

9602866

Recording requested by,
and when recorded return to:

Richard C. Fiddes, Esq.
Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202

9602866
01/05/2006 01:28 PM \$33.00
Book - 9240 Pg - 2540-2550
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARD C FIDDES ESQ
FEDERATED DEPARTMENT STORES
7 W SEVENTH ST
CINCINNATI OH 45202
BY: SEM, DEPUTY - WI 11 P.

ASSIGNMENT & ASSUMPTION AGREEMENT

This ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT"), dated effective as of December 31, 2005, is entered into between **FEDERATED RETAIL HOLDINGS, INC.**, a New York corporation (formerly known as The May Department Stores Company) having a mailing address of 7 West Seventh Street, Cincinnati, Ohio 45202 ("**Assignor**"), and **MACY'S DEPARTMENT STORES, INC.**, an Ohio corporation having a mailing address of 7 West Seventh Street, Cincinnati, Ohio 45202 ("**Assignee**").

RECITALS: Assignor desires to assign, transfer and convey to its affiliate, Assignee, all of Assignor's right, title and interest in, to and under the leases and/or other agreements described below upon the terms and conditions stated below. Assignee desires to accept the assignment of Assignor's interest in such agreements and to assume Assignor's obligations and liabilities thereunder.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

ASSIGNOR HEREBY ASSIGNS, TRANSFERS AND CONVEYS TO ASSIGNEE:

- (i) all of Assignor's benefits, rights, title and interests in and to all leases and/or other agreements relating to real property or improvements at the location described in **EXHIBIT A** hereto, including but not limited to: the leases, construction agreements, reciprocal easement agreements, operating agreements, and other property agreements identified in **EXHIBIT C** hereto; all recorded or unrecorded amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such leases or agreements; subleases; extensions; renewals; expansions; easements; licenses; permits; rights; privileges; immunities; options; rights of refusal or offer; powers; vault, tunnel, bridge, driveway, access, and parking agreements or franchises; uses; usufructs; and any other interest in real estate or rights *in rem* which in any manner affect, benefit or burden such premises or the premises subject of the aforementioned agreements (all such being collectively herein called the "**Leases and Property Agreements**"); and
- (ii) all of Assignor's right, title and interest in and to improvements and fixtures at the locations listed in **Exhibit A** hereto or otherwise covered by the Leases and Property Agreements,

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, subject to the terms, covenants and conditions contained in the Leases and Property Agreements.

Assignee hereby accepts the assignment of the Leases and Property Agreements from Assignor and, for the benefit of the parties to each of the respective Leases and Property Agreements, ASSIGNEE HEREBY ASSUMES AND AGREES TO OBSERVE, PERFORM AND BE BOUND BY all the obligations, terms, covenants and conditions thereof binding on Assignor or to be observed or performed by Assignor thereunder and hereby assumes all liabilities of Assignor arising out of or relating to the Leases and Property Agreements or to acts or events occurring or conditions existing with respect of the Leases and Property Agreements, including (without limitation), all obligations of Assignor to pay rent and other amounts, use restrictions, and applicable covenants against further assignment of any such agreements without the consent of any party(ies) having the right of approval thereunder (if any).

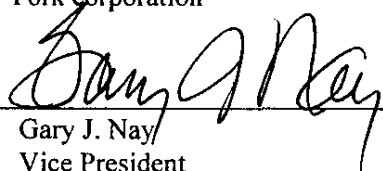
Assignee acknowledges and agrees that the Leases and Property Agreements and Assignor's interest in the subject premises have been assigned to Assignee on an "as is, where is" basis, and that no oral or written representations or warranties concerning any of them have been made in connection with such assignment.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument effective as of the day and year first above written.

ASSIGNOR:

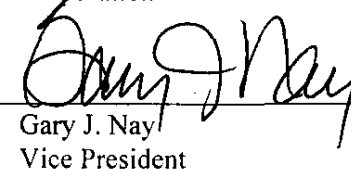
FEDERATED RETAIL HOLDINGS, INC.,
a New York corporation

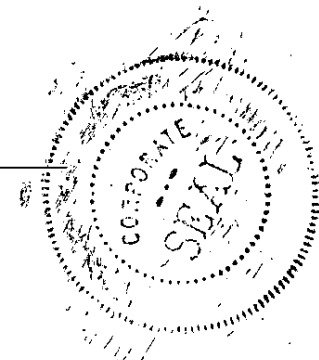
By: 
Gary J. Nay
Vice President



ASSIGNEE:

MACY'S DEPARTMENT STORES, INC.,
an Ohio corporation

By: 
Gary J. Nay
Vice President

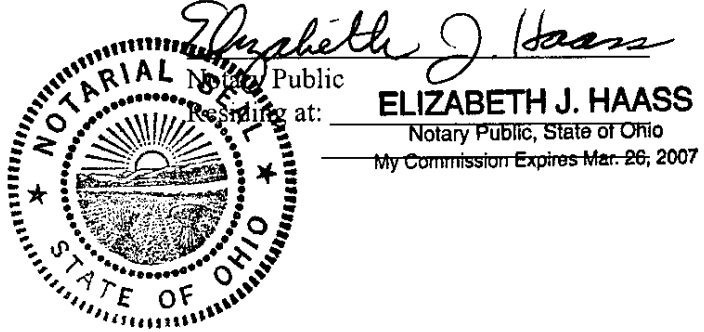


Meier & Frank
Cottonwood Mall
Salt Lake City, UT

STATE OF OHIO }
 } SS:
COUNTY OF HAMILTON }

This instrument was acknowledged before me on December 31, 2005, by Gary J. Nay, Vice President of Federated Retail Holdings, Inc., a New York corporation, on behalf of the corporation.

My Commission Expires:



STATE OF OHIO }
 } SS:
COUNTY OF HAMILTON }

This instrument was acknowledged before me on December 31, 2005, by Gary J. Nay, Vice President of Macy's Department Stores, Inc., an Ohio corporation, on behalf of the corporation.

My Commission Expires:

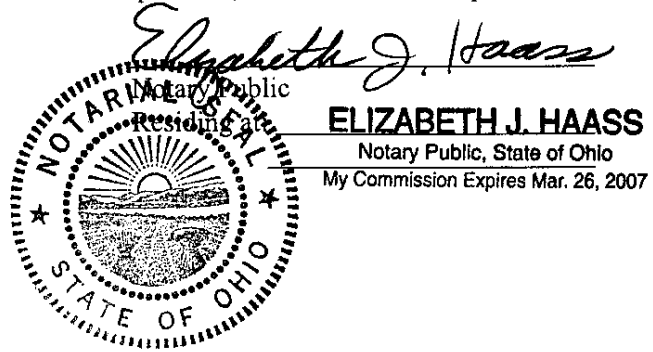


EXHIBIT A

Legal Description:

The Z.C.M.I. Store, shown as parcel "A" on the Site Plan dated April 5, 1982, revised October 27, 1983, by Price Development Company which is attached hereto as Exhibit A-1, being a part of and located on the Shopping Center property more particularly described at Exhibit B.

Plus and Including:

The Expansion Area, comprised of 17,379 square fee, shown on the Master Lease Plan attached hereto as Exhibit A-2, which is also a part of and located on the Shopping Center Property more particularly described at Exhibit B.

EXHIBIT B

A:

BEGINNING on the centerline of the Cottonwood Canal at a point which is South 0°02'52" East along the Section line 657.97 feet, North 89°48' West along the Murray-Holladay Road Monument Line 632.82 feet and South 54°39' East along the centerline of said canal 83.37 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South 89°48' East along said monument line 799.87 feet and South 54°39' East along the centerline of said canal 83.37 feet from the County Monument at the intersection of Murray-Holladay Road and Highland Drive; and running thence North 89°48' West 682.47 feet; thence North 0°12' East 15.0 feet; thence North 89°48' West 144.42 feet to a point on the Easterly right of way line of Highland Drive; thence South 1°46'10" East along said right of way line 42.90 feet; thence North 88°13'50" East along said East line 10.0 feet; to a point of a spiral curve which is concentric with and 50.0 feet radially distant Easterly from a 200.0 foot ten chord spiral for a 4 degree curve to the left; thence Southeasterly along said right of way line and spiral curve 196.50 feet, more or less, to the point of curvature of a 1,382.40 foot radius curve, the center of which bears North 84°13'50" East; thence Southeasterly along said right of way line and the arc of said curve to the left through a central angle of 30°01'30" a distance of 724.43 feet to the point of a spiral curve; thence Southeasterly along said right of way line and the arc of said spiral curve which is concentric with and 50.0 feet radially distant Northeasterly from a 200.0 foot ten chord spiral for a 4-degree curve 196.50 feet, more or less, to the point of tangency; thence South 39°47'40" East along said right of way line 1,124.87 feet; thence South 56°10' East 151.248 feet; thence North 0°35'40" West 40.957 feet to the Northerly right of way line of Arbor Lane (also known as Memory Lane); thence South 85°00' East along said right of way line 352.02 feet to the point of tangency with a 214.51 foot radius curve; thence Easterly along said right of way line and the arc of said curve to the left and through a central angle of 36°58'30" a distance of 138.43 feet to the center of Big Cottonwood Creek; thence along the center of said Creek North 51°30' West 28.31 feet and North 76°00' West 141.00 feet; thence North 44°50' East 155.00 feet; thence North 48°18'24" East 123.45 feet; thence South 57°19' East 134.25 feet to a point on the arc of an 811.00 foot radius curve, the center of which bears North 51°25'30" West; thence Northeasterly along the arc of said curve to the left through a central angle of 4°33'30" a distance of 64.52 feet to a point of a compound curve; thence Northerly along the arc of a 215.79 foot radius curve to the left and through a central angle of 49°37' a distance of 186.87 feet to a point of a compound curve; thence Northwesterly along the arc of an 1,111.28 foot radius curve to the left and through a central angle of 18°38', a distance of 361.40 feet; thence North 34°14' West 64.50 feet to the point of tangency with a 137.34 foot radius curve; thence Northerly along the arc of said curve to the right and through a central angle of 58°19'35" a distance of

139.81 feet to a point on the Southerly flowline of the aforesaid Cottonwood Canal where the center of said curve bears South 65°54'25" East; thence along said Southerly canal flowline North 58°24'30" West 28.49 feet and North 76°46'10" West 40.50 feet and North 60°58'40" West 7.22 feet; thence North 45°15' East 283.30 feet to the Westerly right of way line of Memory Lane; thence North 44°45' West along said right of way line 515.69 feet; thence South 45°15' West 436.77 feet to the center of said Cottonwood Canal; thence along the center of said canal North 33°38' West 41.37 feet and North 40°52'30" West 63.81 feet; thence North 45°15' East 424.48 feet to said Westerly line of Memory Lane; thence North 44°45' West along said right of way line 148.98 feet; thence South 45°15' West 367.04 feet; thence North 22°27'30" West 1.02 feet to the Southerly line of the Kohler property described by that certain Warranty Deed recorded April 7, 1955 as Entry No. 1420461 in the office of Salt Lake County Recorder; thence South 45°15' West along said Southerly line 20.64 feet; thence North 33°30' West along the Westerly line of said property 138.00 feet; thence North 57°12' East along the Northerly line of said property 211.69 feet to an established fence; thence North 38°27' West along said fence 9.83 feet to a fence corner; thence North 57°03' East along said fence 139.75 feet; thence North 8°36' East 19.19 feet to the West line of Memory Lane; thence North along said West line 39.33 feet; thence South 79°00' West 168.45 feet; thence North 2°59' West 8.93 feet to a fence; thence South 79°00' West along said fence line 179.90 feet; thence North 6°38' West 127.07 feet; thence North 3°30' West 72.00 feet; thence North 22°00' East 42.37 feet to the South line of Murray-Holladay Road; thence North 89°48' West along said South line 127.68 feet; thence South 54°39' East 26.05 feet to the point of BEGINNING.

B:

Beginning at the point of intersection of the Northwesterly line of the Kohler property and a chain link fence, said point being South 0°02'52" East along the Section line 1,011.19 feet and West 227.09 feet from the Northeast corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 38°27' East along said chain link fence and its extension 93.02 feet; thence South 45°15' West 203.57 feet; thence North 22°27'30" West 1.02 feet; thence South 45°15' West 20.64 feet; thence North 33°30' West 138.00 feet; thence North 57°12' East 211.69 feet to the point of beginning.

POOR COPY
CO. RECORDER

C:

BEGINNING at a point which is South 0°02'52" East along the Section line 2,657.17 feet and East 332.67 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the boundary line of Cottonwood Mall Shopping Center property and the North right-of-way line of Arbor Lane; and running thence North 51°30' West 28.31 feet; thence North 76°00' West 141.00 feet; thence North 44°50' East 155.00 feet; thence North 48°18'24" East 123.45 feet; thence South 57°19' East 144.30 feet to a point on a curve to the right and the North right-of-way line of Arbor Lane, the center of said curve bears North 51°29'48" West 821.00 feet; thence Southwesterly along the arc of said curve and right-of-way line and through a central angle of 15°05'48" a distance of 216.32 feet; thence South 36°24' East along said right-of-way line 8.50 feet to a point on a curve to the right, the center of which bears North 36°24' West 214.51 feet; thence Westerly along the arc of said curve and right-of-way line and through a central angle of 4°25'30" a distance of 16.57 feet to the point of BEGINNING.

D:

BEGINNING at a point 1,290.84 feet South and 265.5 feet East and South 44°45' East 315.69 feet from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 44°45' East 77 feet; thence South 45°15' West 282.35 feet; thence North 66°20' West 82.4 feet; thence North 45°15' East 312.8 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM the interest conveyed to Salt Lake County by Owners Dedication and Quit Claim recorded December 16, 1952, as Entry No. 1310781, in Book H of Plats at page 1, that portion lying within the boundaries of Memory Lane and Arbor Lane Road.

ALSO EXCEPTING THEREFROM that portion thereof lying West of the center of the Canal Toe Path.

POOR COPY
CO. RECORDER

PENGAD 800-631-6986
EXHIBIT
A-2

THIS PLAN IS A PRELIMINARY PLAN OF THE PROPOSED EXPANSION OF THE COTTONWOOD MALL. IT IS SUBJECT TO THE APPROVAL OF THE CITY OF SALT LAKE CITY AND THE STATE OF UTAH. THE CITY OF SALT LAKE CITY HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY ZONING ORDINANCES AND THE STATE ZONING ACT. THE STATE OF UTAH HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE STATE ZONING ACT.

MASTER LEASE PLAN
 UPPER LEVEL
 SCALE: 1"=40'-0"

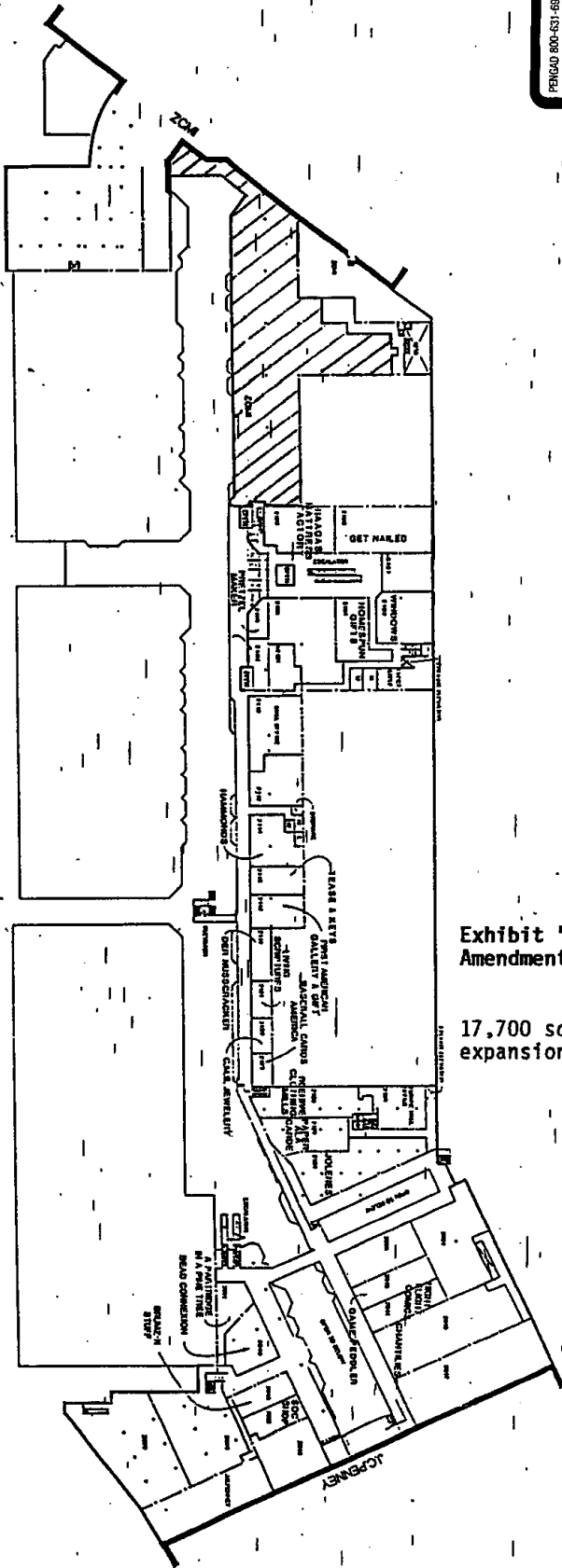


Exhibit "A" to Fourth Amendment to Lease

17,700 square foot expansion space

NO.	DESCRIPTION	AREA (SQ. FT.)	REMARKS
1	REAR COURT	1,200	
2	REAR COURT	1,200	
3	REAR COURT	1,200	
4	REAR COURT	1,200	
5	REAR COURT	1,200	
6	REAR COURT	1,200	
7	REAR COURT	1,200	
8	REAR COURT	1,200	
9	REAR COURT	1,200	
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100	REAR COURT	1,200	

EXHIBIT A *[Signature]*

The construction of buildings on the site shall be in accordance with the applicable zoning and building codes of the City and State of Utah. The construction of buildings on the site shall be in accordance with the applicable zoning and building codes of the City and State of Utah.

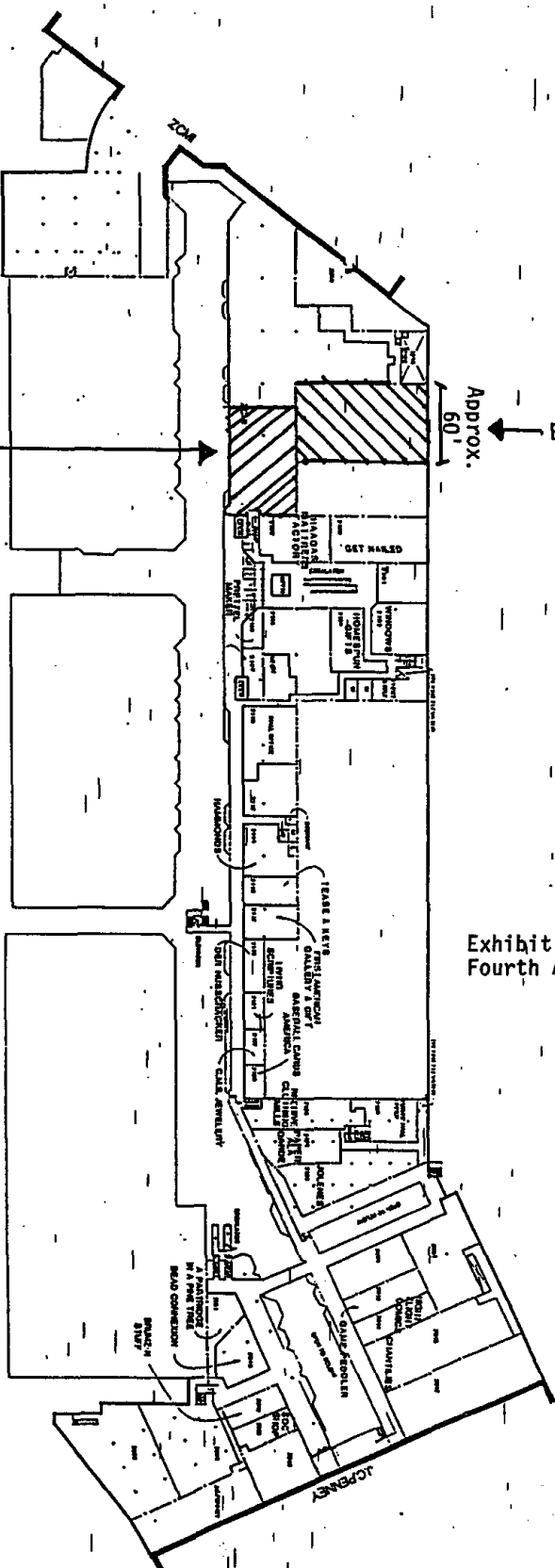
MASTER LEASE PLAN
UPPER LEVEL
SCALE: 1"=40'-0"

Area to be taken back
by Landlord

Approx. 60'
Expansion/Relocation
Area

Exhibit "A-1" to
Fourth Amendment to Lease

Room Number	Area	Notes
100
101
102
103
104
105
106
107
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Handwritten signature and date: 2/2/87

LP

COTTONWOOD MALL
1000 SOUTH 2000 WEST AVENUE
SALT LAKE CITY, UTAH



PRICE DEVELOPMENT COMPANY
1000 SOUTH 2000 WEST AVENUE
SALT LAKE CITY, UTAH 84119

EXHIBIT C

1. Real Estate Lease dated July 7, 1960 by S. M. Horman and Veoma H. Horman, his wife, Lessors, and Zions Cooperative Mercantile Institution, Lessee.
2. Notice of Lease dated January 26, 2000 by Zions Cooperative Mercantile Institution (Tenant) , (predecessor in interest to The May Department Stores Company) and Price Financing Partnership, L.P. (Landlord) recorded January 28, 2000 in Book 8338, Page 8493 of the Salt Lake County, Utah Records.