

COUNTER_DKH
VERIFY_DKH
FEES \$ 274.00
CHG_SFILE
SUBMITTED_NEBRASKA TITLE COMPANY - O

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2014-17252

2014 Aug 07 10:22:40 AM

Sheryl J. Doubling

REGISTER OF DEEDS



**ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY
AND ASSUMPTION OF LEASES AND CONTRACTS**

THIS ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY AND ASSUMPTION OF LEASES AND CONTRACTS (this "**Agreement**") is made as of the 31 day of July 2014 (the "**Effective Date**") by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY AND/OR OMAHA WOODMEN LIFE INSURANCE SOCIETY, a Nebraska corporation, ("**Seller**") and Steven W. Seline, George H. Krauss, Bradley A. Tribulato and Joseph Mandolfo, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994 ("**Buyer**").

RECITALS:

A. Seller has, by documents of even date herewith, conveyed to Buyer the parcels of Real Property (collectively, the "**Real Property**") described on **Exhibit "A"** attached hereto and made a part hereof.

B. The Real Property is leased to certain tenants under leases as listed on **Exhibit "B"** and hereby made a part hereof.

C. The Real Property is serviced by certain service and maintenance contracts, equipment leases or other contracts listed on **Exhibit "C"** attached hereto and made a part hereof.

D. Seller desires to assign all of its right, title and interest under such leases, service and maintenance contracts, equipment leases or other contracts, and Buyer desires to accept such assignment and assume the obligations of the Seller under the Contracts as of the "Effective Date" as herein defined.

AGREEMENT:

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, all of Seller's right, title and interest in, to and under the landlord's or lessor's interest as lessor in all of the leases of all or any part of the Real Property, including, but not limited to, the leases described on **Exhibit "B"** (collectively, the "**Leases**"), together with any and all guarantees.

2. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, Seller's interest in any and all service and maintenance contracts, equipment leases and other contracts regarding the Real Property described on **Exhibit "C"** (collectively called the "**Contracts**"), from and after the Effective Date.

3. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, Seller's interest in any and all permits and licenses regarding the Real Property (collectively called "**Permits**"), to the extent they are assignable by Seller.

4. Seller hereby transfers, assigns and conveys to Buyer, and its successors and assigns, Seller's interest in any and all of the following to the extent they relate to or arise out of the design, construction, ownership, use, leasing, maintenance, service, or operation of the Real Property, buildings and improvements constructed or located on the Real Property, leases of all or any part of the Real Property, or Personal Property: (i) warranties, guaranties, indemnities, and claims, (ii) development rights, governmental approvals, or similar documents, (iii) telephone exchanges, trade names, marks, all goodwill attributable to or associated with such trade names and marks, and other identifying material used by Seller in the operation of the Real Property, (iv) plans, drawings, specifications, surveys,

engineering reports, equipment manuals, and other technical manuals and descriptions, and (v) other property (real, personal, or mixed, tangible or intangible), owned or held by Seller (collectively, the "Intangible Property").

5. Buyer hereby accepts the Contracts.

6. Buyer hereby assumes and agrees to indemnify Seller and hold Seller harmless from and against any and all damages, costs and expenses (including without limitation reasonable attorney's fees, expenses and court costs) arising from or related to Buyer's action concerning or any obligation of landlord under the Leases and Contracts accruing subsequent to the Effective Date.

7. Seller hereby represents and warrants to Buyer that (a) the Leases, Contracts, Permits and Intangible Property is free from all encumbrances made by Seller; and (b) that Seller will warrant and defend the Leases, Contracts, Permits and Intangible Property against the lawful claims and demands of all persons claiming by, through, or under Seller, but against none other.

BUYER ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN THE PURCHASE AND SALE AGREEMENT DATED JULY 28, 2014, BUYER IS PURCHASING THE LEASES, CONTRACTS, PERMITS AND INTANGIBLE PROPERTY BASED UPON ITS OWN INVESTIGATION AND INQUIRY AND IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR OTHER PERSON, AND IS AGREEING TO ACCEPT AND PURCHASE THE SAME "AS IS, WHERE IS", OTHER THAN SELLER'S REPRESENTATION THAT THE LEASE DATED JUNE 29, 1965, AS AMENDED, BETWEEN SELLER, AS LESSOR, AND SOUTHROADS SHOPPING CENTER, LLC, SUCCESSOR IN INTEREST TO THE E. JOHN BRANDEIS TRUST, AS LESSEE, IS IN FULL FORCE AND EFFECT AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered effective as of the date stated above.

SELLER:

**WOODMEN OF THE WORLD LIFE INSURANCE
SOCIETY AND/OR OMAHA WOODMEN LIFE
INSURANCE SOCIETY**, a Nebraska
corporation

By: _____

Name: Matthew Ellis

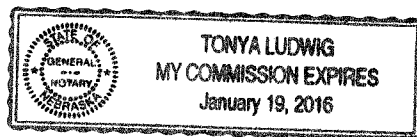
Title: VP & General Counsel

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, and in my presence by Matthew E. Ellis as Vice President and General Counsel of the Seller, respectively, on this 31 day of July, 2014.

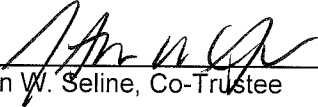
Tonya Ludwig
Notary Public

My commission expires: 1-19-16



BUYER:

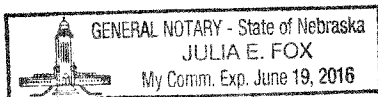
Steven W. Seline, as the authorized Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994




Steven W. Seline, Co-Trustee

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, a Notary Public, and in my presence by Steven. W. Seline as the authorized Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994, respectively, on this 4th day of ~~July~~ August, 2014.





Notary Public

My commission expires: 6/19/2016

EXHIBIT "A"

A tract of land lying wholly within the Southwest Quarter (SW $\frac{1}{4}$) 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 201A, 201B, 202, 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 64 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 S 00°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°18'00"W 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 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°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°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°10'04"E a distance of 20.62 feet to a point on the center-line of vacated Prairie Avenue; thence S 00°15'54"W along the center-line of vacated Prairie Avenue a distance of 134.97 feet to a point; thence S 89°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°38'21"E a distance of 185.13 feet to a point; thence S 00°15'39"W a distance of 75.56 feet to a point; thence N 87°18'39"E a distance of 62.60 feet to a point; thence S 00°15'39"W a distance of 71.70 feet to a point; thence N 89°42'21"E a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision; thence S 00°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°45'09"W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision; thence S 55°04'07"W a distance of 15.00 feet to a point on the center-line of vacated Prairie Avenue; thence S 34°55'53"E along the center-line 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.

Exhibit B

- copy -

L E A S E

THIS INDENTURE OF LEASE made and entered into this 29th day of June, 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 designated as Lessor, and ALAN BAER and J. D. DIESING as Trustees of the E. JOHN BRANDEIS TRUST and not in their individual capacity but for and on behalf of said Trust, hereinafter designated as Lessee,

W I T N E S S E T H:

That Lessor, for and in consideration of the rents, covenants, terms and conditions hereinafter reserved and contained on the part of Lessee, its successors and assigns, to be paid, kept and performed, has granted, demised and leased and by these presents does hereby grant, demise and lease unto Lessee, and Lessee does hereby take and hire upon and subject to the terms and conditions hereinafter expressed, the premises described on Exhibit A, attached hereto, which by specific reference herein is hereby made a part hereof, located in Sarpy County, Nebraska.

