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MULTI-PARTITE AGREEMENT

WHEREAS, NEW YORK LIFE INSURANCE COMPANY (Mortgagee) is the mortgagee of the real estate located in Douglas County, Nebraska more particularly described in that certain Mortgage recorded in Book 1802, Page 297 of the Mortgage Records of Douglas County, Nebraska (hereinafter called "the Real Estate"); and

WHEREAS, L. J. NEWMAN and JUDITH NEWMAN, his wife, (Newmans) are the owners in fee simple of the Real Estate; and

WHEREAS, Newmans are the Lessor under a certain lease of the Real Estate under which U.S.I.F. 34TH STREET CORP. (U.S.I.F.) is the successor in interest to the Lessee's interest (hereinafter called "the Ground Lease"); and

WHEREAS, U.S.I.F. is the landlord under that certain sublease (hereinafter called "the Ground Sublease") whereby it sublet to DOUGLAS DEVELOPMENT COMPANY (Douglas) the Real Estate, the Ground Sublease being dated February 1, 1971; and

WHEREAS, Douglas has sublet a portion (hereinafter called "The Premises") of the Real Estate to W. T. GRANT COMPANY (Grant) under a sublease dated January 17, 1969 (hereafter supplemented and amended), which sublease with supplements and amendments thereto is hereinafter called "the Grant Lease; and

WHEREAS, Grant desires to assign its interest in the Grant Lease to 84TH & CENTER CORP. (84th) and 84th desires to accept such assignment; and

WHEREAS, 84th intends to subdivide The Premises and sublet all or part of The Premises to various subtenants;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the undertakings of the parties herein, the receipt and sufficiency of which are acknowledged by each of the parties hereto, it is covenanted and agreed as follows:

*Handwritten initials*

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1. Mortgagee, Douglas, Newmans and U.S.I.F. each hereby agree that, upon completion of such assignment, and thereafter during the entire term of the Grant Lease, and each extended term, the fixed annual rent to be paid by the Tenant under the Grant Lease shall be One Hundred Eighty Three Thousand One Hundred Twenty Nine and 62/100 Dollars (\$183,129.62), that such amount shall be the total rent payable annually by the Tenant under the Grant Lease, and that no percentage or other rent shall be owed or payable thereunder, either pursuant to the provisions of Paragraph 4 or Paragraph 28 of the Lease or otherwise.

2. Mortgagee, Douglas, U.S.I.F., Newmans, 84th and Grant or its successors or assigns each agree that in the event of the exercise by 84th of any option to extend the term of the Grant Lease, Grant shall have no liability for the payment or performance of any of the obligations under the Grant Lease during any such extended term, and Mortgagee, Douglas, U.S.I.F. and Newmans each waive all right of recovery from Grant ~~for defaults in the obligations of Tenant under the Grant Lease~~ occurring during such extended terms.

3. Douglas hereby waives the requirement of the giving of notice by Grant of such assignment to 84th, as provided for in Paragraph 12(c) of the Grant Lease, and waives its right to cancel and terminate the Grant Lease as provided for in said Paragraph 12(c) of the Grant Lease by virtue of such assignment.

4. Grant agrees that, except as hereinabove provided, Grant shall remain fully and primarily liable for the performance and payment of all obligations of the Tenant under the Grant Lease.

5. So long as 84th is not in default under the Grant Lease (beyond any period given to cure such default) in the performance of any of the terms, covenants or conditions of said Grant Lease on the tenant's part to be performed, Mortgagee will not join 84th as a party defendant in or to any action or proceeding for the purpose of terminating 84th's interest and estate under the Grant Lease, and will not disturb or deprive 84th in or of its possession of The Premises under the Grant Lease, and the Grant Lease shall continue in full force and effect until terminated pursuant to the terms thereof. In the event for any reason the Grant Lease is terminated for reasons other than

a default by 84th or expiration of the term thereof, and in the event Mortgagee is then the owner of or in possession of The Premises for any reason whatsoever, a new lease, containing all the terms and provisions of the Grant Lease, shall be deemed to have arisen and been entered into between Mortgagee and 84th, without the need for execution of further documents, and Mortgagee and 84th shall thereafter/stand in the position of Landlord and Tenant under said new lease, and upon request of either party, a written lease in the exact form of the Grant Lease (except for those provisions no longer applicable) shall be executed by Mortgagee and 84th.

6. So long as any subtenant of 84th under a sublease between it and 84th is not in default under such sublease (beyond any period given to cure such default) in the performance of any of the terms, covenants and conditions of said sublease on the subtenant's part to be performed, Mortgagee will not join such subtenant as a party defendant in or to any action or proceeding for the purpose of terminating such subtenant's interest and estate under such sublease, and will not disturb or deprive such subtenant of its possession of the portion of The Premises leased by it under such sublease, and such sublease shall continue in full force and effect until terminated pursuant to the terms thereof.

