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04/30/2013 11:00 AM \$20.00
Book - 10133 Pg - 1245-1250
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ALBERTSONS LLC
250 E PARKCENTER BLVD
BOISE ID 83706-3999
BY: DDK, DEPUTY - MA 6 P.

ASSIGNMENT AND ASSUMPTION OF LEASE

**ASSIGNMENT AND ASSUMPTION
OF LEASE**

This ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment**") is made as of the 9th day of March, 2013, by and between ASP Realty, Inc., a Delaware corporation ("**Assignor**"), and SUPERVALU INC., a Delaware corporation ("**Assignee**").

RECITALS:

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor desires to assign to Assignee the Lease described in **Schedule I** attached hereto and incorporated herein by this reference including all amendments, modifications, and supplements thereto (collectively, the "**Lease**"), encumbering the property ("**Leased Premises**") described on **Schedule II** attached hereto and incorporated herein, and Assignee desires to accept an assignment of the Lease, together with all right, title and interest of the Assignor thereunder. The parties agree as follows:

1. Assignor hereby assigns to Assignee, and to Assignee's successors and assigns, all of Assignor's estate, right, title and interest as tenant of the leasehold estate described under the Lease.

2. Assignee hereby accepts said assignment and agrees to assume, perform and discharge all of Assignor's obligations as tenant under the Lease arising from and after the date of this Assignment to the same extent as if the Assignee were named therein as the tenant thereunder.

3. Assignee, at its sole cost and expense, hereby agrees to indemnify, defend and holds harmless Assignor from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever arising out of or in any way connected with Assignee's failure to perform all of the obligations required to be performed by the Assignee as tenant under the Lease from and after the date of this Assignment, unless caused by the negligence or willful misconduct of Assignor, its agents, contractors or employees.

4. Assignor, at its sole cost and expense, hereby agrees to indemnify, defend and holds harmless Assignee from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever arising out of or in any way connected with Assignor's failure to perform all of the obligations required to be performed by the Assignor as tenant under the Lease prior to the date of this Assignment, unless caused by the negligence or willful misconduct of Assignee, its agents contractors or employees.

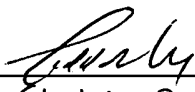
5. Each party executing this Assignment represents that he is authorized to do so on behalf of the corporation for which he is signing and that his signature binds said corporation. This Assignment is binding upon and inures to the benefit of the parties hereto, their successors and assigns. This Assignment shall be recorded in the appropriate public records of the county in which the Leased Premises is located.

6. This Assignment, and the consents thereto, may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon the date first written above.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

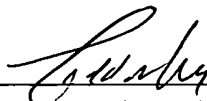
ASP Realty, Inc., a Delaware corporation



By: Todd Sheldon
Title: President

ASSIGNEE:

SUPERVALU INC., a Delaware corporation



By: Todd Sheldon
Title: Vice President

List of Schedules:

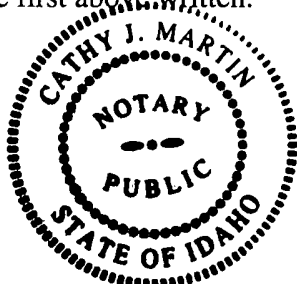
Schedule I - Lease

Schedule II - Leased Premises

STATE OF Idaho)
) ss.
County of Ada)

On this 9 day of March, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Seldon to me known to be the President of ASP Realty, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

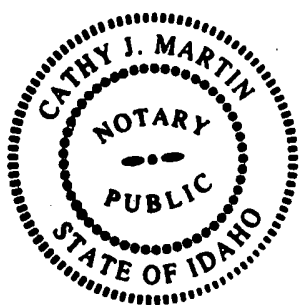


Cathy J. Martin
Notary Public in and for the State of Idaho
Residing at Boise, Idaho
My commission expires: 1/19/2017

STATE OF Idaho)
) ss.
County of Ada)

On this 9 day of March, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Seldon to me known to be the Vice President of SUPERVALU INC., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Cathy J. Martin
Notary Public in and for the State of Idaho
Residing at Boise, Idaho
My commission expires: 1/19/2017

SCHEDULE I
Lease

Lease dated November 15, 1995, by and between SLHNET Investments, L.C., predecessor in interest to KBSIII 155 North 400 West, LLC, as landlord, and American Stores Properties, Inc., predecessor in interest to ASP Realty, Inc., as tenant, as amended or modified by the following:

