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ASSIGNMENT OF LEASE

670 THIS ASSIGNMENT OF LEASE is made and entered into as of the day of January, 1994, by and between 27TH STREET ASSOCIATES, LTD., a Nebraska limited partnership (the "Seller") and EUSTIS ASSOCIATES, a Delaware general 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 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 an approximately 192,929 square foot Super Kmart Store (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, including but not limited to, Seller's obligations with respect to construction of the Improvements and Seller's obligation under Section 40 of the rider to the Tenant Lease.

(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, excepting Seller's retained obligation with respect to construction of the Improvements.

3. Seller hereby certifies that attached hereto as Exhibit "B" is a true, correct and complete copy of the Tenant Lease, and said Tenant Lease has not been modified, altered or amended.

4. 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.

X

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

SELLER:

27TH STREET ASSOCIATES, a Nebraska
limited partnership (SEAL)

By: North Lincoln, Inc., a Nebraska
corporation, sole general
partner

By: Jim Madley
Title: President

(CORPORATE SEAL)

[Signatures continue on next page]


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PURCHASER:


EUSTIS ASSOCIATES, a Delaware
general partnership (SEAL)

By: Sofran Old Properties, a
Delaware general partnership,
Partner (SEAL)

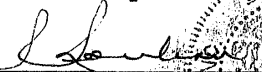
By: Robert Rouleau Investments
(U.S.) Ltd., a Delaware
corporation, Managing
Partner

By: 
Robert Rouleau
Vice President
(CORPORATE SEAL)


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

By: 
Robert Rouleau
Assistant Vice President
(CORPORATE SEAL)

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

By: 
Robert Rouleau
Assistant Vice President
(CORPORATE SEAL)

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

By: 
Robert Rouleau
President
(CORPORATE SEAL)

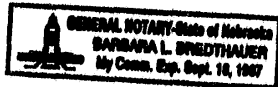
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STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 3rd day of January, 1994, by Harlan J. Noddle, President, and _____, of North Lincoln, Inc., a Nebraska corporation, which is the sole general partner of 27th Street Associates, a Nebraska limited partnership, on behalf of said corporation and said limited partnership.

Barbara L. Bredthauer
Notary Public



(NOTARIAL SEAL)

My Commission Expires:

Sept. 16, 1997

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STATE OF FLORIDA

COUNTY OF DUVAL

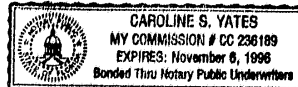
The foregoing instrument was acknowledged before me this 20th day of December, 1993, by Robert Rouleau, Vice President of Robert Rouleau Investments (U.S.) Ltd., a Delaware corporation, which is a partner of Sofran Old Properties, a Delaware general partnership, which is a partner of Eustis Associates, a Delaware general partnership, on behalf of said corporation and said general partnerships.

Caroline S. Yates
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

November 6, 1996



STATE OF FLORIDA

COUNTY OF DUVAL

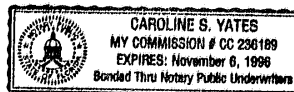
The foregoing instrument was acknowledged before me this 20th day of December, 1993, by Robert Rouleau, Assistant Vice President of Norpet Properties, Inc., a Georgia corporation, which is a partner of Sofran Old Properties, a Delaware general partnership, which is a partner of Eustis Associates, a Delaware general partnership, on behalf of said corporation and said general partnerships.

Caroline S. Yates
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

November 6, 1996



STATE OF FLORIDA

COUNTY OF DUVAL

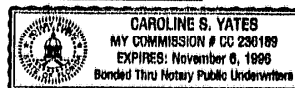
The foregoing instrument was acknowledged before me this 20th day of December, 1993, by Robert Rouleau, Assistant Vice President of Norpet (Inverness) Inc., a Delaware corporation, which is a partner of Eustis Associates, a Delaware general partnership, on behalf of said corporation and said general partnership.