TO HAVE AND TO HOLD the demised premises unto Lessee and unto Lessee's successors and assigns for and during a term of ninety-nine (99) years, commencing on the 1st day of July, 1965 and ending on the 30th day of June, 2064, unless sooner terminated, as hereinafter provided.

1. RENT. Lessee covenants and agrees to pay unto Lessor for the demised premises during the term of this lease at Lessor's office in the Insurance Building, Omaha, Nebraska, or

at such other place as Lessor may from time to time designate, by way of rent for said premises, the following rentals:

(a) For the period beginning with the 1st day of July, 1965 and ending on the 30th day of June, 1995, the sum of Two Million Fifty-one Thousand One Hundred Dollars (\$2,051,100.00), which shall be payable in quarter annual installments of Seventeen Thousand Ninety-two and 50/100ths Dollars (\$17,092.50) each, in advance, on the 1st day of January, April, July and October of each calendar year occurring during this period, the first of such quarter annual installments to become due and owing on July 1, 1965.

(b) For the period beginning with the 1st day of July, 1995 and ending on the 30th day of June, 2064, the sum of Two Million One Hundred Ninety-four Thousand Two Hundred Dollars (\$2,194,200.00), which shall be payable in quarter annual installments of Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00) each, in advance, on the 1st day of January, April, July and October of each calendar year occurring during this period, the first of such quarter annual installments to become due and owing on July 1, 1995.

(c) Any due and unpaid installment of rent shall bear interest at the rate of six per cent (6%) per annum.

2. ADDITIONAL RENT. Lessee agrees as additional rent to pay and discharge before same become delinquent, all and every whether special or general, ordinary or extraordinary, foreseen or unforeseen, tax and taxes, duties and assessments, including but not exclusive of, water rates, meter charges and any and all other charges assessed upon or against the demised premises and

buildings and improvements thereon, or which may hereafter be assessed thereon by any government, power or authority whatsoever during the term of this lease, beginning with the year 1965; provided, however, that said taxes, duties, charges and assessments for the last year of the lease term shall be prorated between Lessor and Lessee. Lessee agrees to furnish to Lessor original or duplicate official receipts evidencing payment of the above, and it is further agreed that should Lessee fail to promptly pay said taxes, duties, assessments or charges herein by Lessee covenanted to be paid, Lessor may, but it shall not be obligated to, pay the same, subject, however, to Lessee's right to protest the validity of such taxes, duties, assessments or charges. In the event that Lessor pays said taxes, duties, assessments or charges, it may add the amount thereof so paid together with costs and penalties thereon and such expenses as the Lessor may be put to by reason thereof, to the installment of rent next coming due, or any subsequent installment of rent, and the payment shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved as rent. Before Lessor shall make any such payment, it shall first notify Lessee in writing of its intention to do so. If Lessee does not notify Lessor within sixty (60) days after the receipt of such notice that Lessee is protesting the same, then in that event, Lessor may make payment and shall not be obligated to inquire into the validity thereof. Lessee shall have the right to contest the legality or validity of any of the taxes, duties, charges or assessments, and Lessee shall not in the event of and during the prosecution of such litigation

be taken to be in default in respect of the subject matter of such litigation. In the event any such contest is made by Lessee, Lessee shall, within the time prescribed by law, after final determination thereof adversely to Lessee, fully pay and discharge the amount involved in or affected by any such contest, together with all penalties, fines, interest, costs or expenses. Lessee shall have the right, power and authority to act in Lessor's name, but at Lessee's discretion and expense in any action, proceeding or contest with respect to the determination of the amount, validity or legality of any obligation which is to be borne or paid by Lessee under the provisions of Paragraph 2 of this lease.

The Lessee agrees to pay all charges for light, heat, gas, water, electricity, power or other service charges furnished to the demised premises and incurred in connection with the use thereon during the term hereof.

It is the intention of this provision that the rent reserved by the provisions contained in Paragraph 1 hereof shall be a net rental to Lessor, undiminished by any taxes, duties, assessments or charges of any kind or nature whatsoever. Accordingly, if at any time during the term of this lease, the State of Nebraska, or any other political subdivision thereof in which the demised premises are situated, shall levy or assess a tax or excise on rents accruing under this lease, or measured by the rents accruing under this lease, against the Lessor or the rent, Lessee will pay and discharge such tax before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof. Lessee will furnish Lessor within thirty (30) days after the date when same is payable, with original or duplicate official receipts evidencing payment of such tax.

3. ABATEMENT OF RENT. It is agreed that the fact that the Lessee's use and occupation of the demised premises shall be disturbed or prevented by any cause whatsoever including, but not exclusive of, partial or total destruction of the improvements other than by illegal, negligent or intentional act of the Lessor, its employees or agents, shall not in any way suspend or abate or reduce the rent or additional rent provided to be paid hereunder.

4. REPAIRS AND MAINTENANCE. The Lessee shall keep the buildings, structures and improvements or any subsequently erected buildings, structures or improvements on the demised premises including elevator, sprinkler system and all fixtures and apparatus for heat, light, power, plumbing and air conditioning, if any, in good and substantial order and repair at its own expense. All such repairs shall be paid for by Lessee and the Lessor shall not be required to make any such repairs or to reimburse the Lessee for the cost of the same.

As used in this lease the term "repair or repairs" shall include, but shall not be limited to, repairs and changes of a fundamental and structural nature.

5. ALTERATIONS AND DEMOLITION. The Lessee shall have the privilege, at its own expense, of making any structural alterations to or in the buildings upon the demised premises or to demolish or erect a new building upon said premises, provided it shall first secure the written consent, before demolishing the building, of the Lessor, and the Lessee shall, before making such alteration or before demolishing said building, submit plans and specifications of such alterations or the new building intended to be erected upon the demised premises, to the

Lessor for its approval, which plans and specifications shall be approved within thirty (30) days after submission, or returned within the time with a statement of its objections thereto, which objections shall be reasonable. The Lessee may then submit new or revised plans and specifications to comply with said objections, if there be any, and said plans and specifications shall be approved or returned by the Lessor in the manner aforesaid and this procedure to continue until the approval of the Lessor to make any such alterations or to the erection of any such new building shall be given; but the approval of the Lessor shall not be unreasonably withheld. It is intended that the alterations or new building or buildings which may be made or constructed hereunder by the Lessee shall not substantially reduce the value of the premises, nor shall the building which may be erected be objected to by the Lessor so long as the value of the premises is not to be substantially reduced.

