

Title of Document: Assignment and Assumption of Lessee's Interest in Ground Lease

Date of Document: _____, 202__

Grantor(s)*: Big Creekwood Commons, LLC, a Delaware limited liability company

Grantee(s)*: ENGLEWOOD SC L.L.C., a Delaware limited liability company

Grantee(s) Mailing Address: ENGLEWOOD SC L.L.C.
c/o Woodbury Corporation
2733 E Parleys Way, Ste 300
Salt Lake City, UT 84109

Legal Description: All of the North 130 feet of the East 165.00 feet of the Northeast Quarter of the Northwest Quarter of Section 35, Township 51, Range 33, in Kansas City, Clay County, Missouri, except that part thereof in North Oak Trafficway, and except that part thereof in N.E. Englewood Road (now platted as Tract 2, CREEKWOOD OAKS THIRD PLAT, a subdivision of land in Kansas City, Clay County, Missouri).

Reference Book and Page(s): Document No. G-12226, Book 1853, Page 107
Document No. M-80326, Book 2510, Page 706
Document No. 2007020360, Book 5708, Page 4
Document No. 2014013132, Book 7300 Page 66
Document No. 2014016795, Book 7318 Page 71

ASSIGNMENT AND ASSUMPTION OF LESSEE'S INTEREST IN GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF LESSEE'S INTEREST IN GROUND LEASE, dated _____, 202__ between BIG CREEKWOOD COMMONS, LLC, a Delaware limited liability company, having an office at c/o BIG Shopping Centers USA, Inc., 8805 W. Van Buren Street, Tolleson, AZ 85353 ("Assignor" or "Grantor"), and ENGLEWOOD SC L.L.C., a Delaware limited liability company, having an office at 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109-1662 ("Assignee" or "Grantee").

RECITALS

A. Assignor is the holder of the lessee's interest under that certain Lease Agreement by and between the City of Kansas City, Missouri, lessor, and North Oak Retail partnership, lessee, dated March 30, 1988, notice of which is given by Memorandum of Lease recorded July 8, 1988, as Document No. G-12226, in Book 1853, Page 107, Clay County, Missouri records, as assigned by Creekwood Commons Inc., successor to North Oak Retail Partnership, to J.A. Peterson Enterprises, Inc. by that certain Assignment and Assumption of Lessee's Interest in Ground Lease, dated December 14, 1995, and recorded December 14, 1995, as Document No. M-80326, in Book 2510, Page 706, aforesaid records, as assigned by J.A. Peterson Enterprises, Inc. to Creekwood Commons, LLC by that certain Assignment and Assumption of Lessee's Interest in Ground Lease recorded May 17, 2007, as Document No. 2007020360, in Book 5708, Page 4, aforesaid records, as amended by that certain Amendment to Lease Agreement by and between Creekwood Commons, LLC and the City of Kansas City, Missouri, dated April 8, 2014, notice of which is given by the Amendment to Memorandum of Lease dated April 8, 2014 and recorded May 14, 2014, as Document No. 2014013132 in Book 7300 Page 66, and assigned by Creekwood Commons, LLC to BIG Creekwood Commons, LLC, by that certain Assignment and Assumption of Lessee's Interest in Ground Lease, dated June 17, 2014, and recorded June 17, 2014, as Document No. 2014016795, in aforesaid records (collectively, the "Ground Lease") leasing the following described property:

All of the North 130 feet of the East 165.0 feet of the Northeast Quarter of the Northwest Quarter of Section 35, Township 51, Range 33, in Kansas City, Clay County, Missouri, except that part thereof in North Oak Trafficway, and except that part thereof in N.E. Englewood Road (now platted as Tract 2, CREEKWOOD OAKS THIRD PLAT, a subdivision of land in Kansas City, Clay County, Missouri).

