

Above space reserved for Register of Deeds

WHEN RECORDED MAIL TO:

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

THIRD AMENDMENT TO MEMORANDUM OF LEASE

THIS THIRD AMENDMENT TO MEMORANDUM OF LEASE (this "**Third Amended MOL**") is made and entered into as of the 31st day of August, 2015, 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 "**First 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, (v) Lease Assignment and Assumption Agreement between Kmart and Tenant dated May 5, 2003, (vi) Third Amendment to Lease dated December 1, 2014; and (vii) Second

Amendment to Memorandum of Lease, dated December 1, 2014 (the "**Second MOL**" which, together with the First MOL is collectively referred to herein as the "**MOL**"). 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 Fourth Amendment to Lease dated of even date herewith (the "**Fourth 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 Fourth Amendment, (i) provides for the reconfiguration of the boundary of the Demised Premises in connection with the removal of the Outlot therefrom, and (ii) requires the execution of this Third 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.**

(a) The Demised Premises under the Lease is hereby amended to describe the Demised Premises as one parcel of land comprised of approximately twenty-one and seven-hundredths (21.07) acres of land together with the improvements located thereon as more particularly described on **Exhibit "X"** and more particularly shown on **Exhibit "Y"**.

(b) Exhibit "X" attached to the Second MOL is hereby deleted and the Exhibit "X" attached hereto is substituted therefor.

(c) Exhibit "Y" attached to the Second MOL is hereby deleted and the Exhibit "Y" attached hereto is substituted therefor.

2. **Outlot.** The development, use, operation and maintenance of the Outlot shall be governed by and subject to the easements, covenants, conditions, restrictions, terms and provisions of that certain Restrictive Covenants and Easement Agreement dated of even date herewith between Landlord and Tenant and recorded concurrently herewith.

3. **Counterparts.** This Third 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.

4. **Amendment.** Except as amended in this Third 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.

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

6. **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 Third Amended MOL as of the day and year first above written.

LANDLORD:

EUSTIS ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership

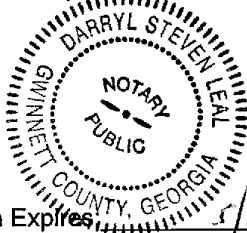
By: Eustis, Inc., a Delaware corporation, its General Partner

By: *Norman Zavalkoff*
Norman Zavalkoff, Vice President

STATE OF Georgia)
COUNTY OF Fulton) SS.

I, Darryl S. Leal, 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 27th day of August, 2015.



Darryl S. Leal
Notary Public

My Commission Expires 5/22/19

(This area for official notarial seal)

[Signatures Continue on Next Page]

[signature page for Third Amendment to Memorandum of Lease]

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 August 27, 2015, 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)

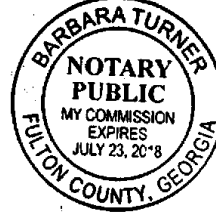


EXHIBIT "X"

Legal Description

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NO
CORCR3

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 6TH 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 283.04 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 128.73 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 56.95 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 27TH STREET, A DISTANCE OF 624.16 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 27TH 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 27TH 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 27TH 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 216.95 FEET TO A WEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH 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 27TH STREET, A DISTANCE OF 119.17 FEET TO THE POINT OF BEGINNING;

EXHIBIT "X"

Legal Description

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NO
CORCR2

LESS AND EXCEPT:

LOT 2, CORNHUSKER CROSSING 2ND ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) 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 A SOUTHWEST CORNER OF LOT 1, CORNHUSKER CROSSING 3RD ADDITION, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH 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 27TH 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 1ST ADDITION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, A DISTANCE OF 186.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2, CORNHUSKER CROSSING 1ST 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 2ND ADDITION, A DISTANCE OF 217.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, A DISTANCE OF 179.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, A DISTANCE OF 212.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID POINT BEING ON THE NORTH LINE OF LOT 2, CORNHUSKER CROSSING 1ST ADDITION; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, A DISTANCE OF 159.44 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID LINE BEING A WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, A DISTANCE OF 5.00 FEET TO A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID POINT BEING A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, ALONG A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, SAID LINE BEING A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, A DISTANCE OF 20.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LOT 2, CORNHUSKER CROSSING 1ST ADDITION, CITY OF LINCOLN, LOCATED IN THE SOUTHWEST QUARTER (SW1/4) 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 A SOUTHWEST CORNER OF LOT 1, CORNHUSKER CROSSING 3RD ADDITION, SAID POINT BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH 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 27TH 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 1ST 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 1ST ADDITION, A DISTANCE OF 186.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID POINT BEING THE SOUTHWEST

EXHIBIT "X"

