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DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY:

Lewis and Roca LLP
40 North Central Avenue, Suite 1900
Phoenix, Arizona 85004
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**AS TO MISSISSIPPI FORMATTING REQUIREMENTS,
PREPARED BY AND RETURN THIS INSTRUMENT TO:**

Edley H. Jones III (MSB No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400

INDEXING INSTRUCTIONS: Lot 40B, 48 and 49 of Revision of Lots 39, 40, 40B, 48, 49 in Southaven First Commercial & Industrial Park Subdivision, Section 22, Township 1 South Range 8 West; AND, NOTATIONAL ENTRIES to be made at Book 120, Page 37
Plat Book 88 PG 19-20

**MEMORANDUM OF PARTIAL TERMINATION OF LEASE
ONLY WITH RESPECT TO CERTAIN PROPERTY**

THIS MEMORANDUM OF PARTIAL TERMINATION OF LEASE ONLY WITH RESPECT TO CERTAIN PROPERTY (this "Memorandum") is executed as of June 20, 2012 and made effective as of July 3, 2012 (the "Effective Date"), by and between **SPIRIT SPE PORTFOLIO 2007-2, LLC**, a Delaware limited liability company ("Lessor"), with an address of 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona, 85254-2711, and **84 PROPERTIES, LLC**, a Delaware limited liability company ("Lessee"), with an address of Building 1, 1019 Route 519, Eighty Four, Pennsylvania 15330.

1. Lessor and Lessee are parties to that certain Master Lease Agreement dated April 27, 2007, as amended by that certain First Amendment to Master Lease Agreement dated June 2, 2008, that certain Second Amendment to Master Lease Agreement dated June 11, 2008, that certain Third Amendment to Master Lease Agreement dated November 10, 2008, that certain Fourth Amendment to Master Lease Agreement dated November 30, 2009, that certain Fifth Amendment to Master Lease Agreement dated October 14, 2010, and that certain Sixth Amendment to Master Lease Agreement dated as of the Effective Date (collectively, the "Lease") with respect to real property and improvements as described in the Lease. Initially capitalized terms not otherwise defined in this Memorandum shall have the meanings set forth in the Lease.

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Spirit / 84 Lumber
2187 Stateline Road, South Haven, MS
Store No. 1801
2012 Substitution
6196-02-5023
File No. 45556-00018

2. Pursuant to the Lease, the Property was leased to Lessee, and in connection therewith, a memorandum of lease evidencing the Lease dated April 27, 2007, and recorded in Book 120 at Page 37, in the records of DeSoto County, State of Mississippi.

3. On the Effective Date, Lessor and Lessee have terminated the Lease only with respect to the lease of the real property and all improvements thereon described on Exhibit A attached hereto. Notwithstanding the foregoing, the Lease shall remain in full force and effect with respect to all other properties covered by the Lease.

4. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank; signature page(s) to follow]

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EXHIBIT A

PROPERTY

Street Address: 2187 Stateline Road, South Haven, MS 38671

Legal Description:

Lot 40B, 48 and 49 of Revision of Lots 39, 40, 40B, 48, 49 in Southaven First Commercial & Industrial Park Subdivision, DeSoto County, MS, in Section 22, Township 1 South, Range 8 West and more particularly described in Plat Book 88 at Pages 19-20, of the records of the Chancery Clerk of DeSoto County, Mississippi.

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