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MICHAEL B. BROWN
RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Paul E. Hammersmith
1671 Lyon Road
Willard, Ohio 44890

When Recorded Return To: B. Keebler
First American Title Insurance Company
National Commercial Services
1201 Walnut, Suite 700
Kansas City, MO 64106
File No: NCS 971867

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES is made this 14th day of August, 2019 between ATT AVON, LLC, a Nevada limited liability company ("Assignor") and STARDUST HOLDINGS, LLC, an Ohio limited liability company ("Assignee"), who agree as follows:

- Assignment and Assumption. For good and valuable consideration including, without limitation, the terms and conditions of that certain Real Property Purchase and Sale Agreement, dated July 25, 2019, between Assignor and Assignee ("**Purchase Agreement**"), effective as of the Effective Date (as hereinafter defined), (a) Assignor assigns to Assignee all right, title and interest of landlord in each of the leases identified on Schedule 1 attached hereto ("**Leases**") between Assignor and the tenants described therein ("**Tenants**"), and (b) Assignee accepts the assignment and hereby assumes and agrees to perform, as a direct obligation to the Tenants all the obligations and liabilities of Assignor as landlord under the Leases to be performed from and after the Effective Date (as defined below). Notwithstanding the foregoing, Assignor shall retain all rights to its pro rata share of any rent and additional rent or charges payable under the Leases for periods prior to the Effective Date, subject, however, to the more specific provisions of the Purchase Agreement.
- Effective Date. This Assignment shall be deemed effective on the date of Closing (as defined in the Purchase Agreement) ("**Effective Date**").
- Attorneys' Fees. In any action between the parties to enforce any of the terms or provisions of this Assignment, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees, as the court shall determine. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

\$ 2500
V#1726130307
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4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Severability. If any provision of this Assignment shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Assignment shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

7. Counterparts. This Assignment may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed Assignment. This Assignment may also be executed by delivery by facsimile of an executed counterpart of this Assignment. ~~The parties hereto agree that the signature of any party transmitted by facsimile with confirmation of transmission shall have binding effect as though such signature were delivered as an original.~~



IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

ASSIGNOR:

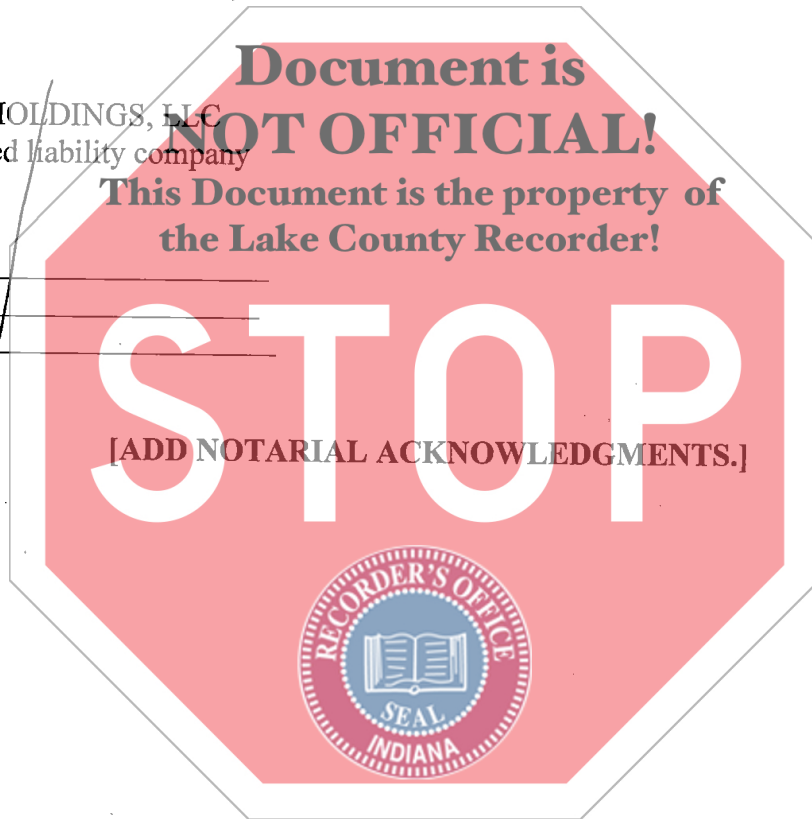
ATT AVON, LLC
A Nevada limited liability company

By: SG Ellison
Name: SG Ellison
Title: Vice President

ASSIGNEE:

STARDUST HOLDINGS, LLC
An Ohio limited liability company

By: _____
Name: _____
Title: _____



IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

ASSIGNOR:

