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7/10/2018 4:31:00 PM \$33.00  
Book - 10692 Pg - 2430-2438  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 9 P.

THIS INSTRUMENT PREPARED BY:

Susan M. Scalzo, Esq.  
Assistant General Counsel – Real Estate  
Sears Holdings Corporation  
3333 Beverly Road, BC-130B  
Hoffman Estates, Illinois 60179

AFTER RECORDING MAIL TO:

Cherri F Goudreau  
Becker & Poliakoff  
1 East Broward Blvd  
Ft Lauderdale Florida 33301  
SR. 1800  
Parcel No(s), 14-26-476-022, 14-26-476-023, 14-26-476-035,  
14-26-476-011, 14-26-476-024, 14-26-476-031 and 14-26-476-034

**ASSIGNMENT AND ASSUMPTION OF LEASES**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "**Assignment**") is made as of 3rd day of July, 2018 by and between TROY COOLIDGE NO. 53, LLC, a Michigan limited liability company, ("**Troy**") and KMART CORPORATION, a Michigan corporation, ("**Kmart**") both having an address of 3333 Beverly Road, Dept. 824RE, Hoffman Estates, Illinois 60179 (Troy and Kmart collectively, "**Assignor**"), and AA ALPINE STORAGE-LAKE WORTH, LLC, a Utah limited liability company, having an address at 1100 Orchard Lane, Alpine, UT 84004 (the "**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**".

**WITNESSETH:**

**WHEREAS**, Troy, as landlord, and Thai Oriental Market LLC, Pink and White Nails, Smokes For Less, Superior Dry Cleaning & Laundry, Water & Wellness Center, West 56<sup>th</sup> Dental Associates, Inc., Sizzling Caesar's and Herbal Life, as tenants, and Kmart, as landlord, and Estilos Hair Salon, Inc., as tenant, are parties to certain Leases more thoroughly described on **Schedule 1** attached hereto and made a part hereof, (collectively, the "**Leases**"), for properties located in the City of West Valley, Salt Lake County, Utah (the "**Real Property**") (the "**Leased Premises**"); and

**WHEREAS**, Troy, a wholly owned subsidiary of Kmart, and Assignee entered into that Real Estate Sale Contract dated January 3, 2018 (as amended from time to time, the "**Purchase Agreement**"), whereby Troy agreed to sell and Assignee agreed to buy Troy's interests in the Real Property; and

**WHEREAS**, Assignor has agreed to assign and Assignee has agreed to assume all of Assignor's rights, title and interest in the Leases in accordance with terms and conditions set forth in the Purchase Agreement and this Assignment.

90780-TF

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated as if fully rewritten and restated at length herein.

2. Capitalized terms used, but not defined herein, shall have the same meaning as ascribed to such defined terms in the Lease.

3. As of July 3rd, 2018 (the "**Effective Date**"), Assignor hereby assigns, conveys and transfers to Assignee and Assignee hereby assumes and accepts from Assignor all of Assignor's right, title and interest as landlord under the Leases. Assignee agrees to be bound by, comply with, pay, perform and discharge, as and when due, all of the agreements, duties and obligations of Assignor arising under the Leases from and after the Effective Date.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all losses, claims, damages, liabilities and expenses with respect to the Leases based on events occurring as a direct result of Assignor's actions prior to the Effective Date. Assignor is hereby fully and forever released and discharged of and from any and all duties, covenants, obligations and liabilities under the Leases that first arise on or after the Effective Date. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all losses, claims, damages, liabilities and expenses with respect to the Leases based on events occurring on or subsequent to the Effective Date.

5. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, successors, assigns, agents, representatives, employees, any party claiming by, through or under any of such parties, and any and all affiliates and subsidiaries thereof and all other related parties.

6. This Assignment may be executed in multiple counterparts, all of which when taken together shall constitute one and the same agreement.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGES]

ASSIGNEE:

AA ALPINE STORAGE-LAKE WORTH, LLC, a Utah limited liability company

By: [Signature]  
Name: Aaron Frazier  
Title: Managing Member

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 29 day of June, 2018, by Aaron Frazier as Managing Member of AA Alpine Storage Lake Worth LLC on behalf of the Members. He/She is personally known to me or has produced UTAH DRIVERS LICENSE as identification.