B. Assignor desires to assign, and Assignee desires to assume, the lessee's interest under the Ground Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest as lessee in, to and under the Ground Lease, effective as of the date hereof, and subject to the terms, covenants, conditions and provisions of the Ground Lease.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms, covenants, conditions and provisions of the Ground Lease.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment, assumes and agrees to perform all of the terms, covenants, conditions and obligations of Assignor, including all indemnification obligations of Assignor, under the Ground Lease arising or accruing from and after the date hereof, releases Assignor therefrom, and shall well and truly perform all of the terms, covenants, conditions and obligations under the Ground lease arising or accruing from and after the date hereof all with the same force and effect as if Assignee had signed the Ground Lease originally as the lessee named therein.

This Assignment and Assumption of Lessee's Interest in Ground Lease may be executed in one or more counterparts; provided, however, that all such counterparts, taken together, shall constitute but one complete agreement.

The covenants, agreements, terms, provisions and conditions contained in this Assignment and Assumption of Lessee's Interest in Ground Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Assignment and Assumption of Lessee's interest in Ground Lease has been executed as of the date and year first above written.

ASSIGNOR:

BIG CREEKWOOD COMMONS, LLC,
a Delaware limited liability company

By: BIG Shopping Centers USA, Inc.,
a Delaware corporation, its Manager

By:
Name: Michael Bar
Title: President and CEO

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) SS.

This instrument was acknowledged before me on this __ day of _____, 202_, by Michael Bar, the President and CEO of BIG Shopping Centers USA, Inc., a Delaware corporation, as the Manager of BIG CREEKWOOD COMMONS, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires: _____

ASSIGNEE:

ENGLEWOOD SC L.L.C.,
a Delaware limited liability company

By: WCL GP L.L.C., a Delaware limited liability
company, Its Manager

By: Woodbury Corporation, a Utah corporation,
Its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, the _____ of Woodbury Corporation, a Utah corporation, manager of WCL GP L.L.C., a Delaware limited liability company, the manager of ENGLEWOOD SC L.L.C., a Delaware limited liability company, and _____, the _____ of Woodbury Corporation, a Utah corporation, manager of WCL GP L.L.C., a Delaware limited liability company, the manager of ENGLEWOOD SC L.L.C., a Delaware limited liability company.

Notary Public


My Commission Expires: _____

**CONSENT TO ASSIGNMENT, ASSUMPTION AND
ENCUMBERENCE OF LESSEE'S INTEREST IN GROUND LEASE**

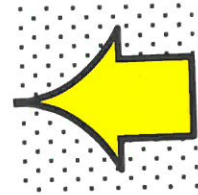
The undersigned, lessor under the Ground Lease, hereby consents to: (A) the assignment of the Ground Lease from Assignor to Assignee pursuant to the terms of the foregoing Assignment and Assumption of Lessee's Interest in Ground Lease (the "Assignment"); and (B) the release of Assignor from all of the terms, covenants, conditions and obligations under the Ground Lease arising or occurring from and after the date of the Assignment.

Further, the undersigned hereby certifies to Assignee and Lender that: (A) the Ground Lease is in full force and effect; (B) the Ground Lease has not been modified or amended in any respect; and (C) to the knowledge of the undersigned, there are no existing defaults or conditions which, with the passing of time or the giving of notice or both, may constitute a default under the Ground Lease.

CITY OF KANSAS CITY, MISSOURI

By: 
 Name: Yolanda McKinzy
 Title: Director of General Services

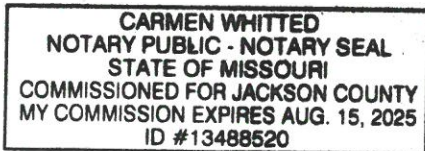
STATE OF MO)
) SS.
 COUNTY OF Jackson)

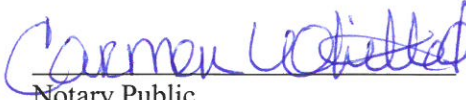


NOTARIZE

BE IT REMEMBERED, that on this 23 day of November, 2022 before me a Notary Public in and for said County and State, personally appeared Yolanda McKinzy, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that she/he is the Agent of the CITY OF KANSAS CITY, MISSOURI, a Municipal corporation, that foregoing instrument, has signed on behalf of said city, and said person acknowledge said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




 Notary Public

My Commission Expires: 8/15/2025