

AMENDMENT TO GROUND LEASE

57-275

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THIS AGREEMENT dated, ^{as of} this 1st day of April, 1984, by and among WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation ("Lessor") and Southroads Mall Limited Partnership ("Lessee") amends the Indenture of Lease ("Lease") dated June 29, 1965, a short form of which Lease is recorded at Book 35 Page 367 of the Records of the Register of Deeds, Sarpy County, Nebraska.

WHEREAS, Lessor leased that certain portion of property ("Property") commonly known as Southroads Shopping Center and more fully described on Exhibit A which is attached hereto and incorporated herein by reference, to the E. John Brandeis Trust ("Trust") by virtue of the Lease; and

WHEREAS, the Lessee's interest in such Lease was transferred to Alan Baer ("Baer"), in his individual capacity, by virtue of lease assignment dated January 1, 1979 ("Lease Assignment"); and,

WHEREAS, Baer's interest in the leasehold estate has transferred to Lessee; and,

AND WHEREAS, the parties desire to amend the Lease;

NOW, therefore, the parties hereto agree as follows:

1. Amendment to Ground Lease. The Lease is hereby amended to include the following Paragraph 27:

27. Lessee's Liability. Notwithstanding any provision to the contrary in this lease, in any action or proceeding brought on this lease no deficiency or other monetary judgment shall be sought or obtained against the Lessee, its assigns or successors; provided, however, that the foregoing provisions of this paragraph shall not (i) constitute a waiver of any obligation or provision contained in this lease, (ii) limit the right of Lessor to name the Lessee, its assigns or successors, as a party defendant in any action or suit for sale, foreclosure or termination under this lease so long as no judgment in the nature of a personal monetary judgment shall be requested or taken against Lessee, (iii) affect in any way the validity of any obligation or provision contained in this lease, (iv) reduce in any way the primary liability hereunder of the E. John Brandeis Trust and Alan Baer, or (v) relieve the Lessee, its assigns or successors, of the obligation to provide the Lessor with advanced written notice of any proposed sale, transfer, assignment or encumbrance affecting the Property and to provide the Lessor with copies of all documentation relative to such sale, transfer, assignment or encumbrance and to obtain the prior written approval of such events by the Lessor.

FILED FOR RECORD 4-30-84 AT 3:09 P.M. IN BOOK 57 OF MAP REC. 28-50
RE 275 Case & Hildebrand
REGISTER OF DEEDS, SARPY COUNTY, NEB.

Rec # 04316

2. Section 8 of the Lease is hereby amended to include the following provisions:

Notwithstanding any other provision in this Section, Lessor's consent for the subletting or underletting of any portion of the Property shall not be required unless the space to be sublet or underlet to any one party contains in excess of 7,500 square feet of gross leasable area.

Further, Lessor hereby gives its consent to the subleasing of the Property to Patrician Capital Corp. or any partnership in which Patrician Capital Corp. or any corporation with substantially the same shareholders as Patrician Capital Corp. serves as a general partner.

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

Witness:

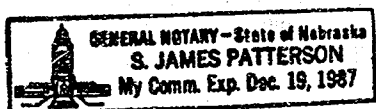
WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, Lessor

By Robert S. Chmely Neil T. Newberry President
 By Donna S. Mueller Harry W. Berry Secretary
 Southroads Mall Limited Partnership, Lessee
 By [Signature] General Partner

STATE OF NEBRASKA)) SS.
COUNTY OF DOUGLAS)

On this 1st day of March, 1988 before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Neil T. Newberry and Harry W. Berry * of Woodmen of the World Life Insurance Society, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed same as the voluntary act and deed of said corporation.

* President and Secretary, respectively



S. James Patterson
Notary Public

STATE OF New York)
)
COUNTY OF New York) SS.

On this 27th day of April, 1984, before me, a Notary Public in and for New York County, New York, personally appeared Alvin C. Womack of Southwood Mall Limited Partnership known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as the voluntary act and deed of said Partnership.

Arthur J. Rosner
Notary Public

ARTHUR J. ROSNER
Notary Public, State of New York
No. 4781498
Qualified in Westchester County
Commission Expires March 30, 1985

57-275C

EXHIBIT A

A tract of land lying wholly within the Southwest quarter (SW 1/4) 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 C4 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 intersection of the East R.O.W. of State Highway 73-75 and the North R.O.W. of Childs Road; thence N 15°20'02" W (assumed bearing) along said East R.O.W. of State Highway 73-75 488.69 feet; thence continuing along said East R.O.W. along a curve to the left with a radius of 2914.90 feet and arc length of 462.94 feet (chord bearing N 20°21'12" W 462.46 feet) to the intersection of said East R.O.W. and the South R.O.W. of Brewster Road; thence N 73°25'50" E along said South R.O.W. 654.09 feet; thence N 69°00'48" E continuing along said South R.O.W. 354.84 feet; thence N 74°31'17" E continuing along said South R.O.W. 20.55 feet; thence S 00°15'35" W 134.81 feet; thence S 88°27'10" E 107.52 feet; thence S 00°37'45" W 3.50 feet; thence S 88°27'10" E 3.00 feet; thence N 00°37'45" E 3.50 feet; thence S 89°19'25" E 94.31 feet; thence S 00°09'16" W 76.14 feet; thence N 87°15'31" E 82.20 feet; thence S 00°54'27" W 71.73 feet; thence N 89°11'48" W 35.42 feet; thence S 00°15'43" W 610.98 feet; thence N 89°45'33" W 29.54 feet; thence S 55°03'43" W 15.00 feet; thence S 34°56'17" E 349.00 feet; thence S 10°19'57" E 36.03 feet to a point on the North R.O.W. of Childs Road; thence S 89°57'58" W along said North R.O.W. of Childs Road 1099.18 feet to the point of beginning. Described tract contains 27.06 Acres, more or less.