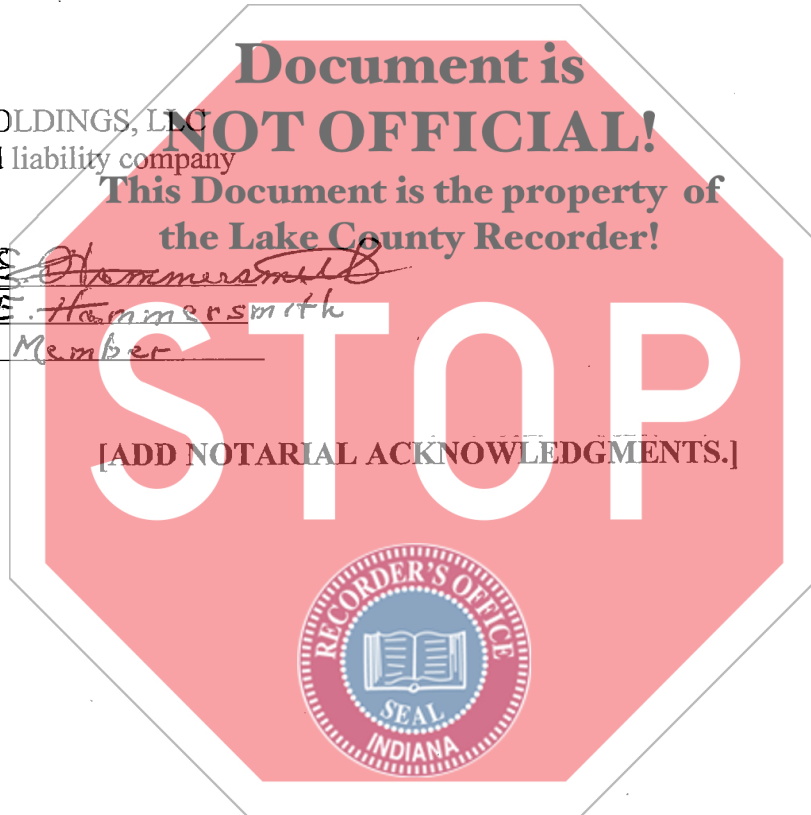
ATT AVON, LLC
A Nevada limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

STARDUST HOLDINGS, LLC
An Ohio limited liability company

By: *Paul E. Hammersmith*
Name: *Paul E. Hammersmith*
Title: *Sale Member*



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

**Document is
NOT OFFICIAL!**

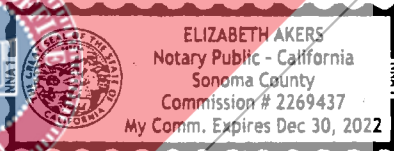
**This Document is the property of
the Lake County Recorder!**

On August 12, 2019, before me, Elizabeth Akers, Notary Public, personally appeared SG Ellison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Elizabeth Akers
Notary Public



NOTARY SEAL

NOTARY ACKNOWLEDGMENT

State of Ohio

(SS)

County of Huron

On this 13 day of August, 2019, before me, the undersigned notary public, personally appeared Paul Hammersmith, Manager of Stardust Holdings LLC, an Ohio limited liability company, known to me, or who proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

In witness whereof, I hereunto set my hand and official seal.

Cynthia L. McLeod
Notary Public

Print Name Cynthia L. McLeod

My commission expires: 11-8-2020



CYNTHIA L. McLEOD
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
November 8, 2020

**Schedule 1 to
Assignment and Assumption of Leases**

1. That certain Land and Building Lease dated May 16, 2018 between Servus, Inc., an Indiana corporation as landlord and LJS Opco One, LLC, a Delaware limited liability company as tenant for that certain real property commonly known as 2831 East 38th Street, Indianapolis, Indiana.

2. That certain Land and Building Lease dated May 16, 2018 between Servus, Inc., an Indiana corporation as landlord and LJS Opco One, LLC, a Delaware limited liability company as tenant for that certain real property commonly known as 850 North Main Street, Crown Point, Indiana.



EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS NUMBER ONE (1), TWO (2), AND THREE (3) IN LAY'S FIRST EAST 38TH STREET SUBDIVISION OF LOTS NUMBER 145 AND 146 IN EDWARD F. CLAYPOOL'S NORTHEASTERN PARK ADDITION TO THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 25, PAGE 319 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

ALSO:

LOT NUMBER ONE HUNDRED AND FORTY-FOUR (144) IN EDWARD F. CLAYPOOL'S NORTHEASTERN PARK ADDITION TO THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 15, PAGE 50, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

