



**THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

*MPC*  
Seyfarth Shaw LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, Illinois 60603  
Attention Gregg M Dorman

Property See Exhibit "X" attached hereto

Parcel ID 17-07-310-001-000 and  
17-07-309-002-000

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Above space reserved for Register of Deeds

**SECOND AMENDMENT TO MEMORANDUM OF LEASE**

**THIS SECOND AMENDMENT TO MEMORANDUM OF LEASE** (this "**Second Amended MOL**") is made and entered into as of the 1<sup>st</sup> day of December, 2014, by and between **EUSTIS ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership, having an address at 5500 Ave Royalmount, Suite 300, Montreal, Quebec Canada H4P 1H7 ("**Landlord**"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having an address of 2455 Paces Ferry Road N W , Atlanta, Georgia 30339 ("**Tenant**").

Preliminary Statements

A. Landlord's predecessor-in-interest, 27th Street Associates, LTD , as landlord, and Kmart Corporation ("**Kmart**"), as tenant, entered into that certain Lease dated as of October 5, 1992 (the "**Original Lease**"), as evidenced, amended and assigned pursuant to that certain (i) Memorandum of Lease dated October 5, 1992, (ii) First Amendment to Lease dated October 12, 1993, (iii) First Amended and Restated Memorandum of Lease dated October 12, 1993 (the "**MOL**"), (iv) Second Amendment to Lease dated January 23, 1998, recorded as instrument number 98-3286 in the Office of the Register of Deeds for Lancaster County, Nebraska (the "**Second Amendment**"), and (v) Lease Assignment and Assumption Agreement between Kmart and Tenant dated May 5, 2003 (the Original Lease as so evidenced, amended and assigned is sometimes collectively referred to herein as the "**Lease Agreement**").

B. Landlord and Tenant are executing a Third Amendment to Lease dated of even date herewith (the "**Third Amendment**" which, together with the Lease Agreement is sometimes collectively referred to herein as the "**Lease**"). Capitalized terms used herein that are defined in the Lease shall have the same meanings herein as are ascribed to such terms in the Lease unless otherwise defined herein or the context dictates otherwise. The Third Amendment, among other things, (i) provides a revised description of the Demised Premises, (ii) extends the initial Term of the Lease, and (iii) requires the execution of this Second Amended MOL, including the Lender's Consent and Subordination attached hereto.

**NOW, THEREFORE**, in consideration of the foregoing preliminary statements, the mutual covenants and agreements contained herein and in the Lease, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to modify the MOL as follows

1 **Demised Premises** The Demised Premises under the Lease is hereby amended to consist of two parcels of land comprised of approximately twenty-one and ninety-five one-hundredths (21 95) acres of land together with the improvements located thereon as more particularly described on **Exhibit "X"** attached hereto and incorporated herein and more particularly shown on **Exhibit "Y"** attached hereto and incorporated herein

2. **Term** The initial Term of the Lease is hereby extended for an additional fifteen (15) years through and including October 31, 2033, subject to Tenant's further right to extend the Term for up to ten (10) successive options to extend the Term for additional periods of five (5) years each

3 **Signs** Section 4 of the MOL is hereby amended to substitute the words "Home Depot" for the reference to "Kmart "

4 **Counterparts.** This Second Amended MOL may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement

6 **Amendment.** Except as amended in this Second Amended MOL, all of the terms and provisions set forth in the MOL are hereby reaffirmed, ratified, confirmed and approved in their entirety and shall remain in full force and effect

7 **Conflict.** In the event of any conflict or inconsistency between the terms and conditions of this Second Amended MOL and the terms and conditions of the MOL, the terms and conditions of this Second Amended MOL shall in all instances govern and control

8 **Purpose.** The MOL, as amended herein, has been prepared for the purposes of recording a notification as to the existence of the Lease but in no way modifies the express and particular provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of the MOL, as amended herein, the terms of the Lease shall govern and control

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Second Amended MOL as of the day and year first above written.

