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AGREEMENT made and entered into this 5th day of August, 1965, by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter called "Owners of the Fee") and J. C. PENNEY COMPANY, INC., a Delaware corporation, with offices at 1301 Avenue of the Americas, New York, N. Y. 10019 (hereinafter called "Penney").

WITNESSETH: That

WHEREAS, in consideration of the execution and delivery by Penney of a lease dated May 3, 1965 between E. JOHN BRANDEIS TRUST, a trust organized under the laws of the State of Nebraska, ALAN BAER and J. D. DIESING, Trustees, with offices at 16th and Douglas Streets, Omaha, Nebraska, as Landlord, and Penney, as Tenant, covering certain premises situated in the County of Sarpy, State of Nebraska, more particularly described on Exhibit A attached hereto and hereby made a part hereof (which lease is hereinafter called the "Penney lease") and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. The Owners of the Fee covenant and warrant that they have good fee simple title to the premises covered by said Penney lease free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, liens and encumbrances of every nature, except that certain ninety-nine (99) year lease dated the 29th day of June, 1965, (hereinafter called "underlying lease") covering the premises demised by said Penney lease, which said underlying lease was made by and between Owners of the Fee, as Lessors, and E. John Brandeis Trust, as Lessee, said lease having been recorded in Volume 35 Misc. Page 367 of the Record of Leases of Sarpy County, State of Nebraska, identified therein as Instrument Number and except easements of record set forth on Exhibit "C" attached to Penney's lease.
2. The Owners of the Fee further covenant and warrant that they are the sole owners of all the interest of the Lessors named in the aforesaid underlying lease referred to in the paragraph hereof immediately preceding, and that said underlying lease is in full force and effect;
3. The Owners of the Fee hereby consent to and approve of said Penney lease and agree that in case of any conflict between any of the provisions of said underlying lease and the rights of the Tenant under said Penney lease, then and in such case the latter shall prevail and be controlling; and Tenant shall only be required to perform the obligations imposed upon it by the Penney lease.
4. If the Tenant shall perform the obligations under said Penney lease on its part to be performed, the Owners of the Fee further covenant and agree that:
 - (a) The Tenant shall have and enjoy during the term of said Penney lease, and any extension thereof, the quiet and undisturbed possession of the demised premises covered thereby, and the Tenant's possession and rights under said Penney lease shall not be adversely affected in any way by reason of any default by the Lessee under said underlying lease in performing any of their obligations therein set forth on their part to be performed, or by reason of the termination

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or cancellation of said underlying lease by reason of any action taken by the Lessors under said underlying lease with respect to any default of the Lessee therein.

(b) In the event of termination or cancellation of said underlying lease, the possession of the demised premises by the Tenant under said Penney lease, and all rights of the Tenant thereunder, will be fully recognized and protected by the Owners of the Fee, and the Owners of the Fee will assume and perform all the obligations set forth in said Penney lease on the part of the Landlord to be performed, with the same force and effect as if the Owners of the Fee were originally named as Landlord in said Penney lease.

5. In the event that the Owners of the Fee should become obligated to perform the obligations of the Landlord under said Penney lease as hereinabove provided, then and in such event the Owners of the Fee shall thereafter stand in the place and stead of the Landlord under said Penney lease and all rentals accruing and payable thereafter pursuant to said Penney lease shall be paid by the Tenant to the Owners of the Fee and any and all other benefits accruing thereafter to the Landlord under said Penney lease shall belong to the Owners of the Fee;

6. The foregoing provisions in this agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, devisees, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and sealed this _____ day of _____, 1965.

