

1999-34714
E-11-15-99

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#1671 La Vista, NE

THIRD AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT is made this 24th day of March, 1999 between BRENTWOOD CROSSING ASSOCIATES, of 1001 Cherry St. Crossing, Ste. 308 Columbia, MO 65201 (hereinafter called "Lessor"), and WAL-MART REAL ESTATE BUSINESS TRUST (hereinafter "Lessee") of 702 S.W. 8th Street, Bentonville, Arkansas 72716, c/o Wal-Mart-Mart Realty, Realty Management 2001 S.E. 10th St. Bentonville, AR 72712-9384 as successor in interest to Wal-Mart Stores, Inc., ("Wal-Mart") by virtue of an assignment dated October, 31, 1996.

WITNESSETH:

WHEREAS, Lessor and Wal-Mart entered into a Lease Agreement dated the 19th day of December, 1991, and modified by a First Amendment dated January 8, 1993, and further modified by a Second Amendment to Lease Agreement dated June 25, 1998 ("the Lease"); and

WHEREAS, the parties are now desirous of making certain amendments, changes and alterations to said Lease Agreement to reflect accurately their intents and wishes.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Subsection (B) of paragraph 6 of the Lease is hereby deleted in its entirety, and shall be replaced with the following language:

B. Other buildings in the Shopping Center shall be used for financial institutions, service shops, offices and retail stores selling retail merchandise normally carried in other shopping centers. No cafeteria or restaurant shall occupy space within the shopping center, except there may be built on Outparcel D, shown on Exhibit A attached herein, a restaurant which may sell or serve alcoholic beverages, as long as said sale or service of alcohol is only incidental to the restaurant's primary business. Lessor recognizes that said business might inconvenience Lessee's customers and adversely affect Lessee's business. Notwithstanding anything contained herein to the contrary, Lessee its successors or assigns may lease, build, construct and/or operate an Automatic Teller Machine ("ATM") within the Wal-Mart tax parcel. Any proceeds Wal-Mart receives from such ATM shall be excluded from gross sales. All work related to the leasing, building, construction and/or operation of the ATM shall be made in accordance with the requirements of local ordinances and public authorities having jurisdiction thereover.

except for any such uses which currently exist and have previously been approved by Wal-Mart and

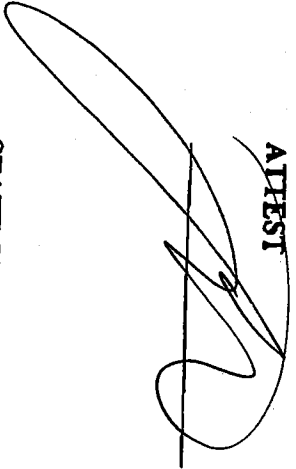
Brentwood Crossing Associates II, successor in interest to

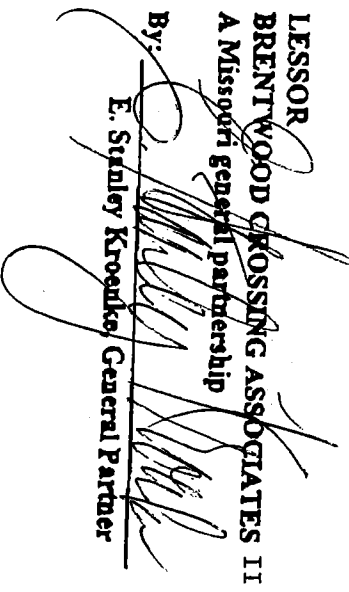
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Except as hereby modified and amended, all other terms, covenants, and conditions of said Lease dated August 31, 1987, shall continue and remain without change.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Lease Agreement on the day and year first hereinabove written.



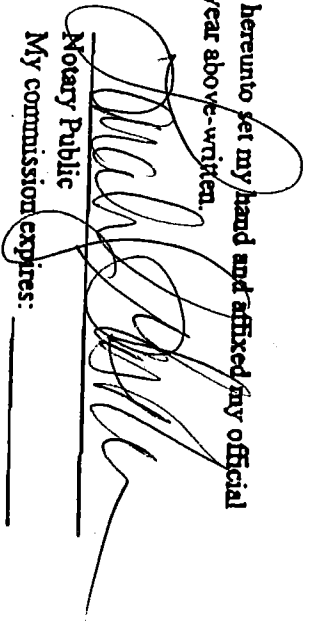
LESSOR
BRENTWOOD CROSSING ASSOCIATES II
A Missouri general partnership
By: 
E. Stanley Kroenke, General Partner

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)
) II

On this 24th day of March, 1999, before me, a notary public in the county and state aforesaid, personally appeared E. Stanley Kroenke, General Partner of Brentwood Crossing Associates, a Missouri general partnership, and acknowledged to me that he has executed this document on behalf of said partnership as the free act and deed of said partnership, and pursuant to the authority vested in him to execute this document by said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Missouri the day and year above-written.

"NOTARY SEAL"
Sarah J. Gessler, Notary Public
Boone County, State of Missouri
My Commission Expires 5/12/2002


Notary Public
My commission expires: _____



LESSEE
WAL-MART REAL ESTATE BUSINESS TRUST
Delaware business trust

ATTEST

By: *[Signature]*

Anthony L. Fuller, Vice President

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

On this 24th day of March, 1999, before me, a notary public in the county and state aforesaid, personally appeared Anthony L. Fuller, who is the Vice President of Wal-Mart Real Estate Business Trust, a Delaware business trust, successor in interest to Wal-Mart Stores, Inc., a Delaware corporation, and acknowledged to me that he has executed this document on behalf of said business trust as the free act and deed of said business trust, and pursuant to the authority vested in him to execute this document by said business trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Arkansas the day and year above-written.

Margaret C. Pauls
Notary Public
My commission expires: 12/01/2008

For Leasing Information Contact:
The Kroenke Group (573)449-8323

Brentwood Crossing
La Vev, Missouri

EXHIBIT "A"

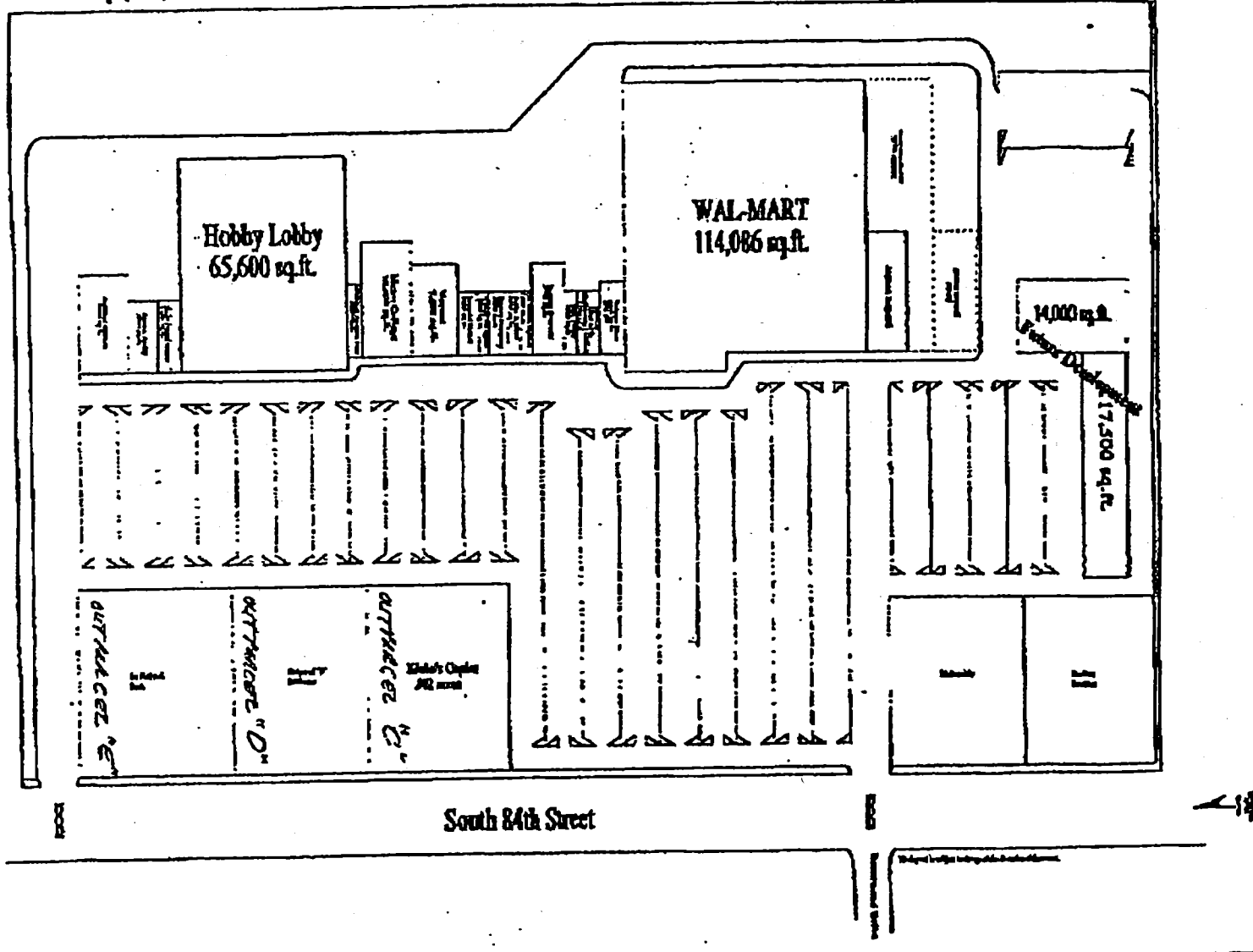


EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of LaVista, in Sarpy County, Nebraska.

LANDLORD ESTOPPEL CERTIFICATE
AND CERTIFICATION

Brentwood Crossings Market Center ("Landlord"), a Missouri general partnership, is the Landlord under that certain Ground Lease-Shopping Center dated as of May 12, 1999 (the "Lease") with Sydran Food Services III, L.P. as Tenant.

Landlord hereby certifies to Commonwealth Land Title Insurance Company that (i) no default has occurred under the Lease, (ii) the leasehold estate created by the Lease is in full force and effect and (iii) the Lease has not been modified or amended.

Brentwood Crossing Associates,
a Missouri general partnership
d/b/a Brentwood Crossings Market Center

ESK Properties, LLC
its general partner

By: 
Title: _____
Date: _____