LANDLORD: **EUSTIS ASSOCIATES LIMITED PARTNERSHIP,**  
a Delaware limited partnership

By: Eustis, Inc., a Delaware corporation,  
its General Partner

By:   
Norman Zavalkoff, Vice President

STATE OF Georgia )  
COUNTY OF Fulton ) SS.

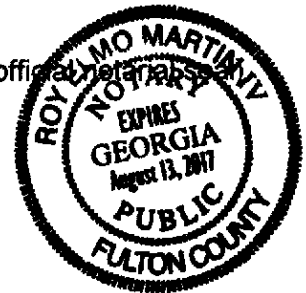
I, Roy E. Martin, a Notary Public in and for said County in the State aforesaid, do hereby certify that Norman Zavalkoff, Vice President of Eustis, Inc., a Delaware corporation, General Partner of Eustis Associates Limited Partnership, a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of December, 2014.

  
Notary Public

My Commission Expires: 8/13/2017

(This area for official notary use)



[Signatures Continue on Next Page]

TENANT.

**HOME DEPOT U.S.A., INC.,**  
a Delaware corporation

By [Signature]  
Print Name Jessica Borgert  
Title Senior Corporate Counsel

STATE OF GEORGIA

COUNTY OF COBB

On December 18, 2014, before me, a notary public in and for said state, personally appeared Jessica Borgert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, executed the instrument

WITNESS my hand and official seal

[Signature]  
Notary Public

My commission expires 7-23-2018

(This area for official notarial seal)

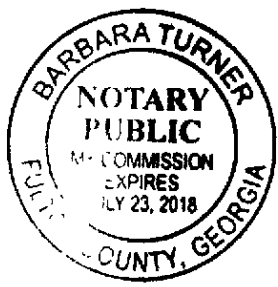


EXHIBIT "X"

Legal Description

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PARCEL 1:

A TRACT OF LAND COMPOSED OF LOT 1, CORNHUSKER CROSSING 3RD ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE MOST NORTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1240.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 1 ON A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 07 DEGREES 51 MINUTES 32 SECONDS, AN ARC DISTANCE OF 779.03 FEET, A RADIUS OF 5679.58 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 04 MINUTES 46 SECONDS WEST AND A CHORD LENGTH OF 778.42 FEET TO AN EAST CORNER OF SAID LOT 1; THENCE SOUTH 22 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 108.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 53 MINUTES 24 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 265.14 FEET TO A SOUTH CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 13 MINUTES 03 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 37.40 FEET TO A SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 47 MINUTES 43 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, A DISTANCE OF 402.34 FEET TO A SOUTH CORNER OF SAID LOT 1; THENCE SOUTH 28 DEGREES 59 MINUTES 14 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 263.04 FEET TO A SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER HIGHWAY; THENCE SOUTH 88 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, SAID LINE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER HIGHWAY, A DISTANCE OF 126.73 FEET TO A SOUTH CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 37 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 259.75 FEET TO A SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 44 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG A SOUTHWESTERLY LINE OF SAID LOT 1, SAID LINE BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CORNHUSKER HIGHWAY, A DISTANCE OF 58.95 FEET TO A SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 824.16 FEET TO A WEST CORNER OF SAID LOT 1; THENCE NORTH 44 DEGREES 57 MINUTES 32 SECONDS EAST, ALONG A NORTHWESTERLY LINE OF SAID LOT 1, SAID LINE BEING A SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 35.39 FEET TO A NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1, SAID LINE BEING A SOUTH RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 11.95 FEET TO A WEST CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 80.01 FEET TO A NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH LINE OF LOT 2, CORNHUSKER CROSSING; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1, SAID LINE BEING THE SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING, A DISTANCE OF 180.00 FEET TO A WEST CORNER OF SAID LOT 1, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING, A DISTANCE OF 246.67 FEET TO A WEST CORNER OF SAID LOT 1, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING, THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 1, SAID LINE BEING THE NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING, A DISTANCE OF 218.95 FEET TO A WEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 119.17 FEET TO THE POINT OF BEGINNING;

EXHIBIT "X"

Legal Description

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LESS AND EXCEPT:

LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A SOUTHWEST CORNER OF LOT 1, CORNHUSKER CROSSING 3<sup>RD</sup> ADDITION, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 70.56 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 37.91 FEET TO THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 186.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING THE POINT OF BEGINNING, THENCE, CONTINUING, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 217.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 179.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 212.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING ON THE NORTH LINE OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 159.44 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 5.00 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 20.54 FEET TO THE POINT OF BEGINNING

No  
Cock 2

LESS AND EXCEPT:

LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A SOUTHWEST CORNER OF LOT 1, CORNHUSKER CROSSING 3<sup>RD</sup> ADDITION, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 70.56 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 37.91 FEET TO THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 186.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING THE SOUTHWEST

No  
Cock 1

## EXHIBIT "X"

### Legal Description

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CORNER OF LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID LINE BEING A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 20.54 FEET TO A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID LINE BEING AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 5 00 FEET TO A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID LINE BEING A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 208 06 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 191 99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 228 54 FEET TO THE POINT OF BEGINNING

Said tract of land contains a calculated area of 21 07 acres, more or less, and is more particularly shown as Parcel 1 on that certain "ALTA/ACSM Land Title Survey for Euat's Associates Limited Partnership" prepared by Olsson Associates, bearing the seal of Daniel A. Thomson, Nebraska Land Surveyor No. 593, dated October 23, 2014, last revised November 17, 2014

TOGETHER WITH

#### PARCEL 2

LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 8<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF LOT 1, CORNHUSKER CROSSING 3<sup>RD</sup> ADDITION, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, SAID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27<sup>TH</sup> STREET, A DISTANCE OF 70 56 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 37.91 FEET TO THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 186.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE, CONTINUING, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 217.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 179 96 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, A DISTANCE OF 212 01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING ON THE NORTH LINE OF LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 159 44 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE SOUTH 00 DEGREES 00

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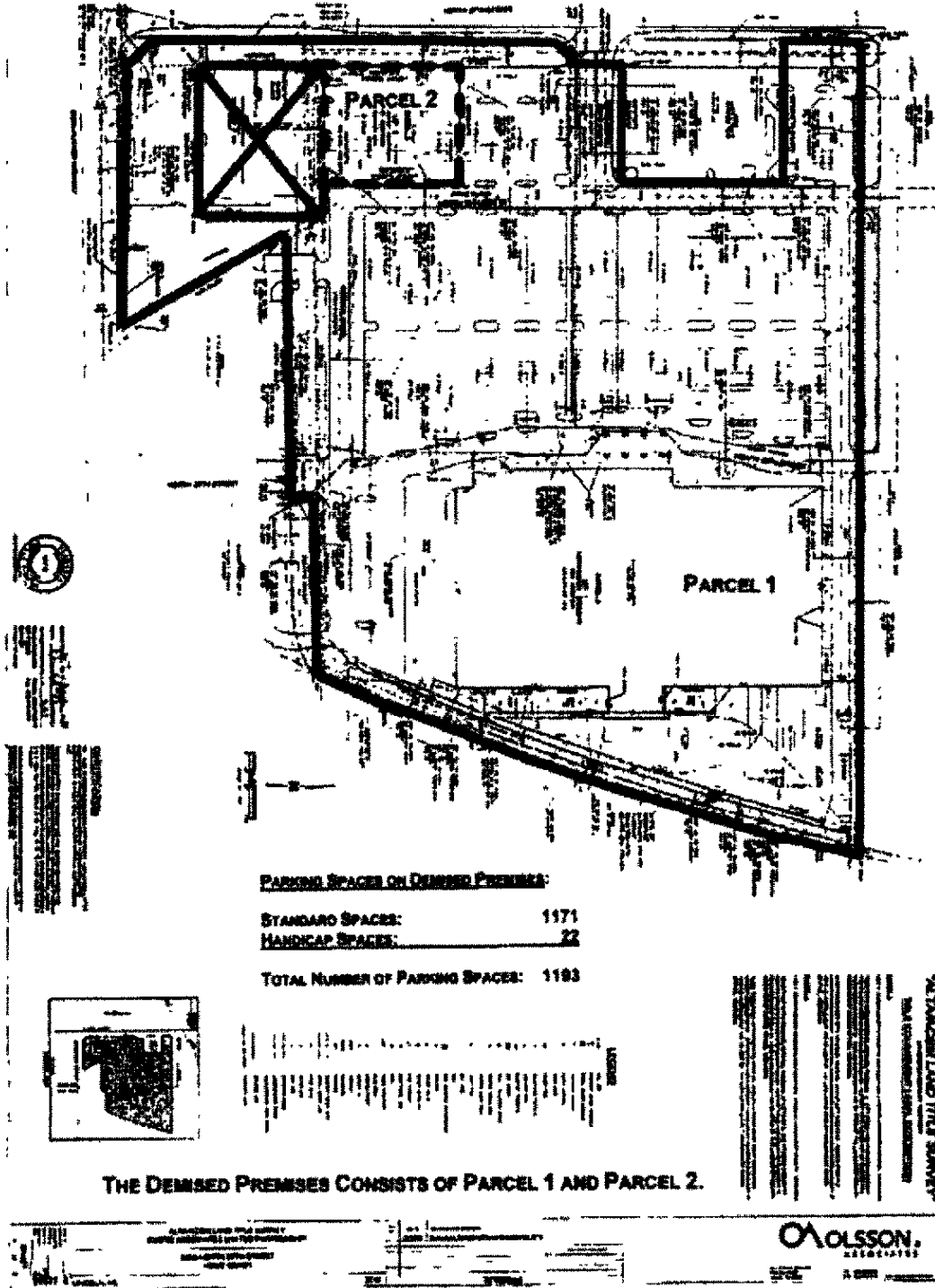
MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 5.00 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2<sup>ND</sup> ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1<sup>ST</sup> ADDITION, A DISTANCE OF 20.54 FEET TO THE POINT OF BEGINNING.

