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SUBMITTED CHICAGO TITLE INSURANCE - K

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2011-28791
2011 Nov 15 12:30:04 PM
Gregory J. Dowling
REGISTER OF DEEDS



(The above space for use of Register of Deeds.)

WHEN RECORDED TO BE RETURNED TO:

Eric M. Labbe
Goodwin Procter LLP
53 State Street
Boston, MA 02109

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), dated as of November 14, 2011, is among **WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY**, a Nebraska corporation, whose address is 1700 Farnam St. Omaha, NE 68102 ("Prime Landlord"), **SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY**, a Delaware limited liability company, D/B/A SOUTHROADS MALL, whose address is 1001 Fort Crook Road, Bellevue, Nebraska 68005 ("Landlord") and **COSENTRY.NET, LLC**, a Nebraska limited liability company, whose address is 9394 West Dodge Road, Suite 100, Omaha, Nebraska 68114 ("Tenant").

WITNESSETH:

WHEREAS, Prime Landlord is the owner in fee simple of a portion of the shopping center (the "Shopping Center") commonly known as the Southroads Shopping Center, located in the City of Bellevue, County of Sarpy, State of Nebraska, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Prime Landlord has leased the Property to Landlord pursuant to the following documents (collectively, the "Prime Lease"): that certain Lease by and between Prime

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CHICAGO TITLE COMMERCIAL

Landlord, as lessor, and Alan Baer and J. D. Diesing, as Trustees of the E. John Brandeis Trust, as lessee, a Short Form of which was Filed June 30, 1965 in Misc. Book 35 at Page 367; assigned an undivided one-fourth (1/4) interest in the leasehold estate by Assignment of Lease, recorded August 27, 1975 in Book 48, Page 465; assigned by Assignment of Lease, recorded July 31, 1979 in Book 52, Page 505; assigned by Assignment of Ground Lease, recorded April 30, 1984 in Book 57, Page 270; assigned by Assignment of Ground Lease, recorded April 30, 1984 in Book 57, Page 273; assigned by Assignment and Assumption of Ground Lease, recorded April 30, 1984 in Book 57, Page 274; amended by Amendment to Ground Lease, recorded April 30, 1984 in Book 57, Page 275; assigned by Master Commissioner's Deed recorded February 18, 1994 as Inst. No. 94-03972; assigned by Assignment of Ground Lease, recorded April 13, 1994 as Inst. No. 94-08344; amended by Assumption Agreement and Amendment of Ground Lease, recorded April 13, 1994 as Inst. No. 94-08340; records of Sarpy County, Nebraska;

WHEREAS, pursuant to and in accordance with the terms and conditions set forth in that certain Commercial Property Lease dated as of January 1, 2007, as amended by that certain First Amendment to Commercial Property Lease, dated May 19, 2008, that certain Second Amendment to Commercial Property Lease, dated September 12, 2008, and that certain Landlord Waiver, Consent, Estoppel and Recognition Agreement, dated October 14, 2011 by and between Landlord and Tenant (as may be amended from time to time, the "Sublease"), Landlord has leased to Tenant certain space comprised of [*Suites 132, 150 and 230*] within the Building located at 1001 Fort Crook Road North, in the City of Bellevue, County of Sarpy, State of Nebraska (the "Premises"), together with the non-exclusive right to use the common areas of the Property, as more fully provided in the Sublease.

WHEREAS, the Prime Landlord, Landlord and Tenant desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, Prime Landlord, Landlord and Tenant agree as follows:

1. Existence of Prime Lease. The Prime Landlord and Landlord each state that, to the best of their knowledge, the following is true and correct: (a) the Prime Lease is in full force and effect; (b) the Prime Lease has not been modified except as specifically set forth above; (c) neither Prime Landlord nor Landlord is in default under the Prime Lease; and (d) the Prime Lease commenced as of July 1, 1965 and expires as of June 30, 2064.
2. Consent to Sublease. The Prime Landlord hereby consents to the sublease of the Premises from Landlord to Tenant pursuant to and in accordance with the terms of the Sublease. Prime Landlord agrees and acknowledges that the execution of the Sublease does not constitute a default by Landlord under the Prime Lease. Prime Landlord hereby acknowledges and consents to (i) Tenant granting a first mortgage lien on the Tenant's leasehold interest in the Premises in favor of Madison Capital Funding, LLC, as administrative and/or collateral agent (together with its successors and assigns, the "Agent"), for itself and certain other lenders and various other financial institutions from time to time, as may be assigned