7. Newmans, U.S.I.F. and Douglas each agree, each for itself only, that so long as 84th is not in default in the payment of rent or the performance of any of the terms, covenants and conditions of the Grant Lease on the Tenant's part to be performed thereunder, 84th's possession of The Premises and its rights and privileges under the Grant Lease, or any renewal thereof, shall not be disturbed, diminished or interfered with by U.S.I.F., Newmans, or Douglas, as the case may be, and the Grant Lease shall continue in full force and effect until terminated pursuant to the terms thereof. In the event for any reason the Grant Lease is terminated for reasons other than a default by 84th or expiration of the

term thereof, a new lease, containing all the terms and provisions of the Grant Lease, shall be deemed to have arisen and been entered into between 84th and that one of Newmans, U.S.I.F. or Douglas whose interest in the Real Estate then exists and is junior to the interest of the other of them but is senior to the interest of 84th, without the need for execution of further documents, and 84th and such other party shall thereafter stand in the position of Tenant and Landlord, respectively, under said new lease, and upon request of either party, a written lease in the exact form of the Grant Lease (except for those provisions no longer applicable) shall be executed by 84th and such party, and such new lease shall thereafter, for purposes of this Agreement, be deemed to be the Grant Lease.

8. So long as any subtenant of 84th under a sublease entered into between such subtenant and 84th is not in default under such sublease (beyond any period given to cure such default) Newmans, U.S.I.F. and Douglas each agree, each for itself only, that it shall not disturb or deprive such subtenant in or of its possession or right to possession under said sublease with 84th of that portion of The Premises sublet to such subtenant under such sublease, and if all interests in the Real Estate junior to its interest but senior to that of such subtenant are extinguished, each agrees, for itself only, that it shall stand in the position of Landlord to such subtenant under the terms of such sublease and that such sublease shall continue in full force and effect until terminated pursuant to the terms of said sublease.

9. 84th hereby, and each subtenant of 84th by executing a sublease with 84th, agrees that it shall attorn to that one of Mortgagee, Newmans, U.S.I.F. or Douglas who stands in the position of Landlord to it, and to recognize that party as its landlord under such sublease. However, upon request of the party which stands in the position of landlord to it, each subtenant shall execute

an instrument in form reasonably satisfactory to the requesting party, under which such subtenant agrees to attorn to the requesting party. Each party who becomes Landlord to 84th or any subtenant shall agree to be bound as Landlord until the resale or other disposition by it of its interest in The Premises.

10. 84th, and each subtenant of 84th, hereby waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect its leasehold interest in The Premises and its obligations related thereto by reason of the termination of any leasehold interest senior to its leasehold interest or any foreclosure proceeding.

11. This Agreement may not be altered, modified or amended except in writing signed by all the parties hereto at that time owning interests in the Real Estate.

12. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

13. This Agreement may be executed in one or more counterparts and each counterpart may be executed by one or more of the parties hereto. The execution of at least one counterpart by each party, so that all parties have executed one or more counterparts, shall constitute a completed document.

EXECUTED this 24<sup>th</sup> day of June, 1975.

NEW YORK LIFE INSURANCE COMPANY

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
L. J. Newman

\_\_\_\_\_  
Judith Newman

U.S.I.F. 34TH STREET CORP.

ATTEST:

By: \_\_\_\_\_

ATTEST:

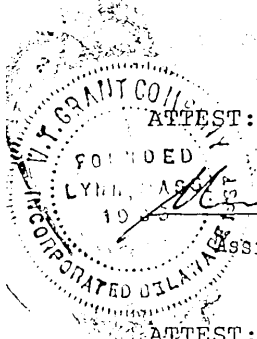
DOUGLAS DEVELOPMENT COMPANY

By: [Signature]

W. T. GRANT COMPANY

By: [Signature]

Vice President



[Signature]  
Assistant Secretary

ATTEST:

84TH & CENTER CORP.

By: [Signature]

[Signature]

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came \_\_\_\_\_ of NEW YORK LIFE INSURANCE COMPANY, a corporation, Mortgagee herein, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_, Notary Public  
My commission expires: \_\_\_\_\_

STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came L. J. NEWMAN and JUDITH NEWMAN, husband and wife, known to me to be the persons whose names are affixed to the foregoing instrument acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_, Notary Public  
My commission expires: \_\_\_\_\_

STATE OF )  
 ) SS:  
COUNTY OF )

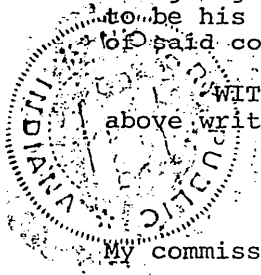
On this \_\_\_\_\_ day of \_\_\_\_\_, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came \_\_\_\_\_ of U.S.I.F. 34TH STREET CORP., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_, Notary Public  
My commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

On this 4th day of August, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came HERBERT SIMON of DOUGLAS DEVELOPMENT COMPANY, a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.



WITNESS my hand and Notarial Seal the day and year last above written.

