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said partnership.

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

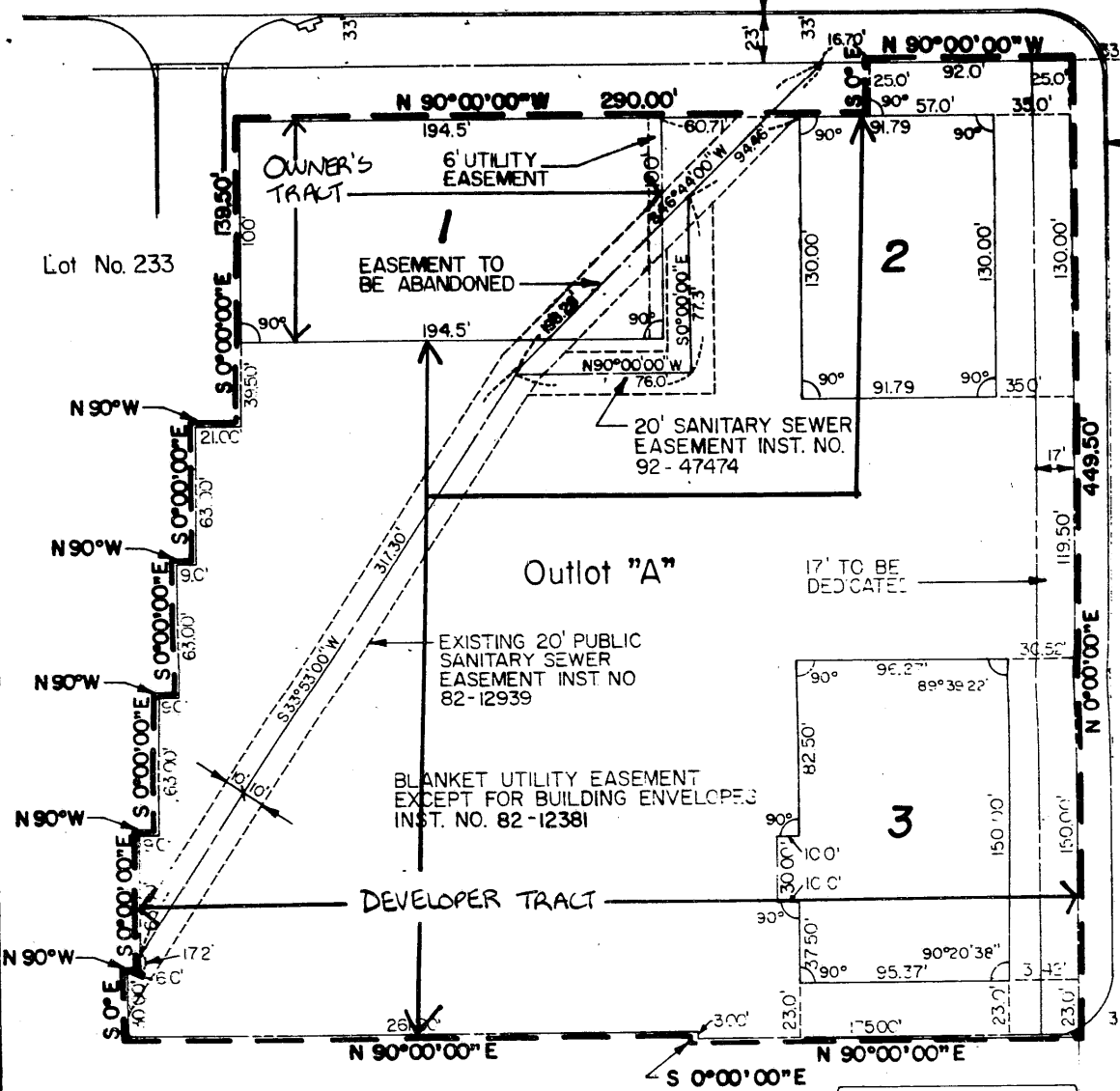
Barbara L. Bredthauer
Notary Public

My Commission Expires:
Sept. 16, 1993



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'Q' STREET



100
 PLACE
 CHECKED
 RA
 BY

Lot No. 233
 LANCASTER COUNTY, NEB
 Dan Falter
 REGISTERED SURVEYOR
EXHIBIT A

MAY 28 2 09 PM '93
INST. NO 93 21953

8200
 "O" STREET
 34238 - 39

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