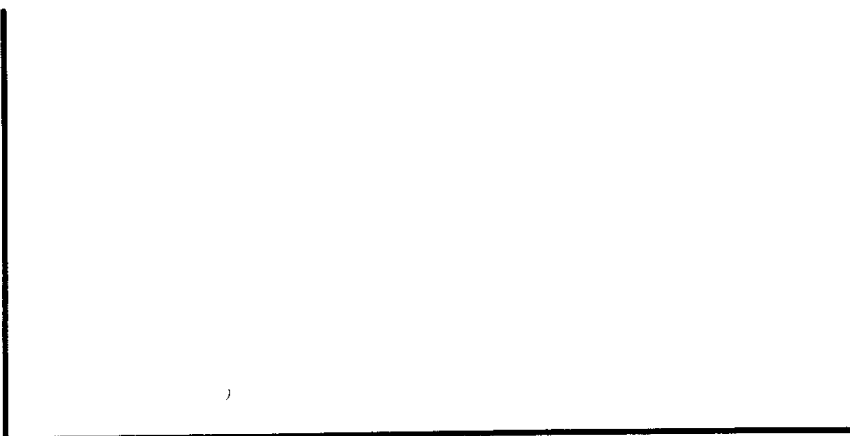


THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING
RETURN TO:
Gregg M. Dorman, Esq.
Seyfarth Shaw
55 E. Monroe, Suite 4200
Chicago, Illinois 60603
PIN: # 07-25-300-056-0000
07-25-300-055-0000



Above space for recorder's use

Address of Property:
600 Meacham Road
Elk Grove Village, Illinois

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

DEC CC15865 JR
2 of 3

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this 5TH day of May, 2003 between **KMART CORPORATION**, a Michigan corporation, having its office at 3100 W. Big Beaver Road, Troy, Michigan 48084-3163 ("Assignor") and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, having its office at 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("Assignee").

WITNESSETH

WHEREAS, Assignor entered into that certain lease more particularly described in Schedule 1 attached hereto and made a part hereof (as the same may have been amended, supplemented or extended from time to time, and together with any and all other leases and agreements affecting the Premises (hereinafter defined) including, without limitation, the subleases, if any, more particularly described in Schedule 2 attached hereto (collectively, the "Lease"), whereby Assignor leases from the landlords set forth in Schedule 1 certain real properties more particularly described in Schedule 3 and in the Lease (the "Premises");

WHEREAS, on January 22, 2002, Assignor and certain of its affiliates filed voluntary petitions for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq., as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"); and

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WHEREAS, on April 9, 2003, pursuant to the Order Approving Standing Bidding Procedures to be Utilized in Connection with Asset Sales, the parties entered into that certain Asset Purchase Agreement for the Purchase of Certain Leasehold Interests (the "Agreement"), which provided for this Assignment; and

WHEREAS, on April 28, 2003, the Bankruptcy Court approved the Agreement and the parties entering into the Assignment, as reflected in the Order Pursuant to 11 U.S.C. §§ 363 and 365 and Fed. R. Bank. P. 6004 and 6006 Authorizing Debtors to Sell, Assume and Assign Certain Real Property to Home Depot U.S.A., Inc. (Store No. 4821) (the "Final Order"); and

WHEREAS, subject to the terms of this Assignment, Assignor desires to assign and transfer all of its right, title and interest in the Lease and the estate created thereby to Assignee and Assignee desires to purchase and accept such assignment and assume all rights, duties and obligations of the Assignor under the Lease arising on and after the Assignment Date, as defined herein.

NOW THEREFORE, the parties hereto for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is conclusively acknowledged by the parties hereto, agree as follows:

1. Assumption of Lease. As of the Assignment Date, Assignor hereby assumes the Lease pursuant to 11 U.S.C. Section 365.
2. Assignment of Lease. As of the Assignment Date, Assignor hereby assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease including, without limitation, any security deposits thereunder.
3. Assumption of Leasehold Obligations. Assignee hereby accepts the foregoing assignment and covenants with Assignor, that from and after the Assignment Date, Assignee and its successors and assigns hereby assume and agree to keep, perform, fulfill or cause to be performed all of the terms, covenants, conditions and obligations contained in the Lease, as modified by the Final Order, which, by the respective terms therein, are imposed upon Assignor.
4. Ratification of Lease. Assignor and Assignee hereby ratify, reaffirm and adopt and agree that the Lease shall be in full force and effect as to Assignee, subject to such changes and modifications as are reflected in the Final Order.
5. Indemnification. Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless from and against all claims, damages, losses, costs and expenses (including attorneys' fees) arising in connection with the Lease and relating to the period subsequent to the Assignment Date.

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6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state where the Premises are located.