EXCEPT: THAT PART OF THE AFORESAID LOTS CONVEYED TO THE CITY OF INDIANAPOLIS, INDIANA, BY CORPORATE WARRANTY DEED DATED JUNE 29, 1994 AND RECORDED JANUARY 10, 1995 AS INSTRUMENT NUMBER 95-3160 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 2 IN LAY'S FIRST EAST 38TH STREET SUBDIVISION AS RECORDED IN PLAT BOOK 25, PAGE 319 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 33.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 35.40 FEET TO THE NORTH LINE OF SAID LOT 2, DISTANT 12.80 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 12.80 FEET TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, MORE OR LESS.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN NORTH 5.0 FEET AND EAST 10.6 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER QUARTER SECTION, WHICH IRON PIN IS ON THE RIGHT-OF-WAY LINE OF MAIN STREET (STATE ROAD 55) AND 30.0 FEET FROM THE CENTERLINE OF SAID STREET; THENCE EAST 148.0 FEET TO AN IRON PIN; THENCE NORTH 85.0 FEET TO AN IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE P.C.C. & ST. LOUIS RAILROAD; THENCE NORTH 44

DEGREES 24 MINUTES WEST 211.5 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET (STATE ROAD 55); THENCE SOUTH 236.0 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 158.6 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND ON THE SOUTHERLY RIGHT-OF-WAY OF THE P.C.C. & ST. LOUIS RAILROAD; THENCE NORTH 45 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 50.0 FEET TO THE CENTER LINE OF SAID RAILROAD; THENCE NORTH 44 DEGREES 17 MINUTES 14 SECONDS WEST, 264.07 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET SAID POINT BEING 10.6 FEET EAST OF THE WEST LINE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 08 MINUTES 45 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 71.79 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE P.C.C. & ST. LOUIS RAILROAD; THENCE SOUTH 44 DEGREES 17 MINUTES 14 SECONDS EAST ALONG SAID RIGHT-OF-WAY, 212.55 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PART DEEDED TO HENRY J. NYENHUIS BY CORPORATE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2003-000985 IN THE OFFICE OF THE LAKE COUNTY, INDIANA RECORDER DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE P.C.C. AND ST. LOUIS RAILWAY (PENNSYLVANIA RAILROAD) (100 FEET WIDE RIGHT-OF-WAY) AND EAST RIGHT OF WAY LINE OF MAIN STREET (STATE ROUTE 55); THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, A DISTANCE OF 100.03 FEET; THENCE WEST PERPENDICULAR WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 69.92 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID MAIN STREET; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 71.53 FEET, THE POINT OF BEGINNING, LAKE COUNTY, INDIANA.

ALSO EXCEPT THAT PART DEEDED TO F & H PROPERTIES, INC. BY WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2004-012704 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS

FOLLOWS: COMMENCING AT A POINT 100 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00° 00' 00" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 164.34 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE P.C.C. AND ST LOUIS RAILWAY (PENNSYLVANIA RAILROAD); THENCE SOUTH 44° 20' 52" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, 14.31 FEET; THENCE SOUTH 00° 00' 00" EAST, 143.06 FEET; THENCE SOUTH 90° 00' 00" EAST, 148.60 FEET; THENCE SOUTH 00° 00' 00" WEST 80.49 FEET TO THE CENTERLINE OF SAID P.C.C. AND ST. LOUIS RAILWAY (PENNSYLVANIA RAILROAD) RIGHT-OF-WAY; THENCE SOUTH 44° 20' 52" EAST CONTINUING ALONG SAID CENTERLINE 51.15 FEET; THENCE SOUTH 45° 39' 08" WEST PERPENDICULAR TO THE SAID CENTERLINE 50.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE NORTH 00° 00' 00" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER 71.53 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS, ALL IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

PARCEL 4:

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PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE P.C.C. AND ST. LOUIS RAILWAY (PENNSYLVANIA RAILROAD) (100 FEET WIDE RIGHT-OF-WAY) AND EAST RIGHT OF WAY LINE OF MAIN STREET (STATE ROUTE 55); THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, A DISTANCE OF 100.03 FEET, TO THE POINT OF BEGINNING; THENCE EAST, PERPENDICULAR WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 78.68 FEET, THENCE SOUTH, 158.60 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 80.49 FEET, TO A POINT ON THE CENTERLINE OF SAID P.C.C. AND ST. LOUIS RAILWAY (PENNSYLVANIA RAILROAD); THENCE NORTHWESTERLY ALONG SAID CENTERLINE A DISTANCE OF 112.56 FEET TO THE POINT OF BEGINNING, LAKE COUNTY, INDIANA.

INSTRUMENT PREPARED BY:

Individual Name: Benjamin Vick

Firm: A&C Ventures, Inc.

Address: 465 First Street West, 2nd Floor, Sonoma, CA 95476

Phone Number: (707) 935-3700 ext 120

INDIANA REDACTING STATEMENT

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law /s/ Benjamin Vick