from time to time, (ii) the terms and conditions of that certain Landlord Waiver, Consent, Estoppel and Recognition Agreement, dated October 4, 2011, between Landlord and Tenant. If and to the extent the Agent acquires the Tenant's interest under the Sublease through foreclosure or power of sale, deed or assignment in lieu foreclosure or the exercise of any similar remedy by the Agent (a "Foreclosure Transfer"), or enters into a direct lease with the Landlord, the Prime Landlord shall recognize the Agent or any purchaser at the Foreclosure Transfer as the tenant under the Sublease.

3. Nondisturbance; Attornment. Provided the Sublease is in full force and effect and the Tenant is not in default under the Sublease (beyond any applicable cure period), then Prime Landlord, Landlord and Tenant agree as follows:
 - a. The Tenant's right of possession to the Premises and the common areas located on the Property and the Tenant's other rights, duties and obligations arising out of the Sublease shall not be disturbed, modified, enlarged or otherwise affected by reason of: (i) a default by Landlord under the Prime Lease; (ii) any exercise by Prime Landlord of its rights or remedies under the Prime Lease, at law or in equity; (iii) any performance by Prime Landlord of its obligations under the Prime Lease; (iii) any other term or condition set forth in the Prime Lease (except for the natural expiration of the term of the Prime Lease) or. Further, the Tenant shall not be named as a party defendant in any proceedings resulting from a default of the Landlord under the Prime Lease nor in any other way be deprived of its rights under the Sublease.
 - b. If the current term of the Prime Lease or any renewal thereof shall terminate for any reason before the expiration of the term of the Sublease (as renewed or extended), then the following provisions shall apply:
 - i. The Sublease shall continue as a direct lease ("Direct Lease") between the Prime Landlord, as landlord, and the Tenant, as tenant, with the same force and effect as if the Prime Landlord, as landlord, and the Tenant, as tenant, had entered into a lease as of the date of termination of the Prime Lease (the "Prime Lease Expiration Date"). Under the Direct Lease, the Prime Landlord shall be responsible for all of the obligations and liabilities of the Landlord under the Sublease and shall have all of the rights and remedies of the Landlord under the Sublease; provided, however, that in no event shall the Prime Landlord be: (1) liable for any act or omission of the Landlord; (2) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord; or (3) bound by any payments of rent or additional rent made by the Tenant to the Landlord for more than one month in advance. The Direct Lease shall commence as of the Prime Lease Expiration Date and shall contain the same terms, covenants and conditions as those contained in the Sublease.

- ii. Tenant shall, pursuant to and in accordance with the terms of the Sublease, as modified by this Agreement, continue to have the nonexclusive right to use such portions of the Property that are a part of the common areas of the Shopping Center.
- c. Prime Landlord shall have no personal liability to Tenant or to any party claiming by or through Tenant. Notwithstanding anything to the contrary herein, in the event of a judgment by Tenant against Prime Landlord arising out of any breach or default by Prime Landlord in any term or provision of this Agreement, Tenant agrees to look only to the equity of the Prime Landlord in the land and improvements that constitute the Premises and to the rents, issues, and profits derived therefrom, including, without limitation, insurance and sale proceeds and eminent domain awards, for the satisfaction of said judgment. Nothing herein shall prevent Tenant from obtaining injunctive relief or specific performance from the Prime Landlord. In the event that the judgment cannot be fully satisfied as set forth in the proceeding sentence. Tenant may deduct the unsatisfied balance from any rent thereafter accruing to Prime Landlord under the Sublease (whether as a sublease or a Direct Lease).
- d. If any term, provision, covenant or condition of the Sublease is or shall be contrary, contradictory, conflicting or silent with respect to any term, provision, covenant or condition of the Prime Lease, the Sublease shall control and determine the Tenant's rights, duties and obligations with respect to the Tenant's possession, use and enjoyment of the Premises or the common areas located on the Property.
- e. The provisions set forth in this Section 3 shall be self-operative and effective without execution of any further instruments on the part of either party. However, each of Prime Landlord and Tenant agrees to execute and deliver to the other party such other reasonable instruments as such party shall request in order to comply with these provisions.
- f. Prime Landlord shall have no duty to provide notice to Tenant of defaults or claims of default under the Prime Lease. However, in the event of a default by Landlord under the Prime Lease, Prime Landlord shall accept cure of such default from Tenant within the same period of time in which to cure such default as granted to the Landlord under the Prime Lease prior to any exercise by Prime Landlord of its rights and remedies under the Prime Lease (including, without limitation, the termination of the Prime Lease). In the event the Prime Lease is terminated for any reason, Prime Landlord agrees to deliver notice thereof to Tenant via certified mail at the following address:

COSENTRY.NET, LLC
9394 West Dodge Road, Suite 100
Omaha, Nebraska 68114

Attn: Joe Urzendowski

4. License. Prime Landlord hereby agrees with Tenant that in the event Tenant is required pursuant to any environmental law applicable to the Premises or Common Areas located on the Property, to investigate, remediate, clean up or otherwise respond to environmental conditions existing on the Premises or Common Areas located on the Property, Tenant and its agents or contractors shall have a non-exclusive license to access the Premises and common areas located on the Property for the purpose of performing such investigation, remediation, etc, on the Premises or Property.
5. Modifications. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.
6. Successors and Assigns. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.
7. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
8. Headings. The headings, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state in which the Property is located.
10. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

11. Notices. All notices required under this Agreement shall be deemed to be properly served if sent by registered or certified mail with return receipt requested or by a nationally recognized overnight mail delivery service, to Prime Landlord, Landlord and Tenant at the addresses as specified on the first page of this Agreement, or to such other addresses which Prime Landlord, Landlord or Tenant, as applicable, may designate in writing delivered to the other parties for such purpose. Date of service of a notice shall be the date on which such notice is either deposited in a post office of the United States Postal Service or deposited with such nationally recognized overnight mail delivery service, as applicable.

(End of document. Execution on following page.)

TO INDICATE THEIR AGREEMENT TO THE ABOVE, the parties or their authorized representatives or officers have signed this document.

WITNESS:

Kimberly A. Pash
Name: Kimberly A. Pash
Brett Kemp
Name: Brett Kemp

WITNESS:

Name: _____

Name: _____

WITNESS:

Name: _____

Name: _____

PRIME LANDLORD:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation

By: [Signature]
Name: Dean R Holdsworth
Title: Director - Mortgage & Real Estate

LANDLORD:

SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

COSENTRY.NET, LLC, a Nebraska limited liability company

By: _____
Joe Urzendowski
Chief Financial Officer, Vice President,
Treasurer and Secretary

TO INDICATE THEIR AGREEMENT TO THE ABOVE, the parties or their authorized representatives or officers have signed this document.

PRIME LANDLORD:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation

WITNESS:

Name:

Name:

By: _____

Name: _____

Title: _____

LANDLORD:

SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company

WITNESS:

Name:

Name:

By: _____

Name: *Steven W. Edin*

Title: *Chairman*

TENANT:

COSENTRY.NET, LLC, a Nebraska limited liability company

WITNESS:

Name:

Name:

By: _____

Joe Urzendowski
Chief Financial Officer, Vice President,
Treasurer and Secretary

TO INDICATE THEIR AGREEMENT TO THE ABOVE, the parties or their authorized representatives or officers have signed this document.