Said tract of land contains a calculated area of 0.88 acres, more or less, and is more particularly shown as Parcel 2 on that certain "ALTA/ACSM Land Title Survey for Eustis Associates Limited Partnership" prepared by Olsson Associates, bearing the seal of Daniel A. Thomson, Nebraska Land Surveyor No. 593, dated October 23, 2014, last revised November 17, 2014.



EXHIBIT "Y"

Depiction of Demised Premises



THE DEMISED PREMISES CONSISTS OF PARCEL 1 AND PARCEL 2.

**LENDER'S CONSENT AND SUBORDINATION**

27<sup>th</sup> Street Financing, LP, a Delaware limited partnership, mortgagee, beneficiary, assignee and secured party, as the case may be, under that certain (i) Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") dated November 19, 2014, and recorded on November 25, 2014 as Document No. 2014-045654 in the Office of the Register of Deeds for Lancaster County, Nebraska, (ii) Assignment of Leases and Rents ("Assignment") dated November 19, 2014, and recorded on November 25, 2014 as Document No. 2014-045655 in the Office of the Register of Deeds for Lancaster County, Nebraska, and (iii) all other loan documents, security instruments, financing statements or other agreements documenting, evidencing or securing the foregoing Deed of Trust and Assignment and the loan secured thereunder (collectively, the "Security Documents"), hereby, for itself and its successors and assigns, acknowledges that it consents to the all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the Lease (as described in the attached Second Amendment to Memorandum of Lease), and agrees that the rights, titles, interests and liens created in the Security Documents shall be deemed subject to, inferior and subordinate to all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the Lease.

Dated: December 17, 2014

27<sup>th</sup> Street Financing, LP,  
a Delaware limited partnership

By: The Sofran Corporation, a Delaware  
corporation, General Partner

By: *Robert T. Rouleau*  
Robert T. Rouleau, President

STATE OF Georgia )  
 ) SS.  
COUNTY OF Fulton )

I, Roy E. Martin, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert T. Rouleau, the President of The Sofran Corporation, a Delaware corporation, General Partner of 27<sup>th</sup> Street Financing, LP, a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of December, 2014.

*Roy E. Martin*  
Notary Public

My Commission Expires: 8/13/2017

(This area for official notarial seal)