Caroline S. Yates
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

November 6, 1996



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th
day of December, 1993, by Robert Rouleau, President of ROLYN
(Inverness) Inc., a Delaware corporation, which is a partner of
Eustis Associates, a Delaware general partnership, on behalf of
said corporation and said general partnership.

Caroline S. Yates
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

November 6, 1996



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EXHIBIT "A"

Legal Description

Tract 1:

Lot 1, Cornhusker Crossing, Lincoln, Lancaster County, Nebraska, as described in Inst. No. 93-7000, Office of the Register of Deeds of Lancaster County, Nebraska, also described as follows: A tract of land consisting of Lot 1, Cornhusker Crossing, Lincoln, Nebraska located in the Southwest 1/4 of Section 7, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows: Commencing at the Southwest corner of said Southwest 1/4, thence Northerly along the West line of said Southwest 1/4 on an assumed bearing of N 0 degrees 00'00" E a distance of 1210.44 feet, thence N 90 degrees 00'00" E a distance of 63.00 feet to the Northwest corner of said Lot 1, said point being the true point of beginning, thence continuing N 90 degrees 00'00" E along the North line of said Lot 1 a distance of 1240.58 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 7 degrees 51'19", an arch distance of 778.70 feet, a radius of 5679.58 feet and a chord of S 18 degrees 06'56" W a distance of 778.09 feet to a point of tangency, thence S 22 degrees 02'35" W along the East line of said Lot 1 a distance of 109.10 feet, thence S 88 degrees 50'00" W a distance of 265.24 feet, thence S 1 degree 10'00" E a distance of 37.50 feet, thence S 88 degrees 50'00" W a distance of 402.24 feet, thence S 28 degrees 59'02" E a distance of 283.15 feet, to a point on the Northerly right of way line of Cornhusker Highway, thence S 88 degrees 50'00" W along said right of way, whose width is variable, a distance of 128.27 feet, thence N 88 degrees 40'28" W along said right of way a distance of 260.32 feet, thence N 44 degrees 23'57" W a distance of 56.95 feet to a point on the East right of way line of North 27th Street, thence N 0 degrees 00'00" E along said right of way, being 63.0 feet East of the West line of said Southwest 1/4, a distance of 637.32 feet, thence N 45 degrees 00'00" E along said right of way a distance of 16.97 feet, thence N 90 degrees 00'00" E along said right of way a distance of 25.00 feet, thence N 0 degrees 00'00" E along said right of way a distance of 80.00 feet to a point on the South line of Lot 2, Cornhusker Crossing, thence N 90 degrees 00'00" E along the South line of said Lot 2 a distance of 180.00 feet to the Southeast corner of said Lot 2, thence N 0 degrees 00'00" E along the East line of said Lot 2 a distance of 246.75 feet to the Northeast corner of said Lot 2, thence N 90 degrees 00'00" W along the North line of said Lot 2 a distance of 217.00 feet to a point on the East right of way line of North 27th Street, thence N 0 degrees 00'00" E along said right of way line a distance of 119.25 feet to the Point of Beginning.

Tract 2:

An access easement for the benefit of Lot 1, Cornhusker Crossing, Lincoln, Lancaster County, Nebraska, as created by the easement dated April 29, 1974 and filed May 8, 1974 as Inst. No. 74-6930 for the purposes described in said easement.

Tract 3:

Easements as granted for the benefit of Lot 1, Cornhusker Crossing, Lincoln, Lancaster County, Nebraska, as created by the Declaration of Restrictions and Grant of Easements dated October 5, 1993 and filed October 21, 1993 as Inst. No. 93-47553 as limited by the terms therein.

8 JAN 5-84 WED 14:53

SCOGGINS, IVY & GOODMAN

FAX NO. 4046593021

P. 03/05

[EXHIBIT B]

[INTENTIONALLY OMITTED FOR RECORDING PURPOSES ONLY]

NO
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1058-9

LANCASTER COUNTY, NEB
D. M. Galt
REGISTER OF DEEDS

JAN 6 2 39 PM '84

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INST. NO. 94-

MERIF. 40⁵⁰