

When recorded, return to:
Honigman Miller Schwartz
and Cohn LLP
Attn: Jason M. Fisher, Esq.
39400 Woodward Ave., Suite 101
Bloomfield Hills, MI 48304

Ent 1203738 Bk 2037 Pg 1762
Date 10-Sep-2018 03:13PM Fee \$23.00
Michael Gleed, Rec. - Filed By SA
Cache County, UT
For FIRST AMERICAN - DRAPER
Electronically Submitted by Simplifile

AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the 7 day of September, 2018, by CACHE VALLEY REALTY LLC, CACHE CH LLC, and CACHE NASSIM LLC, each a Utah limited liability company, their heirs, successors and assigns (collectively, "Cache").

RECITALS

A. Cache recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions, in the Cache County Recorder's Office, State of Utah, as Entry Number 1196970, in Book 2022, at Page 971 (the "DECCR") respecting that certain real property located in the City of Logan, County of Cache, State of Utah, as more particularly described on Exhibit "A" attached hereto (collectively, the "Real Property"). The Real Property is subdivided into multiple parcels, including, without limitation, that certain parcel designated as "Parcel 5" on Exhibit "A" attached hereto, and legally described as follows:

Lot 4, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded February 28, 2001, as Entry 75506, in the Office of the Cache County Recorder, State of Utah

Parcel Tax ID # 05-015-0054

Street Address: 1136 North Main, Logan, Utah

(collectively, "Parcel 5")

B. Cache desires to memorialize the release of Parcel 5 from any and all responsibilities, obligations and restrictions contained in the DECCR.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning set forth for such terms in the DECCR.

2. Release of Parcel 5 from DECCR. Notwithstanding anything to the contrary contained in the DECCR, Parcel 5 is hereby released from any and all obligations, responsibilities, covenants and restrictions set forth in the DECCR, including, without limitation, the provisions set forth in Article VI of the DECCR.

3. Restriction Agreement and Grant of Easements. In no event shall this Agreement or the DECCR be deemed to modify or amend the terms, provisions and requirements set forth in that certain Restriction Agreement and Grant of Easements for Cache Valley Plaza dated March 19, 2001 by and between Cache (as successor-in-interest to Price Development Company) and Home Depot U.S.A., Inc. and recorded as Entry Number 756756, in Book 994, at Page 832, as amended by that certain First Amendment to Restriction Agreement and Grant of Easements dated February 25, 2004 (collectively, the "REA").

4. Miscellaneous. For avoidance of doubt, this Agreement will run with the Real Property and benefit all Owners, their successors and assigns. This Agreement shall continue in perpetuity unless terminated by the unanimous written consent of the Owner(s) of the Real Estate and the Owner of Parcel 5. To the extent the terms, provisions, obligations and/or requirements of this Agreement conflict with the terms, provisions, obligations and/or requirements of the DECCR, this Agreement shall govern and control. If any provision (by reference or otherwise) of this Agreement is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

[SIGNATURE CONTAINED ON FOLLOWING PAGE]

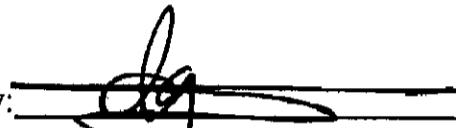
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

CACHE:

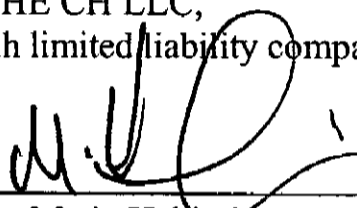
CACHE VALLEY REALTY LLC,
a Utah limited liability company

By: NAMCO REALTY LLC
a New York limited liability company

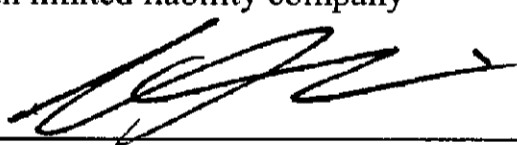
By: NAMCO REALTY LTD.
a British Virgin Islands company

By: 
Name: Igal Namdar
Its: Sole Shareholder

CACHE CH LLC,
a Utah limited liability company

By: 
Name: Matin Hakimi
Its: Managing Member

CACHE NASSIM LLC,
a Utah limited liability company

By: 
Name: Elliot Nassim
Its: Managing Member

When recorded return to:
Jason Fisher, Esq
Honigman, Miller, Schwartz & Cohn LLP
39400 Woodward Ave
Bloomfield Hills, MI 48334

STATE OF NEW YORK)

: ss.

COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of Sept 2018, by Igal Namdar, CEO & Sole Shareholder of NAMCO REALTY LTD., a British Virgin Islands company, the Managing Member of NAMCO REALTY LLC, a New York limited liability company, the Managing Member of CACHE VALLEY REALTY LLC, a Utah limited liability company, for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Romina Benzakarya
NOTARY PUBLIC

ROMINA BENZAKARYA
Notary Public, State of New York
No 02BE6070639
Qualified in Nassau County
Commission Expires March 4, 2022

STATE OF NEW YORK)

: ss.

COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of Sept 2018, by Matin Hakimi, the Managing Member of CACHE CH LLC, a Utah limited liability company, for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Romina Benzakarya
NOTARY PUBLIC

ROMINA BENZAKARYA
Notary Public, State of New York
No 02BE6070639
Qualified in Nassau County
Commission Expires March 4, 2022

STATE OF NEW YORK)

: ss.

COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of Sept 2018, by Elliot Nassim the Managing Member of CACHE NASSIM LLC, a Utah limited liability company, for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Romina Benzakarya
NOTARY PUBLIC

ROMINA BENZAKARYA
Notary Public, State of New York
No 02BE6070639
Qualified in Nassau County
Commission Expires March 4, 2022

EXHIBIT A

Legal Description of the Real Estate

Parcel 1: (05-014-0006 & 05-014-0041)

Part of Block 1, Plat "D", Logan Farm Survey: Beginning at a point located South along the East Right-of-Way line of U.S. Highway 91, from the North line of Lot 5, of said Block 1, said point being described in Warranty Deed recorded in Book 105 at Page 437, as being located 67.0 feet South of the Intersection of the East Right-of-Way line of U.S. Highway 91 and the South Right-of-Way line of 14th North Street, as now established; said point of beginning being in the East Right-of-Way line of the U.S. Highway 91 and the South Right-of-Way of 14th North Street, and running thence South 88°24'27" East along said South Right-of-Way line of 14th North Street 131.44 feet; thence South 0°55'43" West 165.85 feet; thence South 87°04'00" East 73.6 feet; thence North 00°55'43" East 167.6 feet to the South line of said 14th North Street; thence South 88°24'27" East along said South line 1037.43 feet; thence South 1°17'35" West 122.10 feet; thence South 88°24'27" East 124.00 feet to the West Right-of-Way line of Second East Street; thence South 1°17'35" West along said West line 1000.66 feet; thence North 88°54'28" West 1359.20 feet to the East Right-of-Way line of U.S. Highway 91, thence North 0°55'43" East along said East line 1134.69 feet to the point of beginning.

Less and excepting therefrom: That portion deeded to The City of Logan in Quit Claim Deed recorded August 28, 2001 as Entry No. 768508, in Book 1033, at Page 1106, of Official Records.

Less and excepting therefrom: That portion deeded to the Utah Department of Transportation in Warranty Deed recorded February 14, 2003 as Entry No. 813952, in Book 1198, at Page 615 of Official Records.

Parcel 2: (05-015-0001)

Part of the Northwest Quarter of Section 27, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point in the East right of way line of U.S. Highway 89 and 91, said point being 608.2 feet North from the Southwest corner of Lot 3, Block 1, Plat "D" Logan Farm Survey; and running thence North 225.4 feet along the East line of said right of way; thence East 354.3 feet; thence South 225.4 feet to a point East of beginning thence West 354.3 feet to beginning.

Less and excepting therefrom: That portion deeded to the City of Logan in Warranty Deed recorded March 19, 2001 as Entry No. 756754, in Book 994, at Page 827 of Official records,

Parcel 3: (05-015-0051)

Lot 1, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Cache County Recorder, State of Utah.

Less and excepting therefrom: That portion deeded to The City of Logan in Quit Claim Deed recorded August 16, 2007 as Entry No. 952152, in Book 1478, at Page 916, of Official Records.

Parcel 4: (05-015-0052)

Lot 2, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Cache County Recorder, State of Utah.

Less and excepting therefrom: That portion deeded to Logan City, a Utah municipal corporation in Warranty Deed recorded August 30, 2013 as Entry No. 1094177, in Book 1783, at Page 785, of Official Records.

Parcel 5: (05-015-0054)

Lot 4, MARKETPLACE SUBDIVISION, according to the Official Plat thereof recorded in the Office of the Cache County Recorder, State of Utah.

Parcel 6:

Benefits, if any, as provided by that certain Restriction Agreement and Grant of Easements for Cache Valley Plaza recorded March 19, 2001 as Entry No. 756756, in Book 994, Page 832 of Official Records.

Parcel 7:

Benefits, if any, as provided by that certain Cross Easement Agreement recorded January 30, 2002 as Entry No. 780028, in Book 1076, Page 390 of Official Records.

Parcel 8:

Benefits, if any, as provided by that certain Cross Easement Agreement recorded April 11, 2002 as Entry No. 785537, in Book 1093, Page 588 of Official Records.

Tax ID: 05-014-0006, 05-014-0041, 05-015-0001, 05-015-0051, 05-015-0052, and 05-015-0054