

54-718

ATTORNTMENT AND NONDISTURBANCE AGREEMENT

AGREEMENT between E. J. Brandeis Trust ("Trust") and The Southroads Bank ("Bank").

W I T N E S S E T H :

WHEREAS, Alan Baer ("Baer") is the present holder of the lessee interest in and to a certain lease (the "Underlying Lease") executed on June 29, 1965, a notice of which lease was recorded in Book 35 of Miscellaneous Records at Page 367 in the office of the Sarpy County Register of Deeds; and

WHEREAS, the Underlying Lease demised premises in Sarpy County, more particularly described in the Underlying Lease, to Baer; and

WHEREAS, Trust holds two separate leasehold mortgages of Baer's interest in the Underlying Lease, each executed on July 30, 1979, and recorded in Book 198 of Mortgage Records at Page 3752 and in Book 198 of Mortgage Records at Page 3753, respectively, in the office of the Sarpy County Register of Deeds (the "Leasehold Mortgages"); and

WHEREAS, by instrument dated October 12, 1981, Baer demised to Bank a portion of the premises demised by the Underlying Lease (the "Bank Lease").

NOW, THEREFORE, it is mutually agreed as follows:

FILED FOR RECORD 10-28-81 AT 3:00 P.M. IN BOOK 54 OF Misc Rec . 25
PAGE 718 Carl L. Hilleled REGISTER OF DEEDS, SARPY COUNTY, NEB. 21
Act# 03524

(1) In the event of the termination, cancellation or expiration of Underlying Lease or foreclosure of the Leasehold Mortgages, or either of them, for any reason whatsoever while Bank Lease is still in effect, the premises demised by Baer to Bank shall be subject to the Bank Lease as fully and effectually as if Baer had been the owner of the fee of the premises demised in Underlying Lease at the time of the execution and delivery of Bank Lease.

(2) Simultaneously with such termination, cancellation or expiration of Underlying Lease or foreclosure of the Leasehold Mortgages, or either of them, the Bank Lease shall take effect as a lease of the premises demised therein, together with all of the rights and privileges therein contained, between Trust, as landlord therein, and Bank, as tenant therein, for the balance of the term of Bank (as the same may have been or may thereafter be extended in accordance with its terms) upon all the terms, covenants, provisions and conditions therein contained, Trust covenanting and agreeing to be bound by the provisions of the Bank Lease, and Bank covenanting and agreeing to be bound by and to perform and observe all of the obligations imposed by Bank Lease upon the tenant therein.

(3) The provisions of this agreement shall be self-executing and shall take effect without the execution of any further instrument, lease or agreement.

(4) This agreement may not be changed or terminated orally and shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

E. J. BRANDEIS TRUST

Alan Baer
Alan Baer, Trustee

J. D. Diesing
J. D. Diesing, Trustee

Lester K. Marcus
Lester K. Marcus, Trustee

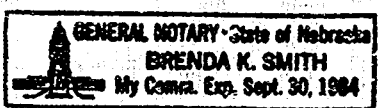
Allan J. Garfinkle
Allan J. Garfinkle, Trustee

THE SOUTHROADS BANK

By [Signature] President

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 15th day of October, 1981 by Alan Baer, Trustee of E. J. Brandeis Trust.

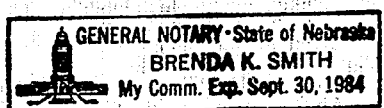


Brenda K. Smith
Notary Public

54-718C

STATE OF NEBRASKA)
) SS.
COUNTY OF *Douglas*)

The foregoing instrument was acknowledged before me this *15th* day of *October*, 1981 by J. D. Diesing, Trustee of E. J. Brandeis Trust.



Brenda K. Smith
Notary Public

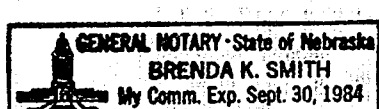
STATE OF NEBRASKA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of , 1981 by Lester K. Marcus, Trustee of E. J. Brandeis Trust.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF *Douglas*)

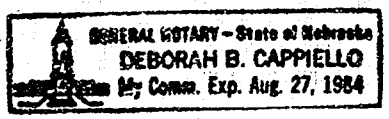
The foregoing instrument was acknowledged before me this *15th* day of *October*, 1981 by Allan J. Garfinkle, Trustee of E. J. Brandeis Trust.



Brenda K. Smith
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this
14th day of October, 1981 by Peter J. Bina
President of The Southroads Bank.



