



LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT ("**Assignment**") has been made and entered into as of October 16, 2019, by DMK DEVELOPMENT – SHERIDAN, LLC, of 4927 East Stariha Drive, Suite B, Norton Shores, Michigan 49441 ("**Assignor**"), and FEM EAST BRUNDAGE LANE LLC, a Wyoming limited liability company, of 2 Changebridge Road, Montville, NJ 07045 ("**Assignee**"), based on the following facts:

A. As of the date of this Assignment, Assignor has transferred to Assignee certain real estate commonly known as 1140 E. Brundage Ln., Sheridan, Wyoming and more particularly described on **Exhibit A** attached to this Assignment ("**Property**"), subject to those matters specified in the deed for the Property ("**Permitted Exceptions**").

B. The Property contains a one story building being utilized as a Tractor Supply Company retail store and associated parking areas, and in connection with the transfer of the Property, Assignor and Assignee desire that Assignor assign its interest as landlord under all leases of the Property to Assignee, and Assignee perform the obligations of Assignor as landlord under the leases after the date of this Assignment.

Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which they acknowledge, agree:

1. **Assignment.** Assignor assigns to Assignee all of Assignor's right, title, and interest in the lease of the Property by Assignor to Tractor Supply Company, a Delaware corporation dated June 25, 2014 ("**Lease**"), effective as of the date of this Assignment.

2. **Assumption.** Assignee assumes and agrees to perform all of the terms, covenants, and conditions of the Lease to be performed on the part of the landlord of the Lease from and after the date of this Assignment. All rentals and expenses received from the Property's tenant shall be prorated between Assignor and Assignee as of the date of this Assignment.

3. **Indemnity.** Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all claims, demands, suits, actions, liabilities, and expenses (including, without limitation, reasonable attorney fees): (a) that arise out of or result from Assignor's failure to perform its obligations and liabilities under this Assignment; and (b) that arise out of or result from Assignor's failure to perform its obligations as landlord under the Lease prior to the date of this Assignment. Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all claims, demands, suits, actions, liabilities, and expenses (including, without limitation, reasonable attorney fees) (a) that arise out of or result from Assignee's failure to perform its obligations and liabilities under this Assignment; and (b) that arise out of or result from Assignee's failure to perform its obligations as landlord under the Lease after to the date of this Assignment.

4. **Miscellaneous.** This Assignment may not be amended, modified, or terminated orally, and may only be so amended, modified, or terminated by an instrument in writing signed by both Assignor and Assignee. This Assignment may be executed in one or more counterparts, and by the different parties to this Assignment on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Assignment, shall be deemed to have the same legal effect as original signatures on this Assignment. This Assignment shall bind Assignor, Assignee, and their respective successors and assigns. If any provision of this Assignment is invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Assignment.

Assignor and Assignee have signed this Lease Assignment as of the date set forth above.

Assignor:

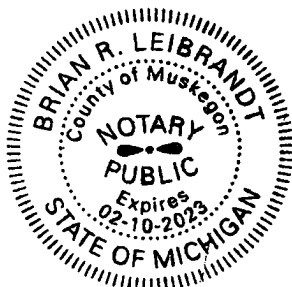
DMK DEVELOPMENT – SHERIDAN,
LLC, a Michigan limited liability company

By Kettler Real Estate Services, LLC, a
Michigan limited liability company, Its
Manager

By *Chris Kettler*
Christopher J. Kettler, Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 16th day of October, 2019, by Christopher J. Kettler, as Manager of Kettler Real Estate Services, LLC, a Michigan limited liability company, which is the Manager of DMK Development – Sheridan, LLC, on behalf of each of the foregoing the limited liability companies.



[Signature]
Notary public, State of Michigan, County of Muskegon
My commission expires 2/10/23
Acting in the County of Muskegon



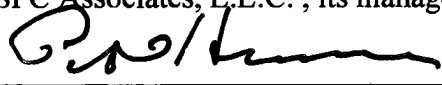
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BOOK: 584 PAGE: 68 FEES: \$21.00 PK ASSIGNMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Assignee:

FEM EAST BRUNDAGE LANE LLC, a
Wyoming limited liability company

By: SPC Associates, L.L.C., its manager

By

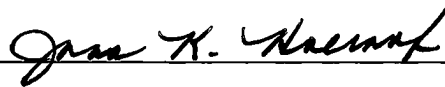

Peter O. Hanson, manager

STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN _____)

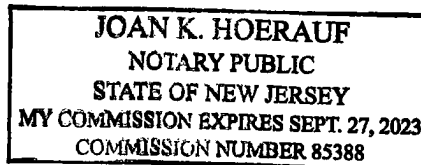
The foregoing instrument was acknowledged before me this 14 day of
October, 2019, by Peter O. Hanson, as manager of SPC Associates, L.L.C., manager of FEM
EAST BRUNDAGE LANE LLC, a Wyoming limited liability company, on behalf of said FEM
East Brundage Land LLC.



Notary public, State of NJ, County of Bergen

My commission expires 9/27/23

Acting in the County of Bergen





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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A

Property

Land situated in the County of Sheridan, and State of Wyoming, described as:

LOT 1, DMK SUBDIVISION, A SUBDIVISION IN SHERIDAN COUNTY, WYOMING, AS
RECORDED OCTOBER 9, 2014 IN BOOK D OF PLATS, PAGE 23.

NO. 2019-753611 ASSIGNMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801