6. INSURANCE.

(a) Fire Insurance. The Lessee covenants and agrees that it will, at its own cost and expense, keep insured against loss or damage by fire, including extended coverage and rent insurance, so-called, all the buildings and improvements on the demised premises in a good and responsible company or companies authorized to do business in the State of Nebraska, in an amount which shall be sufficient to prevent the Lessor or the Lessee from becoming a co-insurer of any loss less than the aggregate face amount of the applicable policies, but in no event in an amount less than ninety per cent (90%) of the full insurable value thereof, excluding foundation and excavation costs, and all policies shall be made payable in case of loss to the Lessor and the Lessee, as their interest may appear.

(b) Liability Insurance. The Lessee covenants and agrees, at its own cost and expense, to keep in effect during the term of this lease public liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the demised premises, and on, in or about the adjoining streets and passageways, written by a good and responsible insurance company or companies licensed to do business in the State of Nebraska and affording protection to the limit of not less than \$ 250,000.00 in respect to injury or death to any one person and to the limit of not less than \$ 250,000.00 in respect to any one accident. Policies of such insurance shall be for the mutual benefit of the Lessor and the Lessee, as their interest may appear.

(c) War Risk. The Lessee covenants and agrees that it will, at its own cost and expense, place and maintain for the mutual benefit of the Lessor and the Lessee, as their interest may appear, war damage insurance whenever such insurance shall be obtainable under a plan of insurance instituted by the United States Government or any agency thereof, upon all of the buildings and improvements on the demised premises.

(d) Boiler Insurance. The Lessee also covenants and agrees that it will, at its own cost and expense, keep the buildings and structures on the demised premises at all times insured against the loss as of a result of boiler explosion, in the event boilers are used on the demised premises, in a good and reliable insurance company or companies authorized to do business in the State of Nebraska, in such amount as shall be determined to adequately

insure the Lessor and Lessee against such loss. Such policies shall be for the mutual benefit of the Lessor and Lessee, as their interest may appear.

(e) The Lessee further covenants and agrees that it will pay all premiums and charges on all of the above insurance promptly when the same become due, and if the Lessee shall fail to pay such premiums and charges when due or fails to place or maintain any required insurance, the Lessor may, but shall not be obligated to, place such insurance or pay the premiums and charges therefor, and in the event of such payment by Lessor, the amount paid shall be added as additional rent to the installment of rent next accruing or to any subsequent installment and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved as rent. All policies of insurance herein provided to be procured and maintained, or certificates thereof at the option of the Lessor, shall be delivered to the Lessor, accompanied by evidence satisfactory to the Lessor, that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy. All policies of insurance issued pursuant to this provision, to the extent obtainable, shall contain an agreement by the insurer that such policies shall not be cancelled without at least ten (10) days prior written notice to the Lessor.

7. MORTGAGES. Lessee shall have the right at any time and from time to time to convey or encumber by mortgage, deed of trust, or other proper instrument, in the nature thereof as security for

any bona fide debt (which shall include all renewals, replacements and extensions) any buildings and improvements on the demised premises and its interest in the demised premises as Lessee under this lease, said mortgage or deed of trust to be for such time and upon such terms and conditions as Lessee may determine, but every such conveyance or encumbrance shall at all times be subject to the right, title and interest of Lessor in the demised premises. If at any time after execution and recording in the Office of the Register of Deeds of Sarpy County, Nebraska of any such mortgage or deed of trust, the mortgagee or trustee therein shall notify Lessor in writing that any such mortgage or deed of trust has been so given and executed by Lessee, and shall at the same time either furnish Lessor with the address to which it desires copies of notices to be mailed, or designates some person or corporation in the city of Omaha as its agent or representative for the purpose of receiving copies of notices, Lessor agrees that it will thereafter mail either to such mortgagee or trustee or other agent or representative so designated, at the address so given, a duplicate copy of any and all notices in writing, which Lessor may from time to time give or serve upon Lessee, under and pursuant to the terms and provisions of this lease. Such mortgagee or trustee may, at its option, before the rights of Lessee shall have been forfeited as provided for in this lease, pay any of the rents due hereunder, effect any insurance, pay any taxes or assessments, make any deposits or do any act or thing required of or permitted to Lessee by the terms of this lease, or do any act or thing which may be necessary or proper to be done in the observance and performance of the covenants and conditions of this lease, or prevent a forfeiture of this

lease; and all payments so made and all things so done and performed by the mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of Lessee under this lease as the same would have been if done or performed by Lessee instead of by any such mortgagee or trustee. No such mortgagee or trustee of the rights and interest of Lessee under this lease or in the demised premises shall be or become liable to Lessor as an assignee of this lease, until such time as such mortgagee or trustee shall by foreclosure or other appropriate proceedings in the nature thereof or as a result of any action or remedy provided for by such mortgage or deed of trust, or by proper assignment or conveyance from Lessee, acquire the rights and interest of Lessee under the terms and provisions of this lease; but any person or persons, firm or corporation, other than a bank, insurance company or other lending institution acquiring the rights and interest of Lessee under the terms and provisions of this lease, either by judicial sale thereof made under and pursuant to the terms and provisions of any such mortgage or deed of trust, or as a result of any other action or remedy provided for by any such mortgage or deed of trust, or as a result of any legal process or proceeding whatsoever, shall thereby be and become liable to Lessor for the performance of each and all of the terms, provisions and conditions of this lease as fully and completely as herein provided for an assignee of this lease. Said acquiring person or persons, firm or corporation shall furnish to Lessor a certified copy of all judicial proceedings or all other instruments of conveyance showing their acquisition of Lessee's rights and interest in this lease and the leasehold created thereby.

8. ASSIGNMENT. The Lessee shall have the right to assign or transfer this lease or to underlet or sublet the whole or any part of said premises, but only with the written consent of the Lessor, which consent shall not be unreasonably withheld; provided, however, that in the event the Lessee shall assign this lease or underlet or sublet the whole or any part thereof, as provided herein, notwithstanding the written consent of the Lessor, the Lessee shall remain primarily liable to the Lessor for the performance of the conditions, terms and agreements of this lease, including the payment of rent.

9. DEFAULTS. No default whatsoever or breach of covenant hereunder by the Lessee except with respect to rent, shall be ground for the termination of this lease or re-entry, or re-taking of possession of said premises as hereinafter provided, until sixty (60) days after written notice of such default or breach, and in the case of rent, until thirty (30) days after written notice of such default, shall have been served in accordance with the provisions of this lease, and the Lessee within such time shall have failed to remedy such default or breach. If the said default or breach, other than nonpayment of rent, cannot be remedied within such time, the commencement of the work of remedying the same and its prosecution with reasonable expedition and diligence, shall be deemed to be compliance with the provisions of this paragraph.

