

AGREEMENT CONCERNING GATEWAY SHOPPING CENTER,
LINCOLN, NEBRASKA

THIS AGREEMENT is made as of this 6th day of May, 1982, among SEARS ROEBUCK AND CO., a New York corporation (hereinafter called "Sears"), BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, a Nebraska corporation (hereinafter called "Bankers"), and LINCOLN "Q" COMPANY, a general partnership ("Buyer").

RECITALS

A. Pursuant to "Agreement Concerning Use of Land-- Gateway Shopping Center, Lincoln, Nebraska," dated June 29, 1971, between Sears and Bankers (the "Restrictive Agreement"), which Agreement was recorded in the Recorder's Office for Lancaster County, Nebraska on July 13, 1971, at pages 10258 through 10261, Bankers and Sears imposed certain restrictions on that real property described in the Exhibit A attached hereto and incorporated herein by this reference (the "Restricted Use Property").

B. Pursuant to "Lincoln, Nebraska Construction, Operation and Reciprocal Easement Agreement" dated June 29, 1971 between Sears and Bankers (the "REA"), which document was recorded in the Recorder's Office for Lancaster County, Nebraska on July 13, 1971 at page 10262, et seq., Bankers and Sears set forth their understandings with respect to the development and operation of a regional mall shopping center on certain property (the "Shopping Center") in Lincoln, Nebraska, a more particular description of which is set forth in the Exhibit B attached hereto and incorporated herein by this reference. The Restricted Use Property constitutes a portion of the Shopping Center.

C. Concurrently herewith, Buyer is purchasing from Sears a portion ("Buyer's Property") of the Restricted Use Property.

D. The parties desire to modify the restrictions placed upon Buyer's Property by the Restrictive Agreement and to set forth their understandings with respect to Buyer's rights and obligations under the REA.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RESTRICTED USES. Notwithstanding the provisions of Section 2 of the Restrictive Agreement, Buyer's Property may be used, without Bankers' consent, for restaurant (including, without limitation, fast-food) purposes.

2. EASEMENT RIGHTS. Bankers and Sears agree that Buyer, its successors, assigns, tenants, subtenants, concessionaires and licensees, and the respective officers, employees, agents, customers and invitees of such parties shall have the non-exclusive right and easement to use the "Common Areas" located on the Sears tract (as defined in the REA) and utility lines on the Shopping Center during the term of the REA as more fully set forth in Article XIII of the REA, without being required to pay any fee or other charge therefor.

3. RELEASE OF SEARS. Bankers acknowledges the conveyance by Sears to Buyer of Buyer's Property, and agrees that Sears shall have no further obligation under the REA with respect to Buyer's Property. Buyer hereby assumes all of the provisions of the REA to be performed by Sears with respect to Buyer's Property.

4. IMPROVEMENTS ON BUYER'S PROPERTY. Bankers and Sears consent to the construction of those buildings and other improvements on Buyer's Property as shown on the Site Plan attached hereto and incorporated herein by this reference as Exhibit C. Without limiting the foregoing, Bankers and Sears hereby consent to the placement by Buyer of planter boxes, sidewalks and curbing (as shown on Exhibit C) on that portion of the Sears Tract which adjoins Buyer's Property.

5. CASUALTY DAMAGE. Notwithstanding the provisions of Article XV of the REA, Bankers and Sears agree that in the event of any casualty damage to buildings on Buyer's Property, Buyer shall not be obligated to restore such building(s), but in the event Buyer does not elect to restore the same, Buyer shall promptly raze such damaged building(s) and convert the affected area to Common Area, but this shall not be construed to prevent the subsequent construction on such area of replacement building(s) at a later date. In the event Buyer elects to raze such damaged building(s), but is unable to do so promptly due to a dispute with its casualty insurance company (or for similar reasons), it shall promptly erect screening around such damaged building(s) to shield the same from public view.

6. RIGHT TO PURCHASE. Bankers acknowledges that its right to purchase the Sears Tract or any portion thereof, as set forth in Article XVIII of the REA and in Section 5 of the Restrictive Agreement, has lapsed, and that Bankers has no further rights of purchase with respect to the Sears Tract or any portion thereof.

7. NOTICES. Bankers and Sears acknowledge that Buyer's address for notices under the REA and under the Restrictive Agreement is c/o The Gottlieb Corporation, 615 West 39th Street, Kansas City, Missouri 64111.

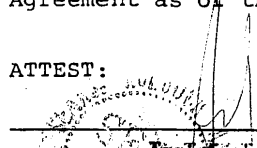
8. STATUS OF REA. Bankers and Sears represent that the REA is in full force and effect, that the same has not been modified or amended, and that neither party has any knowledge of any default by either party thereunder.

9. CONTINUITY OF REA. The Restrictive Agreement and the REA as hereby modified and supplemented shall continue in full force and effect in accordance with their respective terms.

