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Ent 1152442 Bk 1908 Pg 0277
Date 29-Jul-2016 09:05AM Fee \$18.00
Michael Gleed, Rec. - Filed By SA
Cache County, UT
For FOUNDERS TITLE COMPANY - LAYTON
Electronically Submitted by Simplifile

Recording Requested by
and When Recorded, Return to:
Dahan & Nowick LLP
123 Main Street, 9th Floor
White Plains, New York 10601
Attention: M. Marc Dahan, Esq.

ASSIGNMENT AND ASSUMPTION OF LEASE

KMART CORPORATION, a Michigan corporation, having its principal office at 3333 Beverly Road, Hoffman Estates, Illinois 60179 ("Assignor"), in consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, paid by **LOGAN 1750 NORTH MAIN, LLC**, a New York limited liability company, having an address at 295 Madison Avenue, 37th Floor, New York, New York 10017 ("Assignee"), hereby assigns unto Assignee, all of Assignor's right, title, interest, obligations, and liabilities as tenant in and to that certain Lease dated as of December 18, 1979 between C.D.I. - Evans Development Company, predecessor in interest to Logan, UT Realty LLC, as Landlord, and Assignor, as Tenant, a memorandum of which Lease of even date therewith was recorded on February 26, 1980 as Entry No. 430901, in Book 264 at Page 551 of the Official Records of Cache County, Utah, as amended by First Modification of Lease dated June 4, 1980, a memorandum of which First Modification of even date therewith was recorded on June 10, 1980 as Entry No. 433650, in Book 269, at Page 198 of aforesaid Official Records, First Amendment to Lease dated as of November 1, 1990 and Second Amendment to Lease dated as of July 1, 1993, and as extended by Notice Letters of Lease Extension dated January 16, 2006 and January 20, 2011 (the "Lease"), demising premises situated in the City of North Logan, County of Cache and State of Utah and described in Exhibit "A" annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee from and after the date hereof, for all of the rest and remainder of the term thereunder, subject to the rents, terms, covenants, conditions and provisions therein stated.

Assignee hereby accepts the foregoing assignment from Assignor without recourse to Assignor and Assignee assumes from and after the date hereof the timely and true performance of all of the terms, covenants, conditions and provisions of the Lease.

ASSIGNOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LEASE OR THE PREMISES AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT NEITHER ASSIGNOR NOR ITS AGENTS OR EMPLOYEES HAS MADE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE LEASE OR THE PREMISES AND THAT NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED HEREIN OR BY LAW.

Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any claim, cost, charge or liability, including, without limitation, court costs and reasonable attorneys' fees, asserted, brought against or incurred by Assignor arising from or related to any obligation or liability of the "Tenant" under the Lease arising from and after the date of this Assignment and Assumption of Lease.

This Assignment and Assumption of Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

This Assignment and Assumption of Lease shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have caused these presents to be duly executed as of July 12, 2016.



ASSIGNOR:

KMART CORPORATION, a Michigan corporation

By: 

Name: Alan F. Shaw
Title: Authorized Representative

ASSIGNEE:

LOGAN 1750 NORTH MAIN, LLC,
a New York limited liability company

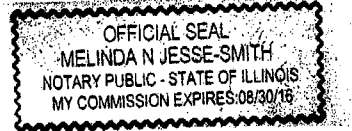
By: 

Name: Joel Suskin
Title: Manager

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 12th day of July, 2016, before me personally appeared Alan F. Shew to me personally known, who being by me duly sworn did say that he is the Authorized Rep of KMART CORPORATION, a Michigan corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument by order of its board of directors.

Melinda N. Jesse-Smith
Notary Public



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 19th day of July, 2016, before me personally appeared Joel Suskin to me personally known, who being by me duly sworn did say that he is a Manager of LOGAN 1750 NORTH MAIN, LLC, a New York limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Lyudmila PINKHASOVA
Notary Public

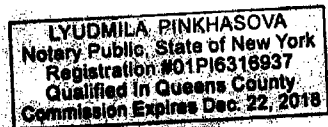


EXHIBIT "A"

Beginning at a point S 88° 16' 32" E, 175.00 ft. and S 1° 03' 43" W, 7.00 ft. from the NW corner of Lot 5, Block 8, Plat "D," Logan Farm Survey, said NW corner of Lot 5 being the intersection of the East R/W Line of U.S. Highway 89-91 and the South R/W Line of a County Road (1800 North Street) in North Logan, Utah and running thence S 88° 16' 32" E, 612.74 ft.; thence S 1° 33' 53" W, 600.00 ft.; thence N 88° 32' 33" W, 115.00 ft.; thence N 88° 32' 33" W, 60.00 ft.; thence N 88° 32' 33" W, 207.50 ft.; thence N 1° 33' 53" E, 20.00 ft.; thence N 88° 32' 33" W 77.50 ft.; thence S 1° 33' 53" W, 142.82 ft.; thence N 89° 17' 04" W, 356.82 ft.; thence N 1° 03' 43" E, 46.51 ft.; thence S 89° 17' 04" E, 150.00 ft.; thence N 1° 03' 43" E, 168.53 ft.; thence N 89° 17' 04" W, 42.00 ft.; thence N 1° 03' 43" E, 150.81 ft.; thence N 88° 56' 17" W, 108.00 ft.; thence N 1° 03' 43" E, 161.50 ft.; thence S 88° 16' 32" E, 150.00 ft.; thence N 1° 03' 43" E, 143.00 ft. to beginning. Containing 9.16 acres more or less.