

Dan J. [Signature]
REGISTER OF DEEDS
1998 FEB -3 P 1:03

\$30.50

INST. NO 98

004491

BOOK No
COCR 1
INDEXED
FILED
[Signature]

N 1
Long 308 50

C 75675
7

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into as of the 1st day of February, 1998, by and between EUSTIS ASSOCIATES, a Delaware general partnership (the "Seller") and EUSTIS ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership (the "Purchaser").

WITNESSETH:

WHEREAS, Seller has contemporaneously herewith conveyed to Purchaser certain improved real property located in Lincoln, Lancaster County, Nebraska, being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), and desires to assign all of its right, title and interest in and to that certain lease agreement by and among Seller, as landlord, and Kmart Corporation, as tenant, dated as of October 5, 1992, as amended by that certain First Amendment to Lease dated October 12, 1993, and further amended by that certain Second Amendment to Lease dated January 23, 1998 and further set forth in that certain First Amended and Restated Memorandum of Lease, dated October 12, 1993, and filed as Instrument Number 93-47551, Lancaster County, Nebraska, and relating to Kmart Store number 7550 (the "Improvements") located upon the Property (collectively, the "Tenant Lease");

NOW, THEREFORE, in consideration of TEN AND NO/100 (\$10.00) DOLLARS in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller does hereby assign, transfer and set over to Purchaser all of Seller's rights, benefits and privileges as "Landlord" under the Tenant Lease, including, but not limited to, any and all unapplied prepaid rentals in accordance with the provisions of the Tenant Lease.
2. (A) Seller agrees to defend, protect, indemnify and hold Purchaser harmless from and against any and all losses, costs, expenses, claims and liabilities of whatever kind or nature, including reasonable attorney's fees and costs of litigation which Purchaser may incur, suffer or sustain, resulting by reason of Seller's failure to perform any of the obligations of landlord under the Tenant Lease arising prior to and including the date hereof.
- (B) Purchaser agrees to defend, protect, indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims and liabilities of whatever kind or nature, including reasonable attorney's fees and costs of litigation which Seller may incur, suffer or sustain resulting by reason of Purchaser's failure to perform any of the obligations of landlord arising under the Tenant Lease after the date hereof.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

SELLER:

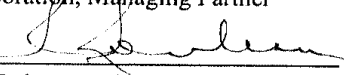
EUSTIS ASSOCIATES, a
Delaware general partnership

By: Sofran Old Properties, a
Delaware general partnership, General Partner

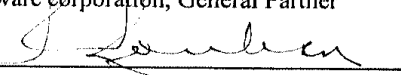
By: Robert Rouleau Investments (U.S.)
Ltd., a Delaware corporation,
Managing Partner

By: 
Robert Rouleau, President

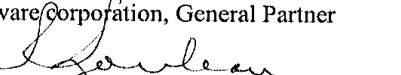
By: Norpet Properties, Inc., a Georgia
corporation, Managing Partner

By: 
Robert Rouleau,
Assistant Vice President

By: Norpet (Inverness) Inc., a
Delaware corporation, General Partner

By: 
Robert Rouleau,
Assistant Vice President

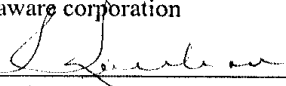
By: Rolyn (Inverness) Inc., a
Delaware corporation, General Partner

By: 
Robert Rouleau, President

PURCHASER:

EUSTIS ASSOCIATES LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Eustis, Inc., a
Delaware corporation

By: 
Robert Rouleau, President

STATE OF FLORIDA
COUNTY OF DUVAL

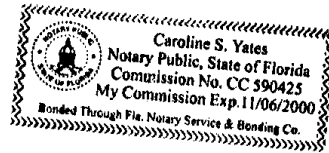
The foregoing instrument was acknowledged before me on January 22nd, 1998, by Robert Rouleau as President of Robert Rouleau Investments (U.S.) Ltd., a Delaware corporation, and as Assistant Vice President of Norpet Properties, Inc., a Georgia corporation, Managing Partners of Sofran Old Properties, a Delaware General Partnership, General Partner of Eustis Associates, and as Assistant Vice President of Norpet (Inverness) Inc., a Delaware corporation, General Partner of Eustis Associates, and as President of Rolyn (Inverness) Inc., a Delaware corporation, General Partner of Eustis Associates, all on behalf of Eustis Associates, a Delaware General Partnership.

Caroline S. Yates
Notary Public

My Commission Expires:

November 6, 2000

(NOTARIAL SEAL)



STATE OF FLORIDA
COUNTY OF DUVAL

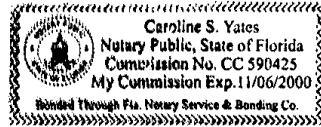
The foregoing instrument was acknowledged before me this 22nd day of January, 1998, by Robert Rouleau, President of Eustis, Inc., a Delaware corporation, which is a partner of Eustis Associates Limited Partnership, a Delaware limited partnership on behalf of said corporation and said limited partnership.

Caroline S. Yates
Notary Public

My Commission Expires:

November 6, 2000

(NOTARIAL SEAL)



NTA@10/1

EXHIBIT "A"

Legal Description

Lot 1, Cornhusker Crossing, 1st Addition, Lincoln, Lancaster County, Nebraska.

NTIOWS