

36-66

THIS AGREEMENT made and entered into this 22nd day of September, 1965, by and between WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, a Nebraska corporation, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter called "Woodmen") and J. C. PENNEY COMPANY, INC., a Delaware corporation, with offices at 1301 Avenue of the Americas, New York, N. Y., 10019 (hereinafter called "Penney").

W I T N E S S E T H:

WHEREAS, Woodmen is the owner and holder of a certain promissory Note dated September 1, 1965, in the principal sum of Seven Million Two Hundred Twenty Thousand and 00/100----- (\$7,220,000.00) Dollars and of a certain Mortgage of even-date with and securing the said Note, recorded on September 2, 1965, in Book 158 Mortgages, and Page 269 Official Records of Sarpy County now a first lien upon the premises more particularly demised and described in that certain lease dated as of May 3, 1965 by and between Alan Baer and J. D. Diesing of the E. John Brandeis Trust, as Lessor and Penney, as Lessee, (hereinafter called "lease"), and

WHEREAS, as a condition of its execution of the lease, Penney required the execution and delivery of a Non-disturbance Agreement by and between Woodmen and Penney.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto do hereby mutually agree as follows:

1. Penney acknowledges that the lease is subject and subordinate in all respects to the aforesaid first mortgage held by Woodmen.

- 1 -

FILED FOR RECORD IN SARPY COUNTY NEBR. 22nd 1965 AT 4 O'CLOCK AM
AND RECORDED IN BOOK 36 OF 158 PAGE 269 REGISTER OF DEEDS

36-67

2. Woodmen hereby agrees that so long as Penney shall not be in default under the lease or if Penney is in such default as long as Penney's time to cure such default shall not have expired, the lease shall not be terminated or modified in any respect whatsoever nor the rights of Penney thereunder be affected in any way should said first mortgage be foreclosed or any other action instituted in connection with said first mortgage and that Penney shall not be named as a defendant in any foreclosure action or proceeding which may be instituted by the holder of such first mortgage.

3. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed the day and year first above written.

J. C. PENNEY COMPANY, INC.

By [Signature]
Vice-President

Attest: [Signature]
Asst. Secretary

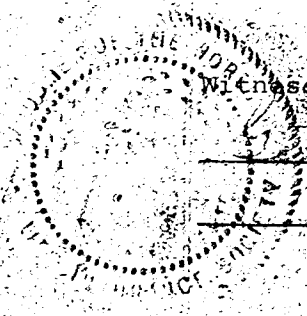
WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

By [Signature]
President

Attest: _____
Treasurer Secretary

Witnesses:
[Signature]
[Signature]

Witnesses:
[Signature]
[Signature]



36-68

STATE OF _____ } ss.:
COUNTY OF _____

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

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

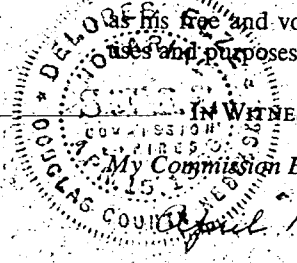
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

STATE OF NEBRASKA } ss.:
COUNTY OF DOUGLAS

On this the 22nd day of September, 1965, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared W. H. Martin, residing at 420 Fairacres Road, Omaha, Nebraska, to me known and known to me to be President of WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.



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

My Commission Expires:

April 15, 1966

Robert Edge
Notary Public

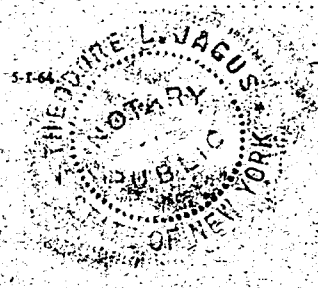
STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

On this the 27th day of September, 1965, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared *Walter L. Moore*, residing at *Levittown, New York*, to me known and known to me to be a Vice-President of J. C. PENNEY COMPANY, INC., one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of said corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Theodore L. Jagus
Notary Public



THEODORE L. JAGUS, NOTARY PUBLIC
State of New York, No. 03-7967535
Qualified in Bronx County
Cert. Filed in New York County
Commission Expires March 30, 1966