10. SUCCESSORS. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

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

ATTEST:


Assistant Secretary

SEARS ROEBUCK AND CO.

By 
Title: EXECUTIVE VICE PRESIDENT

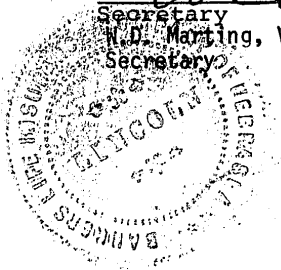
"Sears"

APPROVED
TAS
D/766MW

BANKERS LIFE INSURANCE COMPANY
OF NEBRASKA

ATTEST:

W.D. Marting
Secretary
W.D. Marting, Vice President &
Secretary



By R.C. Edmonds
Title: Richard C. Edmonds, Asst. Vice President
Mortgage Loan & Real Estate
"Bankers"

LINCOLN "Q" COMPANY

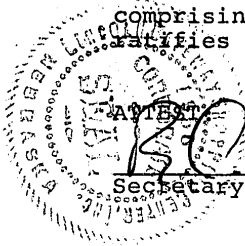
Paul R. Siskey
General Partner

"Buyer"

The undersigned corporation, as lessee of the premises
comprising the "Bankers Tract" (as defined in the REA), hereby
ratifies and confirms the foregoing provisions of this Agreement.

LINCOLN GATEWAY SHOPPING CENTER, INC.

ATTEST:
R.C. Edmonds
Secretary



By Neal E. Tyner
President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 10th day of MAY, 1982, before me, a Notary Public duly authorized in and for the said County and State aforesaid to take acknowledgements, personally appeared M. E. BURKHOLDER, to me known and known to me to be Executive Vice President of SEARS ROEBUCK AND CO., one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thomas A. Seifert
Notary Public

My commission expires:

4/25/83

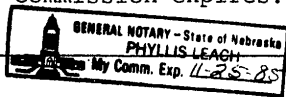
STATE OF NEBRASKA)
) SS.
COUNTY OF Lancaster)

On this 6th day of May, 1982, before me, a Notary Public duly authorized in and for the said County and State aforesaid to take acknowledgements, personally appeared R. C. Edmonds, to me known and known to me to be Assistant Vice President of BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phyllis Leach
Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 11th day of MAY, 1982, before me, a Notary Public in and for said County and State, personally appeared FRED R. STUCKEY, who stated that he is a partner in LINCOLN "O" COMPANY, a partnership organized and existing under the laws of the State of NEBRASKA, and that he executed the foregoing instrument for and on behalf of said Partnership with authority thereof and with the authority of the remaining Partners, and as its and their free act and deed.

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

Thomas A. Siefert
Notary Public

My commission expires:

4/25/83

STATE OF NEBRASKA)
) SS.
COUNTY OF Lancaster)

On this 6th day of May, 1982, before me, a Notary Public duly authorized in and for the said County and State aforesaid to take acknowledgements, personally appeared Neal E. Tyner, to me known and known to me to be President of LINCOLN GATEWAY SHOPPING CENTER, INC., one of the corporation described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Phyllis Leach
Notary Public

My commission expires:

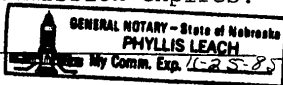


EXHIBIT A - LEGAL DESCRIPTION OF RESTRICTED USE PROPERTY

of A part of Lot 188 ~~xx~~ irregular tracts in the Southeast Quarter of Section 21, T10N, R7E of the 6th P.M., Lancaster County, Nebraska, and more particularly described, by metes and bounds as follows:

Beginning at a point 33 feet west of and 492.5 feet north of the intersection of the centerlines of 66th and O Streets, thence northerly along the west line of 66th Street a distance of 538.18 feet to the south line of Q Street; thence westerly along the south line of Q Street a distance of 427.52 feet; thence southerly along a line parallel to the center line of 66th Street a distance of 687.71 feet; thence easterly along a line parallel to the centerline of O Street a distance of 208.52 feet; thence northerly along a line parallel to the center line of 66th Street a distance of 150.0 feet; thence easterly along a line parallel to the center line of O Street a distance of 219.0 feet to the point of beginning, containing 6.002 acres; and

All ~~xxx~~ of Lots One Hundred Thirty-Two (132) and Two Hundred One (201), irregular tracts in the Southeast Quarter of Section Twenty-One (21), Township Ten (10) North, Range Seven (7) East of the Sixth P.M., Lincoln, Lancaster County, Nebraska.