In the event Lessee shall fail to pay the rent herein provided or shall fail to comply with the provisions of Paragraph 2 hereof, or shall fail to comply with any other covenant of Lessee contained herein, and if any of the above mentioned failures shall continue for thirty (30) days, then in such event, after the giving

of thirty (30) days' notice in writing to such effect by Lessor to Lessee, this lease and the term hereof shall cease and determine on the date specified in said notice, with the same force and effect as though the date so specified in said notice were the date hereinabove first set forth as the date of expiration of this lease, provided, that Lessee shall have the right to cure any default before the date specified in said notice for the termination of this lease, and if Lessee shall cure the default before such date, this lease shall remain in full force and effect, provided, further, that if the default be other than in payment of rent or taxes and be of such a nature that it cannot be cured with due diligence before the date specified in said notice, then such notice and the time within which Lessee shall have the right to cure such default and avoid a termination of this lease shall be extended by the time necessary to complete such cure with due diligence, provided, that Lessee has commenced the cure of such default promptly after receipt of such notice. In the event Lessee, its successors or assigns, shall be adjudicated a voluntary or involuntary bankrupt, or if a voluntary or involuntary petition under Chapter 10 of the Federal Bankruptcy Act be filed for reorganization of Lessee, its successors or assigns, and such petition be approved, or make an assignment for the benefit of creditors, and the same shall not be vacated or abrogated within one hundred eighty (180) days from the date of said adjudication, approval of petition for reorganization, or assignment, then in such event, after the giving of thirty (30) days' notice in writing to such effect by Lessor to Lessee, this lease and the term hereof shall cease and determine on the date specified in said notice, with the same force and

effect as though the date so specified in said notice were the date hereinabove first set forth as the date of the expiration of this lease.

In the event this lease shall cease and determine as hereinabove in this Paragraph 9 provided, the Lessor, without notice, may re-enter said premises, either by force or otherwise, and take possession thereof by the manner prescribed by the statutes in summary proceedings, and may from time to time without being obligated to do so, re-let the whole or any part of the premises for such period or periods including periods subsequent to the original date of expiration, and upon such rentals, conditions and terms as the Lessor may desire; it being understood that no demand for the rent and no re-entry for condition broken as at common law and no notice to quit possession as prescribed by statute shall be necessary to enable Lessor to recover such possession, but that all right to any such demand and any such re-entry and any such notice to quit possession or other statutory notices or pre-requisites are hereby expressly waived by Lessee. In the event the Lessor shall terminate this lease, upon Lessee's default, or shall obtain possession by re-entry, or both, dispossession, summary proceedings or otherwise, the Lessee shall pay to the Lessor the reasonable expenses incurred by the Lessor in obtaining possession of said premises, putting the same in good order and condition and re-letting the same, including reasonable legal expenses and broker's commission; and the Lessee further agrees to pay to the Lessor at the end of each and every quarter during the balance of the term of this lease, as originally reserved herein, the quarterly amount of rent herein reserved and all additional rents hereinabove provided for, less avails, if any, received for re-letting the demised premises for such

quarter after deducting the expenses hereinabove set forth. The Lessor may sue for and enforce the collection of such amount which may be due at the expiration of each quarter, and the Lessee expressly agrees that any such suit shall not be a bar or prejudice to the institution of a like or similar action or proceedings for the collection of any amount which may be due at the end of any other past or future quarter or quarters by like or similar actions or proceedings.

The Lessee agrees, further, that such re-letting or re-lettings by the Lessor may be for the whole of the residue of the demised term or any portions thereof from time to time and may be of the whole of said premises or any portions thereof from time to time, and that such re-lettings may be at rents and upon terms and conditions fixed by the Lessor, all as the Lessor in its sole discretion deem expedient. The re-lettings of the demised premises beyond the date originally fixed for the expiration of the term of this lease shall not be deemed to release the Lessee from obligation hereunder.

10. MECHANIC'S LIENS. No contractor or subcontractor, materialman, mechanic or laborer shall be entitled to or shall have any right to file or claim any mechanic's lien against Lessor's fee title to the demised premises, by reason of furnishing material or performing labor or services, in connection with the construction, reconstruction, alteration or repair, or the demolition of any building or other improvements, upon the demised premises. Lessee agrees to save harmless, protect and to indemnify Lessor and the title or estate of Lessor in the demised premises from and against all costs and expenses including reasonable attorney fees, incurred or expended in prosecuting or

defending any suit or proceeding discharging the demised premises or any part thereof from any mechanic's lien.

11. FIXTURES AND EQUIPMENT. The Lessee shall have the right at any time during the continuance, or within ten (10) days following the expiration by lapse of time or otherwise, of this lease, to remove any and all trade fixtures and equipment placed by it upon the demised premises; provided the demised premises are left in as good condition and repair as at the time of installation of the trade fixtures and equipment, reasonable wear and tear excepted.

12. USE OF PREMISES. The demised premises may be used by the Lessee for any lawful purpose. The Lessee agrees to promptly observe, comply with and execute at its own cost and expense, all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the State of Nebraska, County of Sarpy, and the city or town which may hereafter annex the demised premises, if any, and all governmental or quasi-governmental authorities or agencies and of all municipal departments, bureaus, boards or officials of the city or town which may hereafter annex the demised premises, if any, concerning the use of said premises or of any of the vaults, passageways, privileges or appurtenances thereto or connected with the enjoyment therewith and shall at its own cost make any and all improvements thereon or alterations thereto, structural or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance and regulation.

13. OPTION TO TERMINATE. Lessee shall have the right and option to terminate this lease and the term thereof as of and on June 30, 2005, such option to be exercised by the giving of notice

in writing to such effect, by Lessee to Lessor, on or before January 1, 2005. If Lessee shall not have exercised its option to terminate this lease and the term thereof, as of and on June 30, 2005, then in such event, Lessee shall have the further right and option to terminate this lease and the term thereof at any time after June 30, 2015, such option to be exercised by the giving of notice in writing to such effect, by Lessee to Lessor, not less than one hundred eighty (180) days prior to the effective date of such termination, said notice to designate and set forth the effective date of termination, which in all events shall be the last day of any calendar month.

14. OPTION TO PURCHASE. Lessee shall have the right and Lessee is hereby given the right and option to purchase the demised premises including all the tenements, hereditaments, easements, rights of way, privileges and appurtenances to same belonging or appertaining, at any time from and after June 30, 2015, for the sum of One Hundred Thousand Dollars (\$100,000), said sum to be paid simultaneously with the execution and delivery of a Warranty Deed by Lessor herein conveying to Lessee and/or its nominee or assignee, title to said premises, free and clear of all taxes, liens and encumbrances, excepting only therefrom such liens and encumbrances as may be placed thereon by Lessee and such taxes as Lessee is obligated to pay under the provisions of this lease. Said option shall be exercised by the giving of notice, in writing, to such effect, by Lessee to Lessor, not less than one hundred eighty (180) days prior to June 30, 2015, if the option is to be exercised as of June 30, 2015, and not less than one hundred eighty (180) days prior to the date as of which the option is being exercised, if the option is exercised as of a date occurring after June 30, 2015.

Lessor agrees on or before the expiration of thirty (30) days from and after the date of said notice of the exercising of the option to purchase, to furnish to Lessee an Abstract of Title brought down to the date of delivery thereof showing good and merchantable title in Lessor. Lessor agrees that, as of the date of closing, which shall in all events be consummated on or before the expiration of thirty (30) days from the date as of which the option is to be exercised, it will have good and merchantable title to the demised premises, free from liens and encumbrances, except as aforesaid.