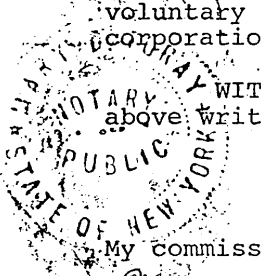
Diana L. Stump  
DIANA L. STUMP, Notary Public

My commission expires:

9-5-78

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

On this 27th day of June, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came R. A. Brown of W. T. GRANT COMPANY, a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.



WITNESS my hand and Notarial Seal the day and year last above written.

Mary D. Foray  
, Notary Public

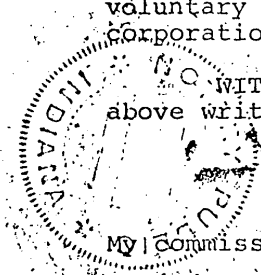
My commission expires:

March 30, 1977

MARY D. FORAY  
Notary Public, State of New York  
No. 41-1270200, Qualified in Queens Co.  
Cert. filed in New York County  
Commission Expires March 30, 1977

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

On this 4th day of August, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came HERBERT SIMON of 84TH & CENTER CORP., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.



WITNESS my hand and Notarial Seal the day and year last above written.

Diana L. Stump  
DIANA L. STUMP, Notary Public

My commission expires:

9-5-78



PARCEL I

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BOOK 560 PAGE 341

All of Lots 1 to 6 inclusive and Lots 28 to 38 inclusive, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, but excepting therefrom the following portions of said Lots 36, 37 and 38:

Beginning at the NE corner of said Lot 37, being a point 50 feet South and 50 feet West of the NE corner of the NE $\frac{1}{4}$  of Section 34, Township 15 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, and the SW corner of the Intersection of 84th Street and West Center Road; thence South along the West line of 84th Street 317 feet to a point; thence West 343 feet to a point; thence North 317 feet more or less to a point on the South line of West Center Road; thence East along the said South line of West Center Road 343 feet more or less to the point of beginning.

PARCEL II

A tract of land located in the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34, Township 15 North, Range 12 East of the 6th P.M. bounded and described as follows:

Beginning at the SW corner of Lot 6, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska; thence South along a line which is the East line of Lot 7, Rainbow Replat II, an Addition to the City of Omaha, Douglas County, Nebraska, a distance of 37.2 feet to a point; thence East along a line parallel to the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to a point which is the SW corner of Lot 28, Marshall and Pahl Addition, thence North along the West line of said Lot 28, Marshall and Pahl Addition, a distance of 37.2 feet to a point; thence West along a line which is the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to the point of beginning.

PARCEL III

A tract of land located in the North half of the Northeast Quarter of the Northeast Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M. bounded and described as follows:

Beginning at the Northeast corner of Lot 1, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, as originally platted and recorded; thence North 89 degrees 43 minutes 20 seconds East a distance of 50.00 feet; thence South 00 degrees 05 minutes 10 seconds West a distance of 609.93 feet; thence South 89 degrees 50 minutes 30 Seconds West a distance of 50.00 feet; thence North 00 degrees 05 minutes 10 seconds East a distance of 609.73 feet to the point of beginning.

APPURTENANT EASEMENT RIGHTS

TOGETHER WITH: Appurtenant easement rights over certain "Common Areas" contained in the property described below, for parking, driving, service areas and access ways, as contained in Easement and Agreement, dated and filed March 3, 1969 in Book 474 at Page 159 of the...

Miscellaneous records of Douglas County, Nebraska; amended by Amended Easement and Agreement dated August 25, 1969 and filed January 23, 1970 in Book 485 at Page 447 of the Miscellaneous records of Douglas County, Nebraska; and further amended by First Amendment to Amended Easement and Agreement dated December 12, 1969 and filed January 22, 1970 in Book 485 at Page 467 of the Miscellaneous Records of Douglas County, Nebraska.

A portion of Lots 36, 37 and 38, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, bounded and described as follows: Beginning at the NE corner of said Lot 37, being a point 50 feet South and 50 feet West of the NE corner of the NE $\frac{1}{4}$  of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska and the SW corner of the Intersection of 84th Street and West Center Road; thence South along the West line of 84th Street 317 feet to a point; thence West 343 feet to a point; thence North 317 feet more or less to a point on the South line of West Center Road; thence East along said South line of West Center Road 343 feet more or less to the point of beginning.

PARCEL I, PARCEL II and PARCEL III are subject to easements, highways and rights-of-way as shown upon survey of F. W. Mann & Associates dated November 17, 1970 and revised January 8, 1971 and January 27, 1971, and the following described Easements: Easements described in Easement and Agreement dated and filed March 3, 1969, in Book 474 at Page 159 of the Miscellaneous Records of Douglas County, Nebraska, amended by Amended Easement and Agreement dated August 25, 1969 and filed January 22, 1970 in Book 485 at Page 447 of the Miscellaneous Records of Douglas County, Nebraska, and further amended by First Amendment to Amended Easement and Agreement dated December 12, 1969 and filed January 22, 1970 in Book 485 at Page 467 of the Miscellaneous Records of Douglas County, Nebraska.

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

21 DAY OF Jan 1976 AT 3:43 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

34.50