J. C. PENNEY COMPANY, INC.

Witnesses:

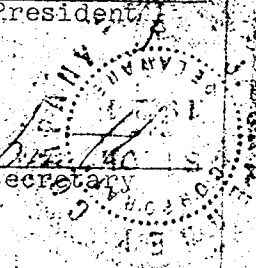
Margaret Shea
Dora Powell

BY

W. J. Marshall
Vice President

Attest:

Elting H. Smith
Asst. Secretary



WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

Witnesses:

George Yeager
Frank J. Jones

BY

W. H. Martin
President

Attest:

Neil T. Newberry
Secretary



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STATE OF
COUNTY OF } ss.:

On this the _____ day of _____, 19____, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared

known to me to be the person(s) who subscribed to the foregoing instrument and acknowledged having executed the same as a free and voluntary act for the purposes therein contained.

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

My Commission Expires: _____

Notary Public

STATE OF NEBRASKA
COUNTY OF DOUGLAS } ss.:

On this the 1st day of September, 1965, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared W. H. Martin residing at 420 Fairacres Road, Omaha, Nebraska to me known and known to me to be _____ President of WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, 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.

My Commission Expires: _____

April 15, 1966

Alma Edze

Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this the 15th day of September, 1965, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared *W. P. Marshall* residing at *Coast Valley, N.Y.* to me known and known to me to be a Vice-President of J. C. PENNEY COMPANY, INC., 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 said 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.

My Commission Expires: _____

Sheldon S. Jagers

Notary Public

THEODORE H. JAGERS, NOTARY PUBLIC
State of New York, No. 03-451635
Qualified in Green County
Cert. Filed in New York County
Commission Expires March 30, 1966

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EXHIBIT A

Description of the Premises Demised
Under the Penney Lease

The demised premises referred to in the Penney lease comprise approximately 86,000 square feet of land designated J. C. Penney Company on Exhibit B attached to said lease.

TOGETHER with the improvements to be erected thereon in accordance with the terms of the Penney lease.

TOGETHER with the right and privilege on the part of Penney, its customers, employees, and invitees to use in common with landlord and other tenants and occupants of space situated within the Entire Premises and their customers, employees, and invitees, the common facilities as provided for in the Penney lease.

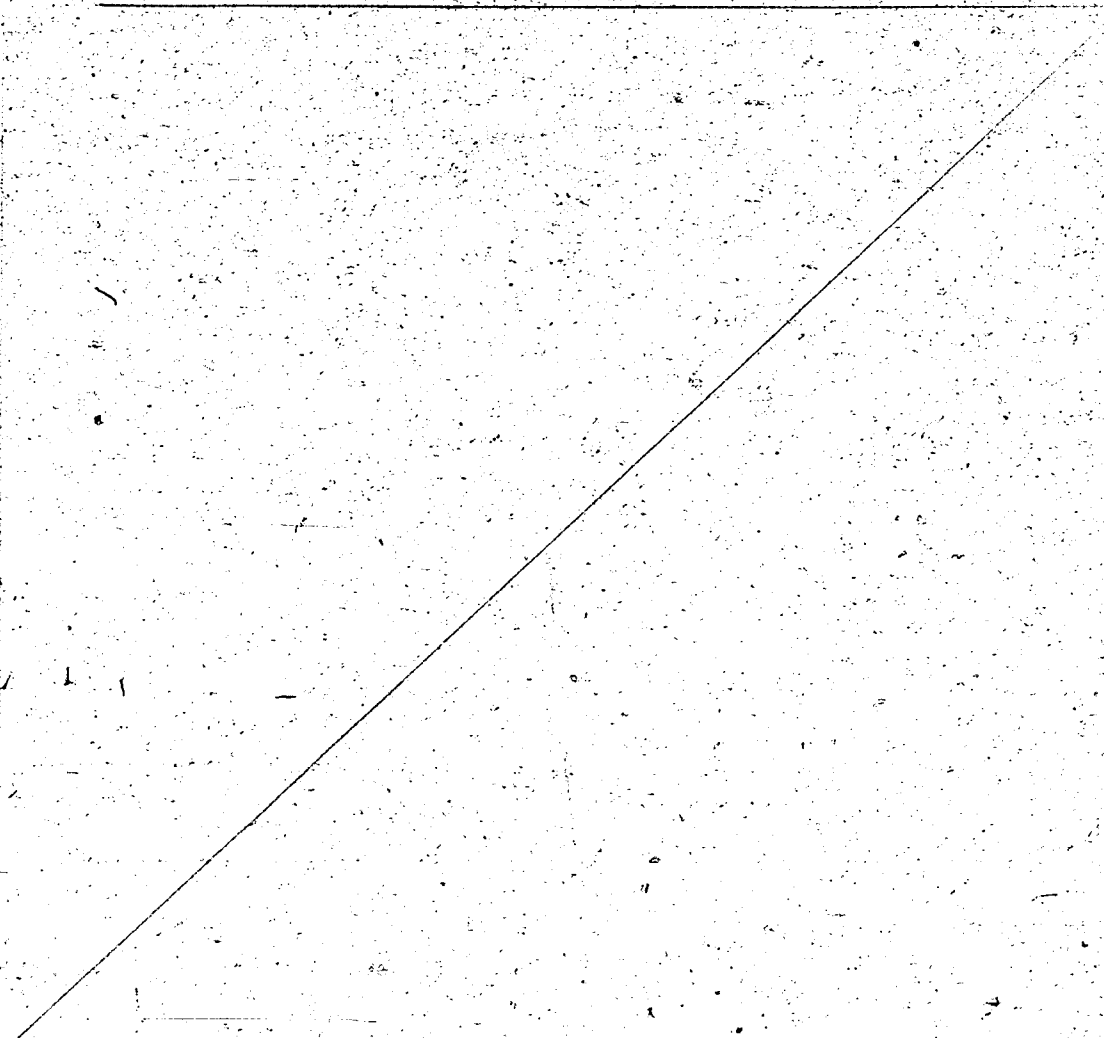
The tract of land referred to as the Entire Premises and shown on Exhibit B to the Penney lease in which the demised premises are located is situated in the County of Sarpy and State of Nebraska and is more particularly described as follows:

A tract of land lying wholly within the Southwest Quarter (S. W. $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th principal meridian, Sarpy County, Nebraska. 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 S $90^{\circ}00'00''$ W (Assumed) along the northerly right of way line of Child's Road a distance of 1099.18 feet to a point on the easterly right of way line of State Highway No. 73 and 75; thence N $15^{\circ}18'00''$ W along the easterly right of way of State Highway No. 73 and 75 a distance of 483.69 feet to a point; thence in a northwesterly direction along the right of way line of State Highway No. 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 N $73^{\circ}25'50''$ E along the southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence N $69^{\circ}00'48''$ E 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 N $76^{\circ}10'04''$ E a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence S $00^{\circ}15'54''$ W along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence S $89^{\circ}44'06''$ E a distance of 20.00 feet to a point on the easterly right of way line of vacated Prairie Avenue; thence S $88^{\circ}38'21''$ E a distance of 185.13 feet to a point; thence S $00^{\circ}15'39''$ W a distance of 75.56 feet to a point; thence N $87^{\circ}18'39''$ E a distance of 82.60 feet to a point; thence S $00^{\circ}15'39''$ W a distance of 71.70 feet to a point; thence N $89^{\circ}42'21''$ W a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision; thence S $00^{\circ}16'07''$ W 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 N $89^{\circ}45'09''$ W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision; thence S $55^{\circ}04'07''$ W a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue;

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thence S 34°55'53" E along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence S 10°19'33" E a distance of 36.03 feet to the point of beginning. The above said tract of land contains 27.06 acres more or less.



Attached to and forming part of AGREEMENT dated as of August 5, 1965 by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY and J. C. PENNEY COMPANY, INC. covering certain premises situated at Southroads Shopping Center, South Omaha, Nebraska.

Initialed by
WOODMEN OF THE WORLD LIFE
INSURANCE SOCIETY

W. F. McArthur

Neil T. Newberry

Initialed by
J. C. PENNEY COMPANY, INC.

M. J. Mackenzie

E. H. T.