In the event that Lessee shall not have exercised its option to purchase the demised premises, at any time prior to June 30, 2064, and if this lease is in force and effect on June 30, 2064, then in such event, Lessee shall have the right and option to purchase said demised premises, upon the same terms and conditions, such option to be exercised by the giving of notice, in writing, to such effect, by Lessee to Lessor, on or before the expiration of forty-five (45) days from and after June 30, 2064, and the closing shall be consummated on or before the expiration of seventy-five (75) days from and after June 30, 2064.

15. INSPECTION. The Lessee will permit the Lessor or its duly authorized agents to enter the demised premises at all reasonable times for the purpose of inspecting the same.

16. DESTRUCTION OR DAMAGE BY FIRE OR OTHER CASUALTY.
In the event of the destruction in whole or in part of, or damage to the buildings or structures on the demised premises, or any portion thereof, by fire, the elements, war risks or other casualties, this lease shall not terminate nor shall the rent provided herein be abated or reduced or affected in

any way whatsoever, and the Lessee agrees to rebuild or repair the building or buildings with reasonable promptness in such a manner as shall make said building or buildings substituted therefor of the same type and make and of value at least equal to the building or buildings destroyed or damaged.

All sums received on insurance policies payable for such damage to or destruction of said premises shall be made available to the Lessee for reconstruction purposes, as herein provided. If said insurance proceeds shall not be sufficient for the completion of said rebuilding or repair, the deficit shall be paid by the Lessee out of its own funds. If there shall be a surplus remaining, the said surplus shall be paid to the Lessee, provided it has restored the building or buildings equal in value to the building or buildings destroyed or damaged.

17. REPAIRS AND IMPROVEMENTS - PART OF THE DEMISED PREMISES.

Except as provided in paragraph 10 of this lease, Lessee agrees that any of the structures, improvements, repairs, fixtures, apparatus, alterations or any building or buildings provided for in Paragraphs 4, 5 and 16 of this lease shall be and become a part of the demised premises and the Lessee shall, at the end of the term or any and all renewal terms or extensions thereof, deliver the demised premises to the Lessor in good order and condition, reasonable wear and tear excepted.

18. RECEIVERSHIP AND ATTORNEYS' FEES. In the event any default shall be made on the part of the Lessee in the performance of or compliance with any of the terms, provisions or agreements herein contained, and the Lessor shall be entitled, under the terms and provisions of this lease, to bring suit to cancel this lease, or to obtain possession of said property hereinabove described

then it is agreed that the Lessor shall have the power to apply to any court having jurisdiction for the appointment of a Receiver to all and singular the demised premises, improvements, and buildings located thereon, and thereupon, it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver with the usual powers and duties of Receivers in such cases and such appointment shall be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien, or to the solvency or insolvency of the Lessee.

In the event suit shall be brought for the collection of rent herein provided to be paid, or for the collection of taxes or assessments, or by reason of the failure of the Lessee to perform any of the covenants or agreements herein contained, then in such event, the Lessee shall pay to the Lessor all court costs, if any, of such suit and reasonable attorneys' fees, provided payment has not been made within the period hereinbefore provided.

19. OWNERSHIP AND POSSESSION WARRANTY. The Lessor covenants that Lessor is seized of the demised premises in fee simple; that Lessor has full right to make this lease, and that Lessee shall have quiet and peaceable possession of said premises during all of said term and renewal terms as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to the possession of the demised premises.

20. NOTICES. All notices provided for herein shall be given by registered or certified United States Mail, shall be in writing, postage prepaid, and addressed if to Lessor to:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY
Insurance Building
Omaha, Nebraska

or at such other place in Omaha, Nebraska as Lessor, its successors
or assigns, may designate in writing; and to Lessee to:

E. JOHN BRANDEIS TRUST
c/o Alan Baer and J. D. Diesing
(or their successors)
J. L. Brandeis & Sons, Inc.
16th & Douglas Streets
Omaha, Nebraska

or at such other place as Lessee or assigns may designate in writ-
ing, provided, however, any notice accepted in writing by either
party to this lease shall be sufficient notice.

21. LIMIT OF LIABILITY OF TRUSTEES OF E. JOHN BRANDEIS TRUST.

This lease is being entered into by Alan Baer and J. D. Diesing as
Trustees for and on behalf of the E. John Brandeis Trust, and not
in their individual capacity, and it is expressly agreed that
neither Alan Baer nor J. D. Diesing, nor any successor trustee
of the E. John Brandeis Trust shall in any manner or to any ex-
tent be personally liable or responsible for the payment of the
rent or for the performance of any of the terms, provisions,
covenants and agreements in this lease contained.

22. CAPTIONS. The captions of paragraphs of this lease
are for convenience only and are not a part of this lease and
do not in any way limit, define, enlarge or amplify the terms
and provisions of this lease.

23. WAIVER. No waiver of any condition or covenant in
this lease contained or of any breach of any covenant or con-
dition shall be taken to constitute a waiver of any subsequent
breach of said covenant or condition or to justify or authorize
the nonobservance on any other occasion of the same, or of any
other covenant or condition hereof.

24. PARTIES' RIGHTS CUMULATIVE - NO CHANGE EXCEPT BY WRITING.

All rights and remedies of the parties hereto under or in connection with this lease shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law. No agreement shall be held as changing or in any manner modifying, adding to or detracting from any of the terms, conditions and agreements of this lease unless such agreement shall be in writing and executed by the parties hereof.

25. CONDEMNATION. (a) If at any time during the term of this lease, the demised premises or any part thereof shall be taken by appropriation for public use under the right of eminent domain or be conveyed to avoid proceedings in appropriation, there shall be ascertained and determined by an appraiser acceptable to both of the parties hereto

(1) the then fair market value of the land so appropriated or conveyed, exclusive of any buildings or improvements then located thereon,

(2) the then fair market value of any buildings and improvements then located on the land so appropriated or conveyed (giving effect to future earnings of Lessee under this lease or loss of profits of Lessee), and the damage, if any, to the residue of the buildings and improvements on the demised premises, and

(3) the then fair market value of all of the demised premises exclusive of any buildings and improvements then located thereon.

(b) If the appropriation or conveyance occurs prior to July 1, 1995, then in such event, all and the entire of any award or awards for any such appropriation or conveyance shall belong to, be the property of and be paid to the Lessee, and this lease, notwithstanding any such appropriation or conveyance shall remain and continue to remain in full force and effect,

with no abatement of rents prior to June 30, 1995. If the appropriation or conveyance prior to July 1, 1995 be of a portion of the demised premises, and if the remainder of the demised premises are suitable for the use of the Lessee, then and in such event, there shall be an abatement of the rentals becoming due and owing under this lease from and after June 30, 1995, in the proportion that item (1) of subparagraph (a) above bears to item (3) of subparagraph (a) above, and if the appropriation or conveyance be of a portion of the demised premises and if the remainder of the demised premises are not suitable for the use of Lessee or if all of the demised premises are appropriated or conveyed, then and in either of such events, the Lessee, notwithstanding any provisions contained in this lease to the contrary, shall have (i) the right and option to purchase the remainder of the demised premises on the same terms and conditions as are set forth in paragraph 12 of this lease, as of June 30, 1995, such option to be exercised by the giving of notice to such effect by Lessee to Lessor, in writing, on or before the expiration of 90 days from and after June 30, 1995; and (ii) the right and option to terminate this lease as of June 30, 1995, such option to be exercised by the giving of notice to such effect by Lessee to Lessor, in writing on or before the expiration of 90 days from and after June 30, 1995.