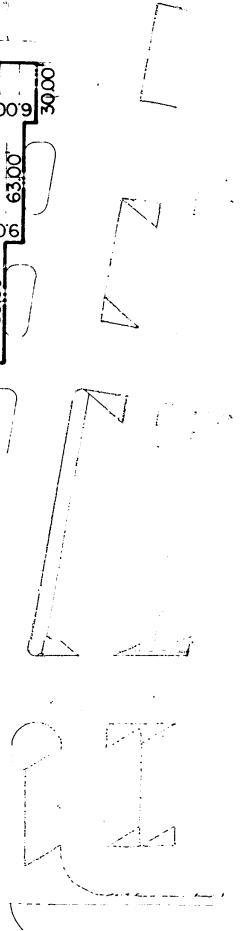
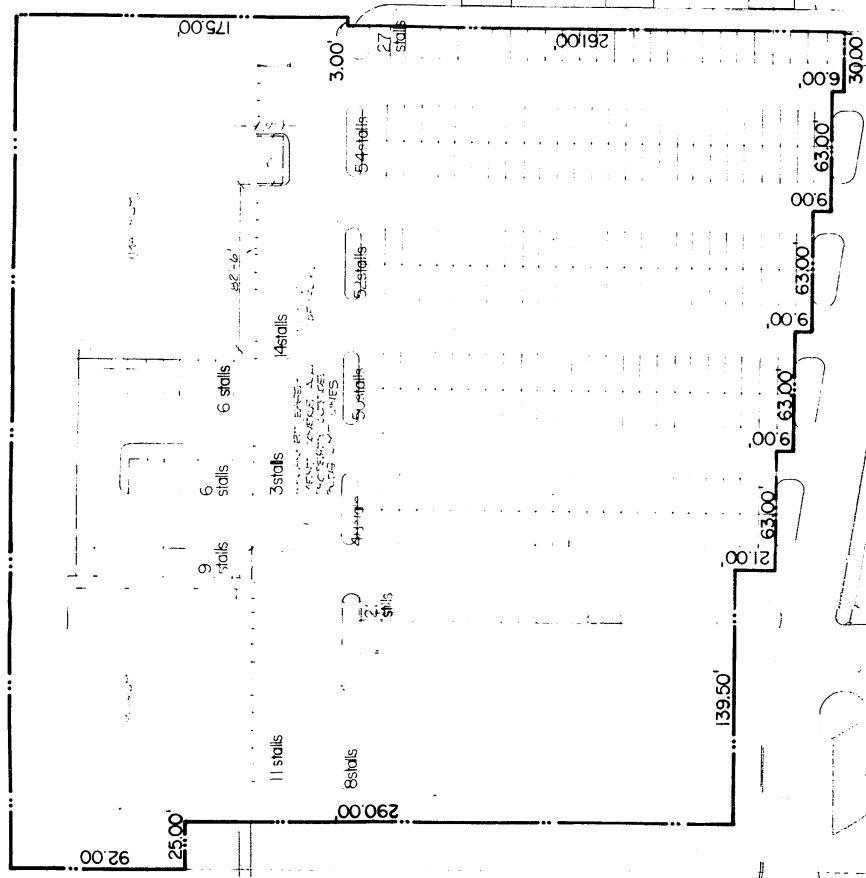
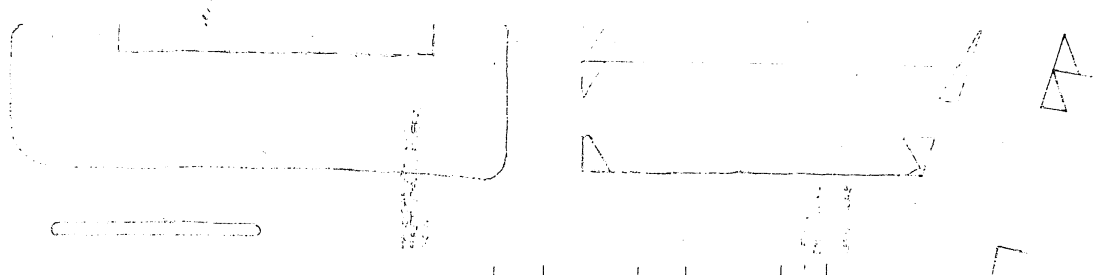
EXHIBIT B - LEGAL DESCRIPTION OF GATEWAY SHOPPING CENTER