7. Assignment Date. The "Assignment Date" shall mean the day and year first written above.

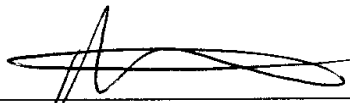
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Assignment to present any copy, copies or facsimiles signed by the parties to be charged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first written above.

ASSIGNOR
K MART CORPORATION,
a Michigan corporation

ASSIGNEE
HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: 
Randall H. Stephens
Senior Corporate Counsel – Real
Estate

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, _____ of **KMART CORPORATION**, a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this _____ day of April, 2003.

Notary Public

My Commission expires: _____

STATE OF GEORGIA)
)SS.
COUNTY OF COBB)

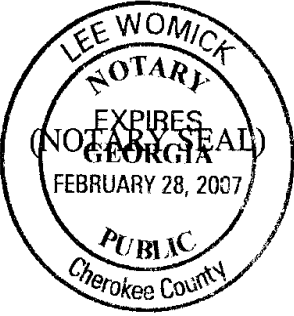
On this 11th day of April, 2003, before me appeared Randall H. Stephens, to me personally known, who, being by me duly sworn, did say that he is the Senior Corporate Counsel – Real Estate of **HOME DEPOT U.S.A., INC.**, a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Lee Womick

Notary Public

My term expires:
2-28-07



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6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state where the Premises are located.

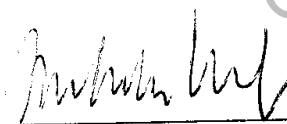
7. Assignment Date. The "Assignment Date" shall mean the day and year first written above.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Assignment to present any copy, copies or facsimiles signed by the parties to be charged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first written above.

ASSIGNOR
KMART CORPORATION,
a Michigan corporation

ASSIGNEE
HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: 

By: _____

Name: _____

Name: _____

Its: MICHELLE GLUCK

Its: _____

Vice President - Real Estate & Construction

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Gina Valent, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michelle Gluck, VP of Real Estate Const of KMART CORPORATION, a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 2nd day of May, 2003.

Gina M. Valent
Notary Public

My Commission expires: _____



STATE OF GEORGIA)
) SS.
COUNTY OF COBB)

On this _____ day of April, 2003, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **HOME DEPOT U.S.A., INC.**, a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

(NOTARY SEAL)

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SCHEDULE 1

Store # 4821 – Elk Grove Village, Illinois:

Lease dated January 25, 1995, between KBS Retail Limited Partnership and Kmart Corporation.

Memorandum of Lease dated January 25, 1995 between KBS Retail Limited Partnership and Kmart Corporation, recoded January 31, 1995, as Document Number 95072983 with the Office of Cook County Recorder of Deeds.

Amended Memorandum of Lease, dated January 25, 1995 and recorded on October 23, 1995 as Document Number 95-722711.

First Amendment to Lease (DOCUMENT MISSING).

Second Amendment to Lease, dated March 31, 1999 between Elk Grove, S.K. L.P. and Kmart Corporation.

Subordination, Nondisturbance and Attornment Agreement, January 31, 2001, by and between Kmart Corporation and LaSalle Bank National Association and recorded March 14, 2001 as Document Number 0010200833.

Subordination, Nondisturbance and Attornment Agreement by and between Kmart Corporation and LaSalle National Bank recorded on October 23, 1995 as Document Number 95722794.

License Agreement between Elk Grove Village, IL and Kmart Corporation recorded May 19, 1993 as Document No. 93378422.

Together with rights under:

Declaration of Covenants, Conditions and Restrictions and Grant of Easement, dated March 4, 1993, made by Kmart Corporation and recorded in the Recorder's Office on April 15, 1993 as Document Number 93-278481.

First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easement, dated July 6, 1994, made by Kmart Corporation and recorded in the Recorder's Office on August 4, 1994 as Document Number 94-688443.

Second Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easement, dated March 31, 1999, made by Kmart Corporation and recorded in the Recorder's Office on March 7, 2000 as Document Number 00162350, including Agreement attached thereto and made a part thereof, Consented to by Elk Grove, S.K. L.P. and LaSalle Bank, N.A.

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SCHEDULE 3

LEGAL DESCRIPTION

PARCEL 1

LOT 1A OF SUPER KMART CENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF PROPOSED LOT 1 IN SUPER K-MART CENTER IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SUPER KMART CENTER RESUBDIVISION NO. 1 AFORESAID RECORDED JANUARY 21, 2000 AS DOCUMENT 00053995 IN COOK COUNTY, ILLINOIS.

PARCEL 2

PROPOSED LOT 2 IN SUPER KMART CENTER IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1993 AS DOCUMENT 93278482 IN COOK COUNTY, ILLINOIS.