1. Memorandum of Lease dated November 15, 1995, recorded November 16, 1995 as Instrument No. 6215363, records of Salt Lake County, Utah
2. First Amendment to Lease dated February 6, 1996
3. Letter agreement dated August 16, 1996 regarding tenant's reimbursement for "Landlord Work"
4. Second Amendment to Lease dated December 5, 1996
5. Third Amendment to Lease dated August 19, 1997
6. Fourth Amendment to Lease dated February 11, 1999
7. Fifth Amendment to Lease dated June 9, 1999
8. Sixth Amendment to Lease dated January 25, 2000
9. Letter dated February 2, 2001 exercising the option to extend the lease for the first floor and annex space
10. Letter dated February 10, 2005 exercising the option to extend the lease for the fourth floor space
11. Seventh Amendment to Lease dated February 28, 2005
12. Notice of Termination dated August 24, 2005 with respect to the "Retained Area"
13. Eighth Amendment to Lease dated December 30, 2005
14. Letter dated February 13, 2006 exercising the option to extend the lease for the annex and third floor
15. Assignment and Assumption of Lease Agreement dated June 1, 2006 from American Stores Properties LLC (successor to American Stores Properties, Inc., by conversion) to ASP Realty, Inc.
16. Notice to landlord dated August 30, 2007 regarding CPI rent adjustment for third floor
17. Notice to landlord dated March 5, 2005 regarding remodel of third floor
18. Ninth Amendment to Lease dated July 31, 2010
19. Tenth Amendment to Lease dated November 14, 2011
20. Subordination, Non-Disturbance and Attornment Agreement dated January 19, 2012, recorded January 31, 2012 as Instrument No. 11324335, records of Salt Lake County, Utah
21. Notice from SLHNET dated May 9, 2012 regarding transfer of landlord interest to KBSIII 115 North 400 West LLC

SCHEDULE II
Leased Premises

Located at 155 North 400 West, Salt Lake City, Utah 84111, and being a part of the real property more particularly described as:

Real property located in Salt Lake County, Utah:

Beginning at the Northeast Corner of Lot 8, Block 98, Plat "A", Salt Lake City Survey said point being South 0°00'59" East 67.88 feet and South 89°58'53" West 67.00 feet from a street monument found at the intersection of 400 West and 200 North, and running; thence South 0°04'10" West 660.00 feet along the west line of said 400 West and being the east line of Block 98 to the Southeast Corner of Lot 1, Block 98, Plat "A", Salt Lake City Survey; thence South 89°58'54" West 165.00 feet along the north line of North Temple and being the south line of Block 98 to the Southwest Corner of said Lot 1; thence North 0°04'10" East 0.50 feet along the west line of said Lot 1; thence North 89°53'56" West 110.23 feet; thence North 88°00'00" West 4.57 feet; thence North 0°00'27" West 483.92 feet; thence Northwesterly 69.60 feet along the architect of a 645.28 foot radius curve to the left (center bears South 89°59'33" West and the long chord bears North 3°05'51" West 69.57 feet with a central angle of 6°10'48"); thence North 6°11'15" West 50.04 feet; thence Northwesterly 56.17 feet along the architect of 1098.72 foot radius curve to the right (center bears North 83°48'45" East and the long chord bears North 4°43'23" West 56.16 feet with a central angle of 2°55'45") to the north line of said Block 98; thence North 89°58'53" East (North 89°58'54" East, Deed) 294.43 feet along the north line of said Block 98 and to and along the south line of 200 North Street to the point of beginning.

[The foregoing being the boundary description of the 1-lot **Salt Lake Hardware Minor Subdivision**, according to that certain Notice Of Amended Minor Subdivision Approval For Salt Lake Hardware Minor Subdivision recorded December 21, 2011 as Entry No. 11300852, in Book 9976, at Page 2542 of the Official Records of the Salt Lake County Recorder.]

EXCEPTING THEREFROM, all the minerals and all mineral rights as conveyed to UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, in that certain Mineral Deed dated April 1, 1971 and recorded October 3, 1996 as Entry No. 6472020, in Book 7504, at Page 1156 of the Official Records.

Tax Parcel Nos.: 08-36-376-005 and 08-36-376-028