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This instrument prepared by:
Robert W. Rieke, Esq., 409 South 17th Street, Suite 500, Omaha NE 68102

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 10/10/2006 10:10:39.77

 2006116099

AGREEMENT

This Agreement is entered into between The J. P. Cooke Company ("Cooke") and 1308 Jackson DEV, LLC ("Jackson").

WHEREAS, Cooke is the lessee of the real estate described in Exhibit A attached hereto ("Cooke Property"); and

WHEREAS, Jackson is the owner of the real estate described in Exhibit B attached hereto (the "Jackson Property"); and

WHEREAS, Jackson desires to construct a residential or mixed residential, office and/or retail project on the Jackson Property ("Project"); and

WHEREAS, Jackson had applied to the City of Omaha for tax increment financing in connection with the Project ("TIF"); and

WHEREAS, Cooke and Jackson acknowledge the Project as presently proposed will require certain modifications to be made to the loading docks and doors of Cooke (the "Modifications"); and

WHEREAS, Cooke and Jackson have entered into this Agreement in order to accomplish the Modifications.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cooke and Jackson agree as follows:

1. Definitions. In addition to the definitions set forth in the foregoing recitals, the following terms are hereby defined:

- (a) "Commencement Date" shall mean the date Jackson commences the construction of the Project which shall include the date site grading is commenced for construction of the Project.
- (b) "Consideration" shall mean the sum of \$41,250.00, as adjusted pursuant to paragraph 2, if applicable.

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- (c) "Covenant" shall mean a covenant to be recorded in the Recorder's Office against the Jackson Property in accordance with this Agreement if the Project is not developed as a condominium.
- (d) "CPI" shall mean the monthly index of the National Consumer Price Index for All Urban Consumers (CPI-U All Items: 1982-84=100) for the Midwest Region, issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency that issues such indexes.
- (e) "Current CPI" shall mean the CPI for the month preceding the month in which the Commencement Date occurs.
- (f) "Declaration" shall mean the condominium declaration for the Project to be recorded in the Recorder's Office in accordance with applicable law if the Project is developed as a condominium.
- (g) "Recorder's Office" shall mean the office of the Register of Deeds in Douglas County, Nebraska.
- (h) "September CPI" shall mean the CPI for the month of September, 2006.

2. Consideration. On the Commencement Date, Jackson covenants and agrees to pay the Consideration to Cooke; provided, if the Commencement Date has not occurred by December 31, 2006, the Consideration shall be adjusted and shall be equal to product obtained when (a) \$41,250.00, is multiplied by (b) the quotient obtained when (i) the Current CPI, is divided by (ii) the September CPI, but in no event shall the Consideration be less than \$41,250.00.

3. Declaration/Covenant. If the Project is developed as a condominium, Jackson covenants and agrees to include within the Declaration the provision set forth below (modified to confirm to definitions set forth in the Declaration). If the Project is not developed as a condominium, Jackson covenants and agrees to record the Covenant within three (3) months after the Commencement Date containing the provision set forth below:

[Each owner/owner] acknowledges and agrees that one of the entrances/exits to the [Project] garage is adjacent to the alley north of the [Project] and that trucks and semi-trailers utilize such alley for loading and unloading purposes. [Each owner/owner] agrees that it may be required to access such entrance from, and exit the garage to, either 13th Street or 14th Street, depending on such loading and unloading activities. [Each owner/owner] covenants and agrees for itself and its successors, assigns, tenants and invitees that it shall not make or file a complaint or objection with the City of Omaha or anyone else regarding the use of the alley for such truck and semi-trailer loading and unloading activities as long as such activities do not prevent access to and from the garage and either 13th Street or 14th Street.

4. Construction. Jackson covenants and agrees that it shall consult and coordinate with Cooke before filing, applying for or otherwise obtaining a temporary certificate for the use (but not the temporary closure) of the alley between the Jackson Property and the Cooke Property. Jackson and Cooke agree to consult, coordinate and cooperate with each other during the course of construction of the Project and any repaving of the alley so as to minimize any disruption to business operations on the Cooke Property. In no event shall the alley be closed to truck deliveries without the prior written consent of Cooke.

5. Recording. This Agreement may be recorded in the Recorder's Office at the option of either party.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Cooke and Jackson and their respective successors and assigns.

Dated: October 4, 2006

THE J.P. COOKE COMPANY

By Warren Cooke vice-President
Title:

1308 JACKSON DEV, LLC

By Michael D. Brannon
Title: managing member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2006, before me, a notary public in and for said county and state, personally WARREN COOKE came VICE PRESIDENT of J. P. Cooke Company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL] 

John Lee Cooke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2006, before me, a notary public in and for said county and state, personally Michael D. Brannon came Managing Member of 1308 Jackson Dev, LLC, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL] 

Robert W. Rieke
Notary Public

JOINDER

WARREN H. COOKE and JOHN L. COOKE, as the fee owners of the Cooke Property, hereby join in the foregoing Agreement for the purposes of recording the Agreement in the Recorder's Office.

DATED effective October 4, 2006.

Warren H. Cooke

Warren H. Cooke

John L. Cooke

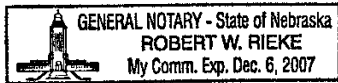
John L. Cooke

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2006, before me, a notary public in and for said county and state, personally came WARREN H. COOKE, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Robert W. Rieke

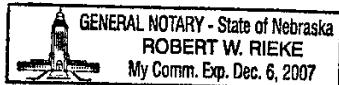
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 2006, before me, a notary public in and for said county and state, personally came JOHN L. COOKE, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Robert W. Rieke

Notary Public

Exhibit A
Cooke Property

Lots 2, 3 and 4, Block 167, Original City of Omaha, Douglas County, Nebraska

Exhibit B
Jackson Property

Parcel 1: Lot 5, Block 167, Original City of Omaha, Douglas County, Nebraska

Parcel 2: Lots 6 and 7, Block 167, Original City of Omaha, Douglas County, Nebraska