

ALC #29

REC

Dec 30 10 03 AM '97



11/27/97 03-80000
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BKP _____ C/O _____ COMP VP
DEL _____ SCAN VP FV _____

RICHARD N. TAKECH;
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

TERMINATION OF VAULT AGREEMENT

THIS TERMINATION OF VAULT AGREEMENT (this "Agreement") is made this 19 day of December, 1997, by and between Brandeis Building Investors, L.P., successor in interest to The Brandeis Investment Company, a Nebraska corporation (hereinafter referred to as "Brandeis") and 29 Omaha Corporation, a Nebraska corporation, successor in interest to F.W. Woolworth Co., a New York corporation (hereinafter referred to as "Woolworth").

RECITALS

WHEREAS, The Brandeis Investment Company and F.W. Woolworth entered into that certain Vault Agreement dated June 4, 1959, filed February 1, 1960 in Book 350 at Page 371 (the "Vault Agreement").

WHEREAS, Woolworth is the owner of that certain property located on the northwest corner of Douglas and 16th Streets, commonly known as the Woolworth Building and legally described as follows: Lots 7 and 8, Block 107, Original City of Omaha, as surveyed and lithographed, Douglas County, Nebraska (the "Woolworth Property").

WHEREAS, Brandeis is the owner of that certain property located on the southwest corner of Douglas and 16th Streets, commonly known as the Brandeis Building and legally described as follows: Lots 1 and 2, Block 117, Original City of Omaha, as surveyed and lithographed, Douglas County, Nebraska (the "Brandeis Property").

WHEREAS, pursuant to Section 2 of the Vault Agreement, Brandeis has the exclusive right to the use of the space within Vault A for so long as the Brandeis Property and Vault A are used for retail store purposes or for so long as said Vault A is used for a passageway between the Woolworth Property and a retail store business being conducted on the Brandeis Property.

WHEREAS, pursuant to Section 5 of the Vault Agreement, Woolworth has the right on not less than thirty days' written notice to Brandeis to close permanently any doorways shown on Exhibit I of the Vault Agreement (basement level).

WHEREAS, Brandeis and Woolworth desire to terminate the Vault Agreement as of the date of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandeis and Woolworth hereby agree as follows:

- 1. **Defined Terms.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement will have the meanings set forth in the Vault Agreement.
- 2. **Termination.** (a) Brandeis and Woolworth hereby agree and acknowledge that Vault A is no longer used for retail store purposes and Vault A is no longer used for a passageway between the Woolworth Property and a retail store business being conducted on the Brandeis Property, as provided in Section 2 of the Vault Agreement; and
 - (b) Brandeis and Woolworth hereby agree and acknowledge that, pursuant to Section 5 of the Vault Agreement, Woolworth has given or will give thirty days' written notice to Brandeis that Woolworth will close permanently all doorways shown on Exhibit I of the Vault Agreement (basement level); and
 - (c) Brandeis and Woolworth hereby agree and acknowledge that, as a result of paragraph 2(a) and 2(b) above, Brandeis's rights in Vault A have terminated, effective as of the date of this Agreement; and
 - (d) Brandeis and Woolworth hereby agree and acknowledge that Brandeis is executing this Agreement pursuant to Section 9 of the Vault Agreement.
- 3. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed and original.

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

BRANDEIS BUILDING INVESTORS, L.P.:

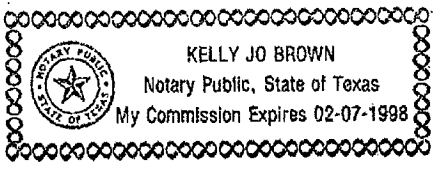
BY: ~~BRANDEIS BUILDING INVESTORS, L.P.~~ *Mark-Cali Sub Y 14, Inc*
 Name: *Jim Dutz*
 Title: *S.U.P.*

29 OMAHA CORPORATION:

By: *John Stenerson*
 Name: *John Stenerson*
 Title: *Director*

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 1997 by Jim Mertz, Senior Vice President of Brandeis Building Investors, L.P., a LIMITED PARTNERSHIP, on behalf of the Corporate general partner



Kelly Jo Brown
Notary Public
My Commission expires: 2/7/98

STATE OF New York)
) ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 9th day of December, 1997 by John Stenerson, a Director of 29 Omaha Corporation, a Nebraska corporation, on behalf of the corporation

Barry Langman
Notary Public
My Commission expires: 6/27/98

BARRY LANGMAN
Notary Public, State of New York
No. 31-5029645
Qualified in New York County
Commission Expires June 27, 1998