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LANCASTER COUNTY, NE

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

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 landlord set forth in Schedule 1 that certain real property 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

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. 7550) (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.

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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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE BLOCKS
CONTAINED ON NEXT PAGE]


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

ASSIGNOR

ASSIGNEE

KMART CORPORATION,
a Michigan corporation

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

By: 
Name: MICHELLE GLUCK
Its: Vice President - Real Estate & Construction

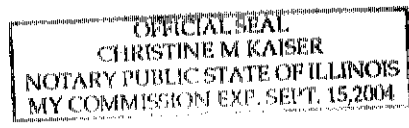
By: _____
Name: _____
Its: _____

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, Notary Public for the County and State aforesaid, certify that Michelle Gluck personally came before me this day and acknowledged that s/he is a VP of Real Estate and Controller of KMART CORPORATION, a Michigan corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by such corporation.

WITNESS my hand and official stamp or seal, this 2nd day of May, 2003.

Notary Public Christine M Kaiser
Name: _____
My Commission Expires: _____



[NOTARIAL SEAL]

STATE OF GEORGIA)
) SS:
COUNTY OF COBB)

I, Notary Public for the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is a _____ of HOME DEPOT U.S.A., INC., a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by such corporation.

WITNESS my hand and stamp or seal at this _____ day of April, 2003.

Notary Public
Name: _____
My Commission Expires: _____

[NOTARIAL SEAL]

After Recording Return to:
Seyfarth Shaw
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
Attn: Gregg M. Dorman, Esq.

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

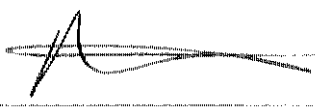
ASSIGNOR

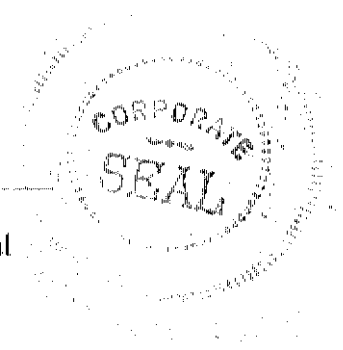
KMART CORPORATION,
a Michigan corporation

By: _____
Name: _____
Its: _____

ASSIGNEE

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

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



STATE OF _____)
) SS:
COUNTY OF _____)

I, Notary Public for the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that s/he is a _____ of KMART CORPORATION, a Michigan corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by such corporation.

WITNESS my hand and official stamp or seal, this _____ day of April, 2003.

Notary Public _____
Name: _____
My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF GEORGIA)
) SS:
COUNTY OF COBB)

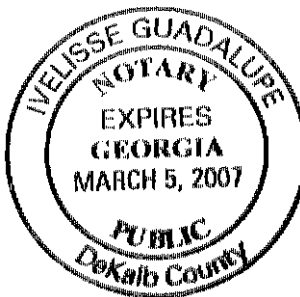
I, Notary Public for the County and State aforesaid, certify that Randall H. Stephens personally came before me this day and acknowledged that s/he is a Senior Corporate Counsel -- Real Estate of HOME DEPOT U.S.A., INC., a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by such corporation.

WITNESS my hand and stamp or seal at this 11th day of April, 2003.

Notary Public Ivelisse Guadalupe
Name: _____
My Commission Expires: 03/05/07

[NOTARIAL SEAL]

After Recording Return to:
Seyfarth Shaw
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
Attn: Gregg M. Dorman, Esq.



SCHEDULE 1

Store #7550 – Lincoln, Nebraska

Lease dated October 5, 1992 between 27th Street Associates, Ltd., a Nebraska limited partnership, and Kmart Corporation, a Michigan corporation.

Memorandum of Lease dated October 5, 1992.

First Amendment to Lease dated October 12, 1993.

First Amended and Restated Memorandum of Lease dated October 12, 1993 recorded as Instrument Number 93-47551 with the Lancaster County, Nebraska Register of Deeds.

Second Amendment to Lease dated January 23, 1998 and recorded as Instrument No. 98-003286 with the Lancaster County, Nebraska Register of Deeds.

Subordination, Nondisturbance, and Attornment Agreement dated February 3, 1998 by Kmart Corporation and Financial Federal Savings Bank, recorded as Instrument Number 98-4490.

Together with rights under:

Development, Operation and Easement Agreement dated January 23, 1998 among Kmart Corporation, a Michigan corporation, Eustis Associates, a Delaware general partnership, and Lincoln Video, Inc., a Nebraska corporation, recorded as Instrument Number 98-003287 with the Lancaster County, Nebraska Register of Deeds.

SCHEDULE 2

None.

SCHEDULE 3

Lots 1 and 2, