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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 019854

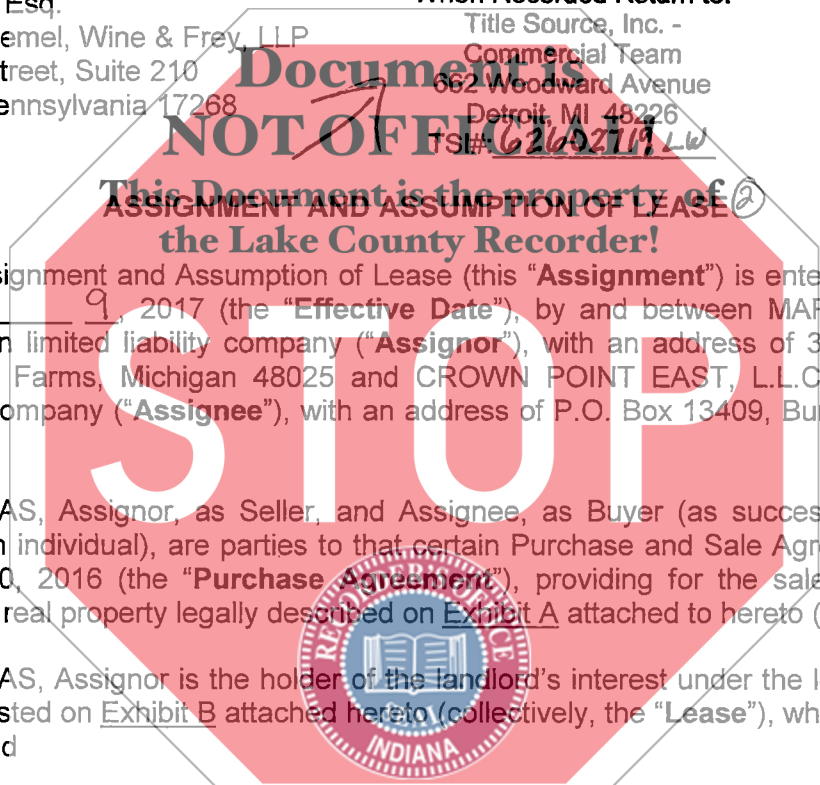
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MICHAEL B. BROWN
RECORDER

Drafted By and ~~When Recorded Return to:~~

William S. Dick, Esq.
Dick, Stein, Schemel, Wine & Frey, LLP
13 West Main Street, Suite 210
Waynesboro, Pennsylvania 17268

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSL# 6260219 LW



This Assignment and Assumption of Lease (this "Assignment") is entered into effective as of March 9, 2017 (the "Effective Date"), by and between MAPLEWOOD 1031 LLC, a Michigan limited liability company ("Assignor"), with an address of 31700 Telegraph, #240, Bingham Farms, Michigan 48025 and CROWN POINT EAST, L.L.C., a Washington limited liability company ("Assignee"), with an address of P.O. Box 13409, Burton, Washington 98013.

WHEREAS, Assignor, as Seller, and Assignee, as Buyer (as successor-in-interest to Randall Guy, an individual), are parties to that certain Purchase and Sale Agreement dated as of November 30, 2016 (the "Purchase Agreement"), providing for the sale by Assignor to Assignee of the real property legally described on Exhibit A attached to hereto (the "Property");

WHEREAS, Assignor is the holder of the landlord's interest under the lease and related documents as listed on Exhibit B attached hereto (collectively, the "Lease"), which Lease affects the Property; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease.

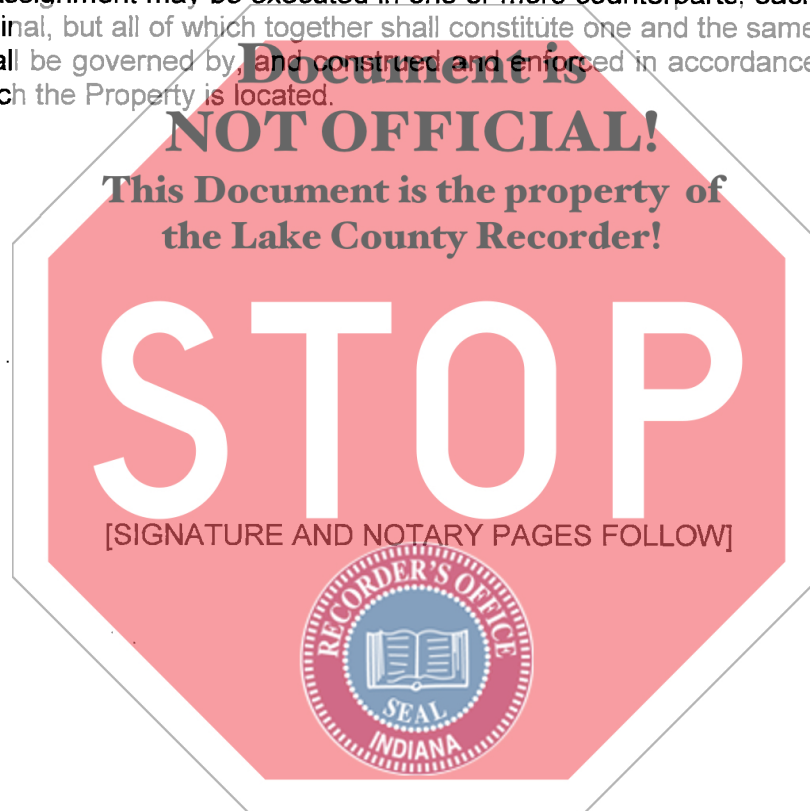
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including without limitation all of Assignor's right, title and interest in and to any security or other deposits. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Lease arising from and after the Effective Date.

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2. **Indemnification.** Assignee will indemnify, defend and hold harmless Assignor from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignee, as the landlord under the Lease, which arises or accrues with respect to the Lease on or after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against all liabilities, obligations, actions, suits, proceedings, claims, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of any act, omission or obligation of Assignor, as the landlord under the Lease, which arose or accrued with respect to the Lease prior to the Effective Date.

3. **Miscellaneous.** The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNOR:

MAPLEWOOD 1031 LLC,
a Michigan limited liability company

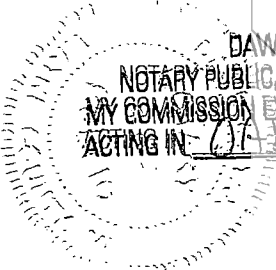
By: BH1031 Manager LLC, a Michigan limited liability company, its Manager

By: [Signature]
Name: Brian Hermelin
Title: Manager



STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of February 2017, by Brian Hermelin, the Manager of BH1031 Manager LLC, a Michigan limited liability company, which is the sole manager of MAPLEWOOD 1031 LLC, a Michigan limited liability company, who executed the foregoing as his free act and deed on behalf of such limited liability company.



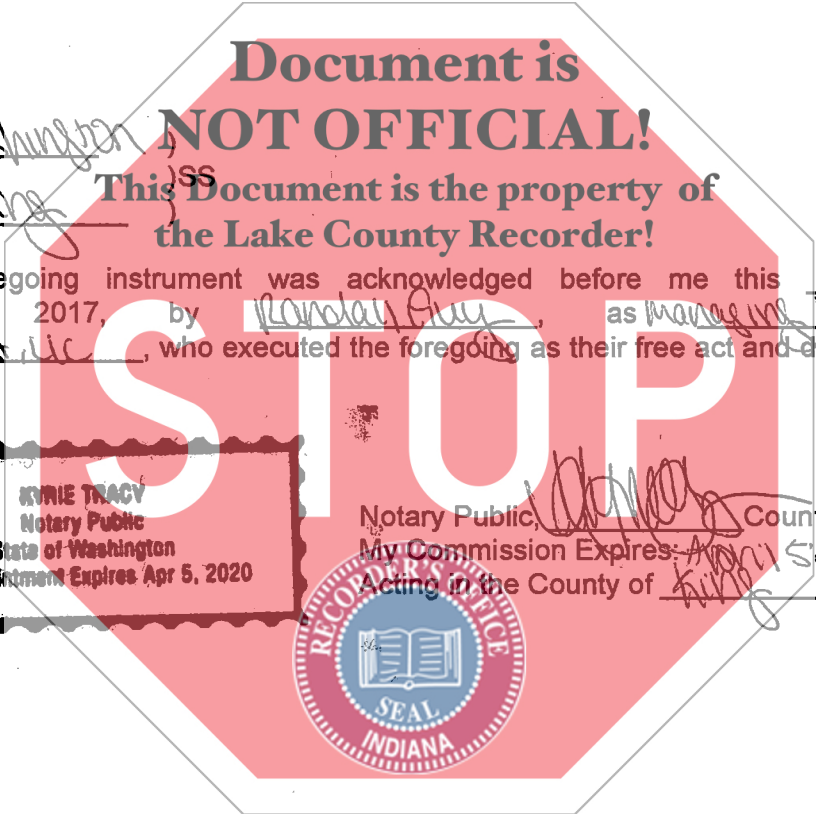
[Signature]
Notary Public, _____ County, _____
My Commission Expires: _____
Acting in the County of _____

[Signature Page to Assignment and Assumption of Lease – Crown Point, IN]

ASSIGNEE:

CROWN POINT EAST, L.L.C.,
a Washington limited liability company

By: [Signature]
Name: Randall Gray
Its: Managing Member



STATE OF Washington
COUNTY OF King

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

The foregoing instrument was acknowledged before me this 7th day of March, 2017, by Randall Gray, as managing member of Crown Point East, LLC, who executed the foregoing as their free act and deed on behalf of such trust.

KYRIE TRACY
Notary Public
State of Washington
My Appointment Expires Apr 5, 2020

[Signature]
Notary Public, King County,
My Commission Expires: April 5, 2020
Acting in the County of King



[Signature Page to Assignment and Assumption of Lease – Crown Point, IN]

EXHIBIT A

Legal Description

Land situated in the City of Crown Point in the County of Lake in the State of IN:

Parcel 1:

Lot 6, Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana.

Except:

A part of Lot 6 in Beacon Hill – Phase One, an addition to the City of Crown Point, Indiana, the plat of which is recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the Southwest corner of said lot; thence North 0 degrees 21 minutes 42 seconds East 305.23 feet along the West line of said lot to a corner of said lot; thence North 0 degrees 16 minutes 05 seconds West 13.93 feet along said West line to the Northwest corner of said lot; thence South 89 degrees 28 minutes 51 seconds East 10.75 feet along the North line of said lot to point "313" designated on said parcel plat; thence South 1 degree 49 minutes 06 seconds East 292.39 feet to point "314" designated on said parcel plat; thence South 67 degrees 43 minutes 29 seconds East 70.60 feet to point "315" designated on said parcel plat, which point is on the South line of said lot; thence South 89 degrees 57 minutes 51 seconds West 87.22 feet along said South line to the point of beginning and containing 6,183 square feet, more or less.

Easement Parcel:

Easements for Ingress/Egress for the benefit of Parcel 1, as granted on the plat of subdivision for Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, over and across Lots 1, 2, 3, 4, 5, 7, 10, 11, and 13 Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana, together with the benefits of the Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated September 22, 2005, and recorded September 26, 2005, as Document No. 2005-084398 in the Office of the Recorder of Lake County, Indiana.

EXHIBIT B

Lease

That certain lease dated September 28, 2005, by and between NEC BROADWAY & 109th LLC, an Illinois limited liability company, as lessor, and Walgreen Co., an Illinois corporation, as lessee, as assigned to Maplewood 1031 LLC, a Michigan limited liability company, as lessor.