Beginning at a point 33 feet north and 800.0 feet east of the southwest corner of the southeast quarter of the southwest quarter of the southwest quarter of Section 21, Township 10 North, Range 7 east of the 6th Principal Meridian, Lincoln, Lancaster County, Nebraska; thence east along a line parallel to and 33.0⁰ north of the south line of the southwest quarter of said Section 21 a distance of 104.82 feet to the point of curvature of a curve to the left; thence to the left on said curve having a radius of 23 feet, a central angle of 52°08'27" an arc distance of 20.93 feet; thence left 34°18'03" a distance of 20.65 feet to a point of tangency; thence to the right on a curve having a radius of 1185.92 feet an arc distance of 67.14 feet to a point of tangency; thence southeasterly and normal to said curve a distance of 80.0 feet to a point of curve; thence 90° right to the tangent to a curve to the left; thence along said curve having a radius of 1105.92 feet an arc distance of 62.61 feet to a point of tangency; thence along the tangent a distance of 13.30 feet; thence 34°18'30" left to the tangent of a curve to the left; thence along said curve having a radius of 23.0 feet, a central angle of 59°15'27" an arc distance of 23.79 feet to a point of tangency 33.0 feet north of the south line of said SE-¼ SW-¼ (which is the north line of "O" street); thence easterly along said north line of "O" Street to a point of curvature which is 63.00 feet west of the east line said SW-¼ of Section 21; thence northeasterly along the arc of said curve to the left having a radius of 23.0 feet, an arc distance of 36.1 feet to a point of tangency said curve, said point of tangency being 40.00 feet west of the east line of the SW-¼ of said Section 21; thence north parallel to and 40.0 feet from said east line of the SE-¼ of Section 21, a distance of 106.0 feet; thence east at a right angle to the last described course a distance of 40.0 feet to a point on the said line of the SW-¼ of Section 21; thence northerly along said east line of the SW-¼ of Section 21 a distance of 445.55 feet; thence easterly on a right deflection angle of 99°00' a distance of 22.47 feet; thence northerly on a left deflection angle of 90°00' 258.0 feet; thence westerly on a left deflection angle of 90°00' a distance of 63.34 feet to a point on the said east line of the SW-¼ of Section 21; thence northerly along said east line of the SW-¼ a distance of 462.3 feet to the northeast corners of the SE-¼ of SW-¼ the of said Section 21; thence west along the north line of the SE-¼ of the SW-¼ of said Section 21 a distance of 30.0 feet; said point being on the north line of the SE-¼ of the SW-¼ of Section 21 and the west line of North 63rd Street; thence north along said west line of North 63rd Street a distance of 296.03 feet to the northeast corner of Lot 4 Block 1 Gateway Terrace; thence westerly along north line of said Lot 4 a distance of 1223.45 feet to a point on the east line of 60th Street; thence southerly along said east line of 60th Street, a distance of 324.94 feet, to a point on the south line of "R" Street; thence west along said south line of "R" Street, a distance of 70.0 feet to a point on the west line of the SE-¼ of the SW-¼ of said Section 21; thence southerly along said west line a distance of 356.3 feet; thence easterly parallel to and 933.0 feet north of the south line of said southwest ¼ of Section 21, a distance of 138.75 feet; thence southerly parallel to and 138.75 feet from the west line of SE-¼ of SW-¼ Section 21 a distance of 900.0 feet to the point of beginning.

and

A part of Lot 188, Irregular Tract in the SE- $\frac{1}{4}$ of Section 21, Township 10 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described by metes and bounds as follows:

Beginning at a point 33 feet west of and 492.5 feet north of the P.O.T. at the center of 66th and "O" Streets; thence northerly along the west line of 66th Street a distance of 538.18 feet to the south line of "Q" Street; thence westerly 1072.25 feet along the south line of "Q" Street to the west line of the SE- $\frac{1}{4}$ of said Section 21; thence southerly along the west line of said SE- $\frac{1}{4}$, 160.81 feet; thence southeasterly on a left deflection angle of 81°00', 63.34 feet, thence southwesterly on a right deflection angle of 90°00', 258 feet; thence northwesterly on a right deflection angle of 90°00', 22.47 feet to a point on the west line of the SE- $\frac{1}{4}$ of said Section 21; thence southerly along the west line of said southeast quarter Section 21, 445.55 feet; thence easterly on a left deflection angle of 90°00', 40.00 feet; thence southerly on a right deflection angle of 90°00', 106.00 feet to the point of curvature of a curve to the left having a radius of 23 feet and a central angle of 90°15'20"; thence along the arc of said curve, 7.11 feet to a point 49.00 feet perpendicular from the south line of said SE- $\frac{1}{4}$ of Section 21; thence easterly on a line parallel to and 49 feet perpendicular from the said south line of the SE- $\frac{1}{4}$, 241.68 feet; thence continuing easterly 215.44 feet to a point on the west line of lot 187 Irregular Tract in the SE- $\frac{1}{4}$ of said Section 21, said point being 51.58 feet north of the said south line of the SE- $\frac{1}{4}$; thence northerly along a line parallel with and 601.7 feet west of the centerline of 66th Street, a distance of 290.92 feet; thence easterly along a line parallel with the said south line of the SE- $\frac{1}{4}$, 349.70 feet; thence northerly parallel with and 252.00 feet west of the centerline of 66th Street, a distance of 150.00 feet; thence easterly along a line parallel with said south line of the SE- $\frac{1}{4}$, a distance of 219.00 feet to the point of beginning.



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