PRIME LANDLORD:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation

By: _____

Name: _____

Title: _____

WITNESS:

Name:

Name:

LANDLORD:

SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company

By: _____

Name: _____

Title: _____

WITNESS:

Name:

Name:

TENANT:

COSENTRY NET, LLC, a Nebraska limited liability company

By:  _____

Joe Orzendowski

Chief Financial Officer, Vice President,
Treasurer and Secretary

WITNESS:

Name:

Name:

STATE OF NEBRASKA)
) SS:
COUNTY OF Douglas)

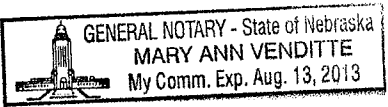
Before me, Mary Ann Venditte, a Notary Public in and for the above State and County, on this 11 day of November, 2011, personally appeared Dean R. Holdsworth of Woodmen of the World Life Insurance Society, a Nebraska Corporation, and known to me to be the same person who signed and acknowledged that he/she signed the foregoing instrument as such Director of said corporation for and on behalf of the corporation, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Mary Ann Venditte
Notary Public

Mary Ann Venditte

My commission expires:



STATE OF NEBRASKA)

) SS:

COUNTY OF)

Before me, Karen E. Lalley, a Notary Public in and for the above State and County, on this 14th day of November, 2011, personally appeared Steven W. Silva of Southroads Shopping Center Limited Liability Company, a Delaware limited liability company, and known to me to be the same person who signed and acknowledged that he/she signed the foregoing instrument as such Chairman of said limited liability company for and on behalf of the corporation, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Karen E. Lalley
Notary Public



STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 3rd day of November, 2011, before me appeared Joe Urzendowski, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer, Vice President, Treasurer and Secretary of CoSentry.net, LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of said limited liability company by authority given by the members of said limited liability company, and said Joe Urzendowski acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.



Notary Public

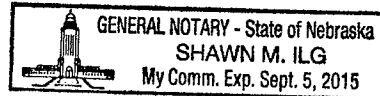


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit "A"

A tract of land lying wholly within the Southwest Quarter (SW1/4) of Section 14, Township 14 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, and 8D, of Clinton's Subdivision in said Section 14, all of tax lots F2B1B1, F2B1B2, and G4 in said Section 14, all of Lots 7 and 10, part of Lots 11 and 12 of Lawndale Subdivision in said Section 14, all of Lots 1 and 2 and part of Lots 3, 6 and 7 of Jull's Subdivision in said Section 14, also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the Northerly right of way line of Child's Road and the Southwesterly right of way line of Prairie Avenue; thence South 00 degrees 00 minutes 00 seconds West (Assumed) along the Northerly right of way line of Child's Road a distance of 1,099.18 feet to a point on the Easterly right of way line of State Highway No. 73 and 75; thence North 15 degrees 18 minutes 00 seconds West along the Easterly right of way of State Highway No. 73 and 75 a distance of 488.69 feet to a point; thence in a Northwesterly direction along the right of way line of State Highway Nos. 73 and 75 and said right of way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the Southerly right of way line of Brewster Road; thence North 73 degrees 25 minutes 50 seconds East along the Southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence North 69 degrees 00 minutes 48 seconds East continuing along the Southerly right of way line of Brewster Road a distance of 354.84 feet to a point on the Westerly right of way line of vacated Prairie Avenue; thence North 76 degrees 10 minutes 04 seconds East a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence South 00 degrees 15 minutes 54 seconds West along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence South 89 degrees 44 minutes 06 seconds East a distance of 20.00 feet to a point on the Easterly right of way line of vacated Prairie Avenue; thence South 88 degrees 38 minutes 21 seconds East a distance of 185.13 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 75.56 feet to a point; thence North 87 degrees 18 minutes 39 seconds East a distance of 82.60 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 71.70 feet to a point; thence North 89 degrees 42 minutes 21 seconds West a distance of 37.66 feet to the Northeast corner of Lot 7 of Lawndale Subdivision; thence South 00 degrees 16 minutes 07 seconds West along the Easterly line of Lots 7 and 10 and the Easterly line of Lots 7 and 10 extended South a distance of 610.98 feet to a point on the Southerly line of Lot 12 of Lawndale Subdivision; thence North 89 degrees 45 minutes 09 seconds West a distance of 29.54 feet to the Southwest corner of Lot 12 of Lawndale Subdivision; thence South 55 degrees 04 minutes 07 seconds West a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue; thence South 34 degrees 55 minutes 53 seconds East along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence South 10 degrees 19 minutes 33 seconds East a distance of 36.03 feet to the point of beginning.