# 148892222

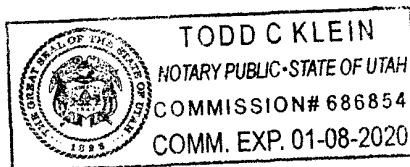
NOTARY PUBLIC:

Sign [Signature]

Print Todd C. Klein

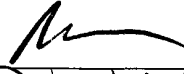
State of UTAH at Large (Seal)

My Commission Expires: 01-08-2020



ASSIGNOR:

KMART CORPORATION,  
a Michigan corporation


By:   
Name: Robert A. Riecker  
Title: Chief Financial Officer

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 27 day of June, 2018, by Robert A. Riecker, as Chief Financial Officer of Kmart Corporation, a Michigan corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:

Sign   
Print GWEN A SANDSTROM  
State of Illinois at Large (Seal)  
My Commission Expires: 8/7/19

IN WITNESS WHEREOF, the undersigned Parties have executed this Assignment and Assumption of Leases as of the date first above written.

ASSIGNOR:

TROY COOLIDGE NO. 53, LLC,  
a Michigan limited liability company

By: Kmart Corporation, a Michigan  
corporation, its sole member

By: [Signature]  
Name: Robert A. Riecker  
Title: Chief Financial Officer

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 01 day of June, 2018, by Robert A. Riecker, as Chief Financial Officer of Kmart Corporation, a Michigan corporation, the sole member of Troy Coolidge No. 53, LLC, a Michigan limited liability company, on behalf of the corporation. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign [Signature]

Print Gwen A. Sandstrom

State of Illinois at Large (Seal)

My Commission Expires: 8/7/19



## **SCHEDULE 1**

(to Assignment and Assumption of Leases)

### **List of Leases**

1. Lease dated March 10, 2016 by and between Troy Coolidge No. 53, LLC, as landlord, and Thai Oriental Market LLC, as tenant, as supplemented by that certain Commencement Letter dated March 14, 2016 and that certain Revised Commencement Letter dated April 27, 2016.
2. Sublease dated April 28, 2008 by and between Kmart Corporation, as sublandlord, and Estilos Hair Salon, Inc. as subtenant, as amended by that certain First Amendment to Sublease dated October 1, 2011, and that certain Second Amendment to Sublease dated March 20, 2015.
3. Lease dated October 1, 2007 by and between Troy Coolidge No. 53, LLC, as landlord, and Sang Le d/b/a Pink and White Nails, successor in interest to Tuan Tang as tenant, as amended by that certain First Amendment to Lease dated June 21, 2010, that certain Assignment and Assumption of Lease dated June 14, 2012 between Tuan Tang, as assignor, and Xinh Van Duong, as assignee, that certain Second Amendment to Lease dated July 20, 2012, that certain Conditional Consent to the Assigning of Lease and Leasehold Interests and Obligations dated October 21, 2014 between Troy Coolidge No. 53, LLC, as landlord and Xinh Van Duong, as tenant and guarantor, and that certain Third Amendment to Lease dated May 20, 2016.
4. Lease dated August 20, 2007 by and between Troy Coolidge No. 53, LLC, as landlord and Adil Al-Handani d/b/a Smokes For Less, as amended by that certain First Amendment to Lease dated June 3, 2011, and that certain Second Amendment to Lease dated October 14, 2015.
5. Lease dated March 31, 2000 by and between Troy Coolidge No. 53, LLC, successor-in-interest to KFG-WVC Investments, Ltd., as landlord, and Rick Butterfield, Inc. d/b/a Superior Dry Cleaning & Laundry, successor-in-interest to Rick A. Butterfield, as tenant, as amended by that certain Lease Addendum dated February 15, 2005, that certain First Amendment to Lease dated November 23, 2010, and that certain Second Amendment to Lease Agreement dated April 8, 2015.
6. Lease dated January 21, 2003 by and between Troy Coolidge No. 53, LLC, successor-in-interest to KFG-WVC Investments, Ltd., as landlord, and Drake A. Saxton and Becci Saxton d/b/a Water & Wellness Center, as tenant, as amended by that certain First Amendment to Lease dated November 3, 2011, and that certain Second Amendment to and Reinstatement of Lease Agreement dated April 9, 2015.
7. Lease dated November 1, 2007 by and between Troy Coolidge No. 53, LLC, as landlord, and West 56<sup>th</sup> Dental Associates, Inc., as tenant, as amended by that certain First Amendment to and Reinstatement of Lease dated April 29, 2015.
8. Lease dated April 10, 2007 by and between Troy Coolidge No. 53, LLC, as landlord, and Sizzling Caesar's, LLC, successor-in-interest to Caesar's Utah, LLC, as tenant, as amended by that certain First Amendment to Lease dated February 18, 2016.

9. Lease dated July 21, 2016 by and between Troy Coolidge No. 53, LLC, as landlord and Joyeria Uribe LLC d/b/a Herbal Life, as supplemented by that certain Commencement Letter dated July 21, 2016.

## EXHIBIT A

### **PARCEL 1 (Retail Shops No. 2):**

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 00°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet; thence North 00°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 00°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 00°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 00°09'50" East 7.12 feet; thence South 89°50'10" West 30.50 feet to the point of beginning.

### **PARCEL 2 (Retail Shops No. 1):**

Beginning at a point which is South 89°59'50" West along the section line 362.50 feet and North 00°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 00°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 00°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 00°09'50" West 4.88 feet to the point of beginning.

### **PARCEL 3 (Retail Shops "C"):**

Beginning at a point which is North 00°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 110.50 feet; thence South 00°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 feet; thence South 00°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 00°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 00°09'50" West 268.70 feet; thence North 89°50'10" East 370.50 feet; thence South 00°09'50" East 60.00 feet; thence North 89°59'10" East 229.50 feet; thence South 00°09'50" East 50.50 feet to the point of beginning.

### **PARCEL 4 (Retention Pond):**

An undivided 66.51% interest in and to the following:

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 00°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 00°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 00°09'50" East 185.30 feet to the point of beginning.

### **PARCEL 5:**

Beginning on the West line of 5600 West Street at a point which is North 00°09'50" West along the section line 1346.60 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 620.00 feet; thence North 00°09'50" West 185.30 feet; thence North 89°59'10" East 620.00 feet to the West line of said 5600 West Street; thence South 00°09'50" East along said West line 185.30 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM Parcel 5 the following two (2) tracts:

Beginning at a point North 00°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 110.50 feet; thence North 00°09'50" West 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 00°09'50" East 185.30 feet to the point of beginning.



Beginning at a point on the West line of 5600 West Street, said point being North 00°09'50" West along the section line 1346.60 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 20.00 feet; thence North 00°09'50" West 185.30 feet; thence North 89°59'10" East 20.00 feet to the West line of 5600 West Street; thence South 00°09'50" East along said West line 185.30 feet to the point of beginning.

**PARCEL 6:**

Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 00°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 00°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 383.30 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM Parcel 6 any portion of the following:

Beginning at a point on the West line of 5600 West Street which point is North 00°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 170.00 feet; thence North 00°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 00°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 00°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 00°08'47" East 116.60 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 00°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 00°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 00°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 00°09'50" West along said West line 131.10 feet to the point of beginning.

**PARCEL 7:**

Beginning at a point which is North 00°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet and North 00°09'50" West 50.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 229.50 feet; thence North 00°09'50" West 60.00 feet; thence South 89°59'10" West 370.50 feet; thence North 00°09'50" West 450.00 feet; thence North 89°59'10" East 600.00 feet; thence South 00°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 00°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 00°09'50" East 320.79 feet to the point of beginning.

**PARCEL 8:**

Easements, rights and benefits disclosed in that certain Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements recorded December 16, 1992 as Entry No. 5396348 in Book 6574 at Page 75 and any and all amendments thereto.