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Quadruplicate

THIS AGREEMENT made in duplicate on this 10th day of February, 1966, by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation, hereinafter called the "Owner" and ALAN BARR and J. D. DISSING, TRUSTEES OF THE E. JOHN BRANDEIS TRUST, hereinafter called the "lessee" and F. W. WOOLWORTH CO., a New York corporation, hereinafter called "Woolworth,"

WITNESSETH:

WHEREAS, the Owner by lease dated June 29, 1965 (hereinafter called "Overlease") and recorded in Book 367 on Page 35 of the Miscellaneous Records of the Register of Deeds of Sarpy County, Nebraska, leased to the Lessee a parcel of land (hereinafter called "Overlease premises"), together with the improvements thereon, located in Sarpy County, Nebraska and more particularly described in Schedule I hereof for a term of ninety-nine (99) years, commencing with July 1, 1965 and ending June 30, 2064, and

WHEREAS, the Owner is the owner in fee of the Overlease premises together with the lessor's interest in the Overlease and has full authority to execute and deliver this Agreement, and

WHEREAS, the Overlease has been at all times since its commencement date, and now is, in full force and effect and no default has occurred either in the payment of rent or in the performance of any other covenant of the Lessee thereunder, and

WHEREAS, the Lessee is about to execute and deliver to Woolworth a Sublease dated January 12, 1966 (herein called the "Sublease") of a part or all of the Overlease premises (being more particularly described in said Sublease) for a term to commence upon the delivery of possession, as in said Sublease provided, and to expire on January 31, 1982, unless sooner terminated or extended as therein provided, and

FILED FOR RECORD IN SARPY COUNTY NEBRASKA Feb 28 1966 AT 3:30 O'CLOCK P. M.
AND RECORDED IN BOOK 14 OF PAGE 274 REGISTER OF DEEDS

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WHEREAS, a copy of the said sublease has been exhibited to the Owner and the Owner is willing to consent to said sublease, and to approve the terms, covenants and conditions thereof, and the Owner, Lessee and Woolworth are willing to agree that the sublease shall remain in effect in the event the Overlease expires or comes to an end.

NOW, THEREFORE, in consideration of the premises and in order to induce Woolworth to enter into the sublease, the parties hereto mutually covenant and agree as follows:

1. The Owner hereby consents to the execution and delivery of the sublease by and between the Lessee and Woolworth.

2. The Owner agrees with the Lessee and Woolworth that no act which Woolworth or Lessee is required or permitted to do under the terms of the sublease, and no failure by Woolworth or Lessee to perform an act which act, if performed, would be a breach of the sublease, shall constitute a default under the Overlease.

3. The Lessee and Woolworth agree with the Owner that they will perform and comply with all the terms, covenants and conditions of the sublease which are binding upon them respectively. Lessee agrees with Woolworth that Lessee will perform and comply with all the terms, covenants and conditions of the Overlease which are binding upon Lessee. At the request of Woolworth, the Owner shall advise Woolworth in writing from time to time prior to the commencement of the term of the sublease, whether the Overlease continues to be in full force and effect and whether any default by Lessee has occurred thereunder.

4. The Owner and Lessee agree with Woolworth that in the event that, for any reason whatsoever, the Overlease expires

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or comes to an end during the term of the Sublease, (a) the Sublease shall remain in full force and effect, in accordance with its terms, as a direct lease with the Owner as landlord, (b) the Owner shall give Lessee and Woolworth prompt notice in writing of such event (together with essential details and dates), and (c) from and after receipt of said notice by Woolworth, the payment by Woolworth to the Owner of rental payments and other payments then due or thereafter becoming due to the landlord under the Sublease shall constitute full performance by Woolworth of all of its obligations under the Sublease with respect to such payments. The Owner, Lessee and Woolworth further agree that if the said Overlease premises or any part thereof is ever purchased by Lessee, whether pursuant to any option contained in the Overlease or otherwise, said purchase shall be subject to all rights of Woolworth under the Sublease, and the Sublease shall remain in full force and effect.

5. Wherever and whenever in this Agreement or in the Overlease, or in the Sublease, it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served upon all other parties to this Agreement. Such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by registered mail, or certified mail, addressed as follows:

To Owner at Insurance Building, Omaha, Nebraska

To Lessee at c/o J. L. Brandeis & Sons, Inc., 16th and Douglas Streets, Omaha, Nebraska

To Woolworth at 3316 West 66th Street, Edina 10, Minneapolis

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(with a copy thereof to 233 Broadway, New York, N. Y. (Executive Office). Such addresses may be changed from time to time by either party by serving notices as above provided.

6. The obligations of the parties hereto shall, from and after the execution and delivery hereof, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument all as of the day and year first above written.

In Presence Of:

George Yeager
[Signature]

ATTEST:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

By [Signature] President

[Signature] Secretary

E. JOHN BRANDEIS TRUST

By [Signature] Trustee

By [Signature] Trustee

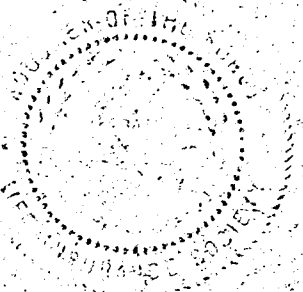
LESSEE

[Signature]

F. W. WOOLWORTH CO.

By [Signature] Vice President

Attest: [Signature] Secretary



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ACKNOWLEDGMENTS

TENANT

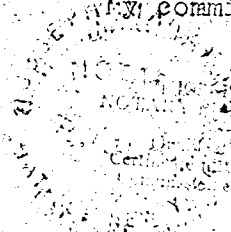
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 7 day of February, 1966, before me, a Notary Public in and for said county, personally came the above named R. C. [unclear] and [unclear], Vice President and Asst. Secretary respectively of F. W. WOOLWORTH CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Asst. Secretary of said corporation, and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

[Signature]
Notary Public

My commission expires:



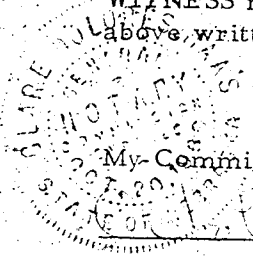
STATE OF NEBRASKA))
)) ss
COUNTY OF DOUGLAS))

On this 11th day of January, 1966, 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 F. 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.

[Signature]
Notary Public

My Commission Expires:



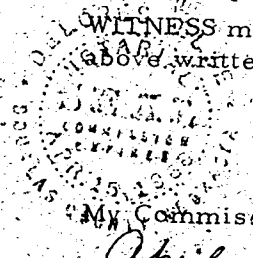
STATE OF NEBRASKA))
)) ss
COUNTY OF DOUGLAS))

On this 22nd day of February, 1966, before me, the undersigned Notary Public in and for said County, personally came W. H. Martin and Nick T. Newberry, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as President and Secretary, respectively, of the Woodmen Of The World Life Insurance Society, and they acknowledged said instrument to be their voluntary act and deed as such Officers of said Society.

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

[Signature]
Notary Public

My Commission Expires:



April 15, 1966

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EXHIBIT-A

**THE SOUTHROADS SHOPPING CENTER
SARPY COUNTY, NEBRASKA**

Description of Premises Leased from Woodmen of the World Life Insurance Society

A tract of land lying wholly within the Southwest Quarter (S.W. $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, 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 point of intersection of the northerly right of way line of Child's Road and the southwesterly right of way line of Prairie Avenue; thence S 90° 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 line 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 tract of land contains 27.06 acres more or less.