(c) (1) If the appropriation or conveyance occurs after June 30, 1995, and prior to the exercise of the option to purchase by Lessee, and if the appropriation or conveyance be of a portion of the demised premises and if the remainder of the demised premises are suitable for the use of the Lessee, then and in such event, the award or the consideration received for the conveyance shall be divided between the Lessor and Lessee as

follows: Lessor shall receive that proportion of the award or consideration for the conveyance which item (1) of subparagraph (a) above bears to the total of items (2) and (3) of subparagraph (a) above, and Lessee shall receive the remainder of the award or consideration for the conveyance, and there shall be an abatement of the rentals becoming due and owing from and after the date of the taking of possession by the public authority, in the proportion that item (1) of subparagraph (a) above bears to item (3) of subparagraph (a) above, (2) If the appropriation or conveyance after June 30, 1995 be of a portion of the demised premises and if the remainder of the demised premises are not suitable for the use of the Lessee, or if the appropriation or conveyance be of the total of the demised premises, then and in either of such event, the Lessee, notwithstanding any provisions contained in this lease to the contrary, shall have (i) the right and option to purchase the remainder of the demised premises on the same terms and conditions as are set forth in paragraph 14 of this lease, at any time after the date of the taking of possession by the public authority, such option to be exercised by the giving of notice in writing to such effect by Lessee to Lessor on or before the expiration of 30 days from the date of the taking of possession by the public authority, and (ii) the right and option to terminate this lease at any time after the date of the taking of possession by the public authority, such option to be exercised by the giving of notice to such effect in writing by the Lessee to the Lessor on or before the expiration of 30 days from the date of the taking of possession by the public authority, and (3) Notwithstanding the provisions of subparagraph (c)(2) above, the Lessor's share of the award or consideration for the conveyance, under subparagraph (c)(1) shall

in all events belong to, be the property of and be paid to Lessor.

(d) The cost and expense for the services of the appraiser shall be born equally between the Lessor and the Lessee.

26. LEASE BINDING UPON SUCCESSORS AND ASSIGNS. Each and all of the provisions, conditions and agreements herein contained shall be deemed to be, and shall be construed as, covenants, and each and all of the covenants, provisions and terms herein shall be binding upon, and inure to, the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have subscribed this Lease Agreement the day and year first above written.

WOODMEN OF THE WORLD LIFE
INSURANCE SOCIETY

By W. H. Martin President

Attest: Nick T. Newberry Secretary
LESEOR

E. JOHN BRANDEIS TRUST

By Alan Baer
Alan Baer

J. D. Dinning Trustees
LESSEE

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 29th day of June, 1965, before me, the under-
signed, a Notary Public in and for said County, personally appeared
W. H. Martin and Nick T. Newberry
President and Secretary, respectively, of WOODMEN OF THE WORLD LIFE IN-
SURANCE SOCIETY, a corporation, to me personally known to be the identical
persons whose names are affixed to the foregoing instrument, and they
acknowledged said instrument to be their voluntary act and deed as such
officers and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Arthur Edgar
Notary Public

My Commission Expires:

April 15, 1966

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 29th day of June, 1965, before me, the undersigned Notary Public in and for said County, personally came ALAN BAER and J. D. DIESING to me personally known to be the identical persons whose names are affixed to the foregoing instrument as Trustees of the E. JOHN BRANDEIS TRUST, and they acknowledged said instrument to be their voluntary act and deed as such Trustees, and the voluntary act and deed of said Trust.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Clare Dolores Haas
Notary Public

My Commission Expires:

Oct. 20, 1966

EXHIBIT "A"

A tract of land lying wholly within the Southwest Quarter (SW $\frac{1}{4}$) 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 201A, 201B, 202, 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 S 00°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°18'00"W 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 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° 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°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°10'04"E a distance of 20.62 feet to a point on the center-line of vacated Prairie Avenue; thence S 00°15'54"W along the center-line of vacated Prairie Avenue a distance of 134.97 feet to a point; thence S 89°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°38'21"E a distance of 185.13 feet to a point; thence S 00°15'39"W a distance of 75.56 feet to a point; thence N 87°18'39"E a distance of 82.60 feet to a point; thence S 00°15'39"W a distance of 71.70 feet to a point; thence N 89°42'21"W a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision; thence S 00°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°45'09"W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision; thence S 55°04'07"W a distance of 15.00 feet to a point on the center-line of vacated Prairie Avenue; thence S 34°55'53"E along the center-line 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.

AMENDMENT TO GROUND LEASE

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.

REGISTER OF DEEDS, SARPY COUNTY, NEB.

4-30-84 3:09p 57 of Mar Dec. 28
275 Cal & Hill
FOR RECORD

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.

Witness:

Roberta S. Hamby
Donna S. Mueller

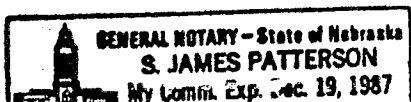
By Garry M. Berkey
Secretary

Southroads Mall
Limited Partnership, Lessee

By [Signature]
General Partner

On this 1st day of March, 1988 before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Nick 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.

James Patterson
Notary Public



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

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 Southwest Mall Limited Partnership me
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

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.

M
L
L
1850

- copy -

FILED SARP COUNTY, NE.
INSTRUMENT NUMBER
94- 08344

94 APR 13 AM 10:43

Carol A. Harvin
REGISTER OF DEEDS

ASSIGNMENT OF GROUND LEASE

Alan Baer, Assignor, in consideration of Two Dollars (\$2.00) and other good and valuable consideration from SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, Assignee, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and release, to Assignee and Assignee's successors and assigns, all of the right, title and interest of Assignor in, to and under that certain ground lease dated as of June 29, 1965, made by Woodmen of the World Life Insurance Society as Landlord, to Alan Baer and J. D. Diesing, as Trustees of the E. John Brandeis Trust, as Tenant, a memorandum of which was recorded in the Miscellaneous Records of Sarpy County, Nebraska on June 30, 1965 at Book 35 at Page 367 by which Lease, Landlord leased to Tenant the premises described in the attached Exhibit A, being known by the name Southroads Shopping Center. The tenant's interest in said Lease was Assigned to Alan Baer by instrument dated December 31, 1974, filed August 27, 1975 in Book 48 at Page 465 and by instrument dated January 1, 1979, filed July 31, 1979 in Book 52 at Page 505 both of the Miscellaneous Records of Sarpy County, Nebraska.

Executed ~~March 25~~ 3/25, 1994.

By: Alan Baer

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me on March 25, 1994,
by Alan Baer.

GENERAL NOTARY-STATE of Nebraska
BARBARA J. SHELLHAMMER
My Comm. Exp. April 16, 1997

Barbara J. Shellhammer
Notary Public

My Commission Expires _____.

48-465 E.

94-08344A

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 S 00°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°18'00"W 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 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°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°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°10'04"E a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence S 00°15'54"W along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence S 89°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°38'21"E a distance of 185.13 feet to a point; thence S 00°15'39"W a distance of 75.56 feet to a point; thence N 87°18'39"E a distance of 82.60 feet to a point; thence S 00°15'39"W a distance of 71.70 feet to a point; thence N 89°42'21"W a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision; thence S 00°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°45'09"W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision; thence S 55°04'07"W a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue; 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.

- copy -

94-08340

INSTRUMENT NUMBER
94-08340

94 APR 13 AM 10:31

Carol A. Davis
REGISTER OF DEEDS

Checked	
Fee \$	43.50

ASSUMPTION AGREEMENT AND AMENDMENT OF GROUND LEASE

THIS ASSUMPTION AND MODIFICATION OF GROUND LEASE ("**Agreement**") made as of the 25TH day of March, 1994, by and between **SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY**, a limited liability company organized and existing under the laws of the State of Delaware ("**Southroads**"), whose address for purposes of this Deed of Trust is 5015 Underwood Avenue, Omaha, Nebraska 68132; and **WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY**, a Nebraska corporation (the "**Society**"), whose address is Woodmen Tower, 1700 Farnam Street, Omaha, Nebraska 68102, Attention: Investment Division.

R E C I T A L S :

A. Under the terms of that certain indenture of lease made as June 29, 1965, and recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on June 30, 1965, at Book 35, Page 367 (the "**Lease**"), the Society granted a leasehold interest in and to that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**") to Alan Baer and J. D. Diesing, as Trustees of the E. John Brandeis Trust.

B. Alan Baer, J. D. Diesing, Lester K. Marcus and Allan Jay Garfinkle, as Trustees of the E. John Brandeis Trust, assigned the Lease to Alan Baer under the terms of that certain Assignment of Lease made as of December 31, 1974, and Assignment of Lease made as of January 1, 1979, and recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on August 27, 1975, at Book 48, Page 465, and by that certain Assignment of Lease recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on July 31, 1979, at Book 52, Page 505. (Alan Baer, J. D. Diesing, Lester K. Marcus and/or Allan Jay Garfinkle, as Trustees of the E. John Brandeis Trust are hereinafter referred to herein as the "**Brandeis Trust**"; and Alan Baer is hereinafter referred to herein as "**Baer**".)

C. Baer assigned the Lease to Patrician Equities Corp., a Florida Corporation under the terms of that certain Assignment of Ground Lease made as of April 1, 1984, and recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on April 30, 1984, at Book 57, Page 270. (Patrician Equities Corp. is hereinafter referred to herein as "**Patrician**".)

ch
87

94-08340-A

D. Patrician granted a lien on the Lease in favor of Baer under the terms of that certain Nebraska Deed of Trust and Security Agreement dated April 1, 1984, and recorded in the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska on April 30, 1984, at Book 203 Page 2576, to secure the payment and performance of certain indebtedness, liabilities and obligations described in said deed of trust.

E. Patrician assigned the Lease to Southroads Mall Limited Partnership, a Nebraska limited partnership under the terms of that certain Assignment of Ground Lease made as of April 1, 1984, and recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on April 30, 1984, at Book 57, Page 273. (Southroads Mall Limited Partnership is hereinafter referred to herein as the "**Partnership**".)

F. The Lease was amended by that certain Amendment to Ground Lease (the "**Amendment**") between The Society and the Partnership dated as of April 1, 1984, and recorded in the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska on April 30, 1984, at Book 57, Page 275. (The Lease, as amended by the Amendment is hereinafter referred to as the "**Lease**".)

G. On July 30, 1992, Baer filed an action in the District Court of Nebraska in and for Sarpy County, at Docket 9268, Page 1043, to foreclose upon the lien on the Lease granted to Baer by Patrician. The Court thereafter entered a Decree finding certain amounts due and owing to Baer by Patrician, and, furthermore, that a Master Commissioner duly appointed by the Court should cause the leasehold interest in the Property under the Lease to be sold to pay the same. Pursuant to said Decree, on February 15, 1994, said Master Commissioner sold the leasehold interest in the Property under the Lease to Baer. Said sale to Baer was on February 18, 1994, confirmed by the Court, which ordered the Master Commissioner to convey the leasehold interest in the Property under the Lease to Southroads, as assignee of Baer. Said Master Commissioner did by that certain Master Commissioner's Deed dated February 18, 1994, and recorded in the Deed Records of the Register of Deeds of Sarpy County, Nebraska on February 18, 1994, as instrument number 94-03972, convey the leasehold interest in the Property under the Lease to Southroads.

H. On the date hereof, the Society has made certain loans to Southroads (the "**Loans**") secured, without limitation, by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (the "**Deed of Trust**") dated as of the date hereof, made by Southroads to Lawrence E. Kritenbrink, as Trustee, for the benefit of the Society, as Beneficiary, granting, without limitation, all of Southroads' right, title and interest in the Property under the Lease. It is a condition precedent to the making of said loans that Southroads shall assume and agree to perform, for the benefit of the Society,

94-08340B

all of the obligations of the lessee under the Lease, and to agree to certain other modifications to the terms of the Lease.

W I T N E S S E T H :

In consideration of the premises and in order to induce the Society to make the Loans, Southroads and the Society hereby agree as follows:

1. Southroads assumes and agrees to pay all rentals and all other amounts now or hereafter due and owing to the Society, as Lessor under the terms of the Lease and to perform all other obligations of the Brandeis Trust, Baer, Patrician and/or the Partnership, as Lessee under the Lease, to the Society, as Lessor under the terms of the Lease, now existing or hereafter arising under the Lease, and assumes and agrees to perform and be bound by any and all duties, agreements, covenants and restrictions of or imposed upon the Brandeis, Baer, Patrician and/or the Partnership under the Lease, all to the same extent as if Southroads had been a signatory to the Lease.

2. The Lease is hereby amended to delete Paragraph 27, added to the Lease by the Amendment. Notwithstanding any provision to the contrary contained in the Lease, the indebtedness, obligations and liabilities under the Lease shall be with full recourse to Southroads.

3. Notwithstanding any provision to the contrary contained in the Lease, any Event of Default under the terms of the Deed of Trust shall constitute a default under the terms of the Lease.

4. Notwithstanding any provision to the contrary contained in the Lease, any notice, demand, statement, request, or consent made hereunder shall be in writing and shall be deemed given when hand delivered, within three (3) days of the date sent by certified mail, return receipt requested, or the next business day after the date sent by a nationally recognized overnight courier service, to the address, as set forth above, of the party to whom such notice is to be given, or to such other address as the Society, as Lessor, or Southroads, as Lessee, shall in like manner designate in writing.