Deborah B Cappiello
Notary Public

LEO DALY

PLANNING
ARCHITECTURE
ENGINEERING

100 INDIAN HILLS DRIVE
OMAHA, NEBRASKA 68114

TELEPHONE (402) 391 8111
CABLE / LADCO OMA

54-718 E

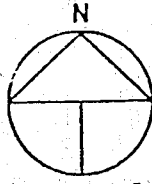
RECORD OF SURVEY

PROJECT NO. 060581
SURVEY NO. FS 8-80

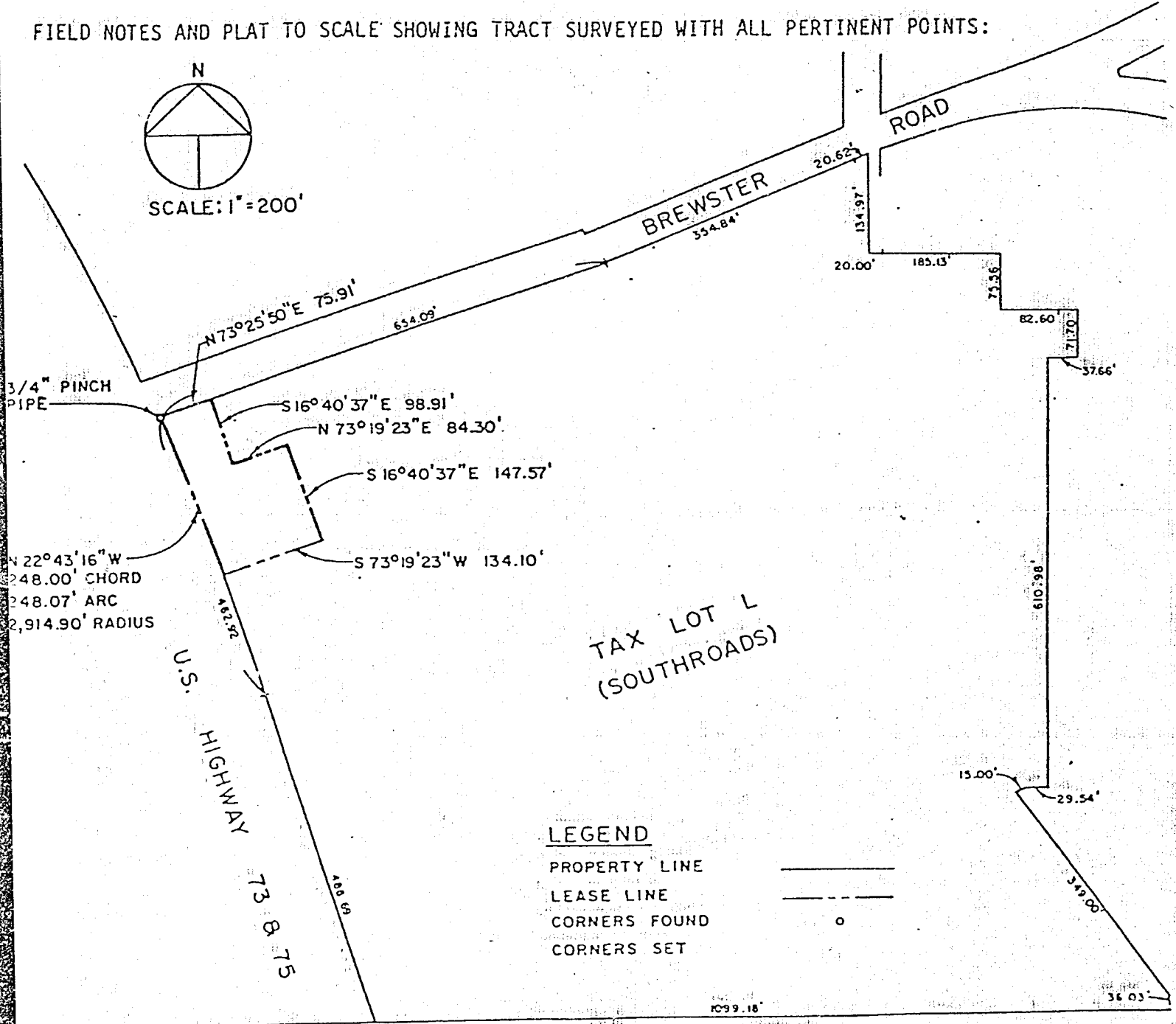
LOCATION
SW 1/4 SEC. 14
T14-R13
SARPY COUNTY

LEGAL DESCRIPTION:
SEE PAGE 2 OF 2.

FIELD NOTES AND PLAT TO SCALE SHOWING TRACT SURVEYED WITH ALL PERTINENT POINTS:



SCALE: 1" = 200'



LEGEND

- PROPERTY LINE _____
- LEASE LINE - - - - -
- CORNERS FOUND ○
- CORNERS SET ●

LAND SURVEYOR'S CERTIFICATE: _____ CHILDS ROAD

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of NEBRASKA.

Signature Ronald F. Kestel

DATE RECEIVED: _____

Date: MARCH 3, 1981 Reg. No. LS 363

OFFICIAL ADDRESS: _____

BLDG PERMIT NO: _____

SEAL

EXHIBIT A

54 - 718 F.

LEASE DESCRIPTION

A tract of land in Tax lot "L" (Southroads) in the Southwest Quarter (S.W. 1/4) of Section 14, Township 14 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Tax lot "L" which is the intersection of the easterly R.O.W. line of U.S. Highway No. 73 & 75 with the southerly R.O.W. line of Brewster Road, thence, N. $73^{\circ} 25' 50''$ E. along the said southerly R.O.W. line of Brewster Road for a distance of 75.91 feet to a point; thence S. $16^{\circ} 40' 37''$ E. for a distance of 98.91 feet to a point; thence N. $73^{\circ} 19' 23''$ E. for a distance of 84.30 feet to a point; thence S. $16^{\circ} 40' 37''$ E. for a distance of 147.57 feet to a point; thence S. $73^{\circ} 19' 23''$ W. for a distance of 134.10 feet to a point on the said easterly R.O.W. line of U.S. Highway No. 73 & 75; thence 248.07 feet in a northwesterly direction along the said R.O.W. line of U.S. Highway No. 73 & 75 which is the arc of a circular curve to the left having a radius of 2,914.9 feet and a chord, the length and bearing of which are 248.00 feet and N. $22^{\circ} 43' 16''$ W. respectively, to the Point of Beginning, containing 27,500 square feet more or less.

For this description, used the recorded bearing of N. $73^{\circ} 25' 50''$ E. for the southerly R.O.W. line of Brewster Road.

EXHIBIT A