Legal Description

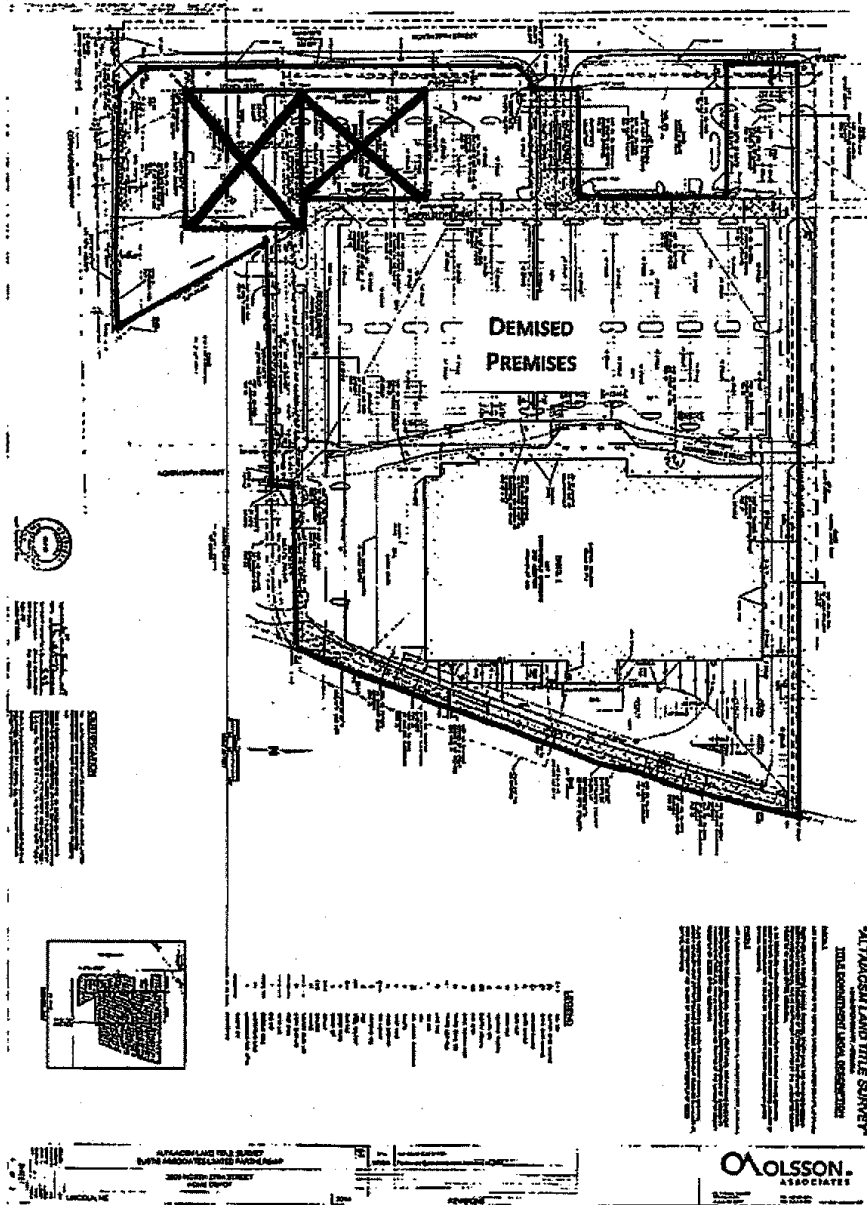
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CORNER OF LOT 2, CORNHUSKER CROSSING 2ND ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID LINE BEING A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, A DISTANCE OF 20.54 FEET TO A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID POINT BEING A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID LINE BEING AN EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, A DISTANCE OF 5.00 FEET TO A NORTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID POINT BEING A SOUTH CORNER OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION, SAID LINE BEING A SOUTH LINE OF SAID LOT 2, CORNHUSKER CROSSING 2ND ADDITION, A DISTANCE OF 208.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, CORNHUSKER CROSSING 1ST ADDITION; THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, CORNHUSKER CROSSING 1ST 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 1ST 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 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



{00415567.5}
20551996v.2

LENDER'S CONSENT AND SUBORDINATION

27th Street Financing, LP, a Delaware limited partnership, Lender under that certain Deed of Trust, Assignment of Rents and Security Agreement, dated November 19, 2014, and recorded on November 25, 2014, as Instrument No. 014045654 in the Office of the Lancaster County, Nebraska Register of Deeds (the "Deed of Trust"), and all other loan documents, security instruments, financing statements or other agreements documenting, evidencing or securing the Deed of Trust and the loan secured thereunder (collectively, the "Security Documents"), hereby, for itself and its successors and assigns, consents to all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the attached Third Amendment to Memorandum of Lease, and agrees that the rights, titles, interests and liens created in the Security Documents shall be subject to and subordinate to all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the Lease.

Dated: August 20, 2015

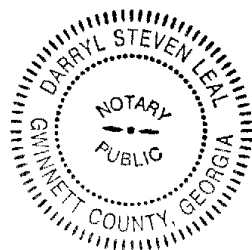
27TH STREET FINANCING, LP, a Delaware limited partnership

By: The Sofran Corporation, a Delaware corporation, general partner

By: [Signature]
Robert T. Rouleau, President

STATE OF GEORGIA)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me on this 20th day of August, 2015, by Robert T. Rouleau, the President of The Sofran Corporation, a Delaware corporation, general partner of 27th Street Financing, LP, a Delaware limited partnership, on behalf of the limited partnership.



[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

5/03/19