5. The Society agrees that, notwithstanding any prior default or event of default under the Lease, upon the effectiveness of this Agreement and the funding of the Loans, the Lease shall as of the date of the effectiveness of this Agreement and the funding of the Loans, be in full force and effect in favor of Southroads, as Lessee, to the same extent as if Southroads had been a signatory to the Lease and as if no default or event of default had, prior to the date of the effectiveness of this Agreement and the funding of the loans by the Society; provided, however, that notwithstanding any provision of this paragraph to the contrary, any condition or

94-08340C

event constituting a default or event of default under the Lease, existing on the date of the effectiveness of this Agreement and the funding of the Loans, which shall continue to exist subsequent to the date of the effectiveness of this Agreement and the funding of the Loans, shall after the giving of any notice or the passing of any grace period set forth in the Lease, constitute a default or event of default under the Lease.

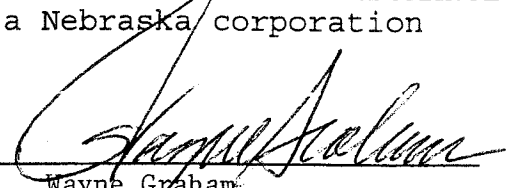
6. Except as specifically amended above, the Lease shall remain in full force and effect and are hereby ratified and confirmed.

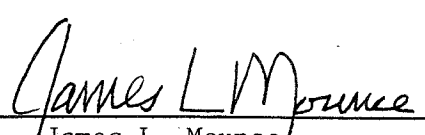
IN WITNESS WHEREOF, the undersigned have executed and delivered the above and foregoing instrument as of the date first above written.

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

By: 
Alan Baer, President

WOODMEN OF THE WORLD LIFE INSURANCE
SOCIETY, a Nebraska corporation

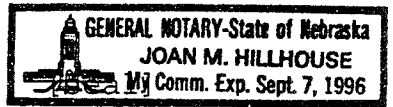
By: 
Name: Wayne Graham
Its: Executive Vice President

By: 
Name: James L. Mounce
Its: Secretary

94-08340 D

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of March, 1994, by Alan Baer, President of Southroads Shopping Center Limited Liability Company, a Delaware limited liability company, on behalf of the company.

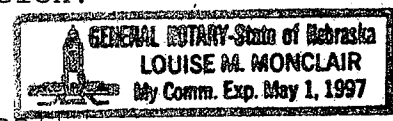


Joan M. Hillhouse
Notary Public

My commission expires: 9-7-96

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 8 day of ~~March~~ ^{April}, 1994, by Wayne Graham and James L. Mounce, the Executive Vice President and Secretary, respectively, of Woodmen of the World Life Insurance Society, a Nebraska corporation, , on behalf of the corporation.



[seal]

Louise M. Monclair
Notary Public

My commission expires: 5/1/97

94-08340 E

EXHIBIT "A"

Premises

PARCEL 1: A tract of land lying wholly within the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th P.M., in 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, and part of Lots 11 and 12, in LAWNSDALE, a Subdivision in said Section 14, All of Lots 1 and 2, and part of Lots 3, 6, and 7, in JULL'S SUBDIVISION, in said Section 14, also portions of vacated Prairie Avenue, all being more particularly described as follows:

Beginning at the intersection of the East right of way line of State Highway 73-75, and the North right of way line of Childs Road; thence North 15°20'02" West (assumed bearing), along said East right of way line of State Highway 73-75, 488.69 feet; thence continuing along said East right of way line, along a curve to the left, with a radius of 2,914.90 feet and an arc length of 462.94 feet (chord bearing North 20°21'12" West, 462.46 feet), to the intersection of said East right of way line and the South right of way line of Brewster Road; thence North 73°25'50" East along said South right of way line, 654.09 feet; thence North 60°00'48" East, continuing along said South right of way line, 354.84 feet; thence North 74°31'17" East continuing along said South right of way line 20.55 feet; thence South 00°15'35" West, 134.81 feet; thence South 88°27'10" East; 107.52 feet; thence South 00°37'45" West, 3.50 feet; thence South 88°27'10" East, 3.00 feet; thence North 00°37'45" West, 3.50 feet; thence South 88°27'10" East, 3.00 feet; thence North 00°37'45" East 3.50 feet; thence South 89°19'25" East 94.31 feet; thence South 00°09'16" West, 76.14 feet; thence North 87°15'31" East, 82.20 feet; thence South 00°54'27" West, 71.73 feet; thence North 89°11'48" West, 35.42 feet; thence South 00°15'43" West, 610.98 feet; thence North 89°45'33" West, 29.54 feet; thence South 55°03'43" West, 15.00 feet; thence South 34°56'17" East, 349.00 feet; thence South 10°19'57" East, 36.03 feet, to a point on the North right of way line of Childs Road; thence South 89°57'58" West, along North right of way line of Childs Road, 1,099.18 feet, to the Point of beginning.

EXCEPT that part thereof more particularly described as follows:

A tract of land located in Tax Lot L, in the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot L, said point also being the intersection of the East right of way line of Nebraska Highway 73-75 and the North right of way line of Childs Road; thence North 15°20'02" West, (Assumed bearing), along the East right of way line of Nebraska Highway 73-75, a distance of 13.48 feet; thence North 89°57'58" East, along a line parallel to said North right of way line of Childs Road; a distance of 588.56 feet; thence South 00°02'02" East, 13.00 feet, to a point on the North right of way line of Childs Road; thence South 89°57'58" West, along the North right of way line of Childs Road, a distance of 585.00 feet, to the

94-08340 F

Point of Beginning.

NOTE: The above premises is also described as Lot L, Clinton's Subdivision, in said Section 14, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska.

PARCEL 2: A tract of land being all of Lots 4 and 5, and parts of Lots 3, 6 and 7, in JULL'S SUBDIVISION, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska, together with the Easterly 20.00 feet of vacated Prairie Avenue adjacent to said Lots 3, 4 and 5 on the West, all being more particularly described as follows:

Commencing at the intersection of the South right of way line of Brewster Road and the East right of way line of State Highway 73-75; thence Easterly, along said South right of way line on the following Four described courses: (1) North 73°25'50" East, (assumed bearing) 654.09 feet; (2) thence North 69°00'48" East, 354.84 feet; (3) thence North 74°31'17" East, 20.55 feet; (4) thence North 75°21'07" East, 21.36 feet, to the Northwest corner of said Lot 5, and the Point of Beginning; thence North 72°56'34" East, 76.06 feet, along the North line of Lots 5 and 6; thence North 74°11'15" East, 50.36 feet, along the North line of Lot 6; thence North 72°56'54" East, 50.50 feet, along the North line of Lots 6 and 7; thence North 77°08'24" East, 14.99 feet, along the North line of Lots 7; thence South 00°09'36" West, 198.49 feet; thence North 89°19'25" West, 94.31 feet; thence South 00°37'45" West, 3.50 feet; thence North 88°27'10" West, 3.00 feet; thence North 00°37'45" East, 3.50 feet; thence North 88°27'10" West, 107.52 feet; thence North 00°15'35" East, 134.81 feet; thence North 75°21'07" East, 21.36 feet, to the Point of Beginning.

NOTE: The above premises is sometimes described as Lot A, in Jull's Subdivision, in Section 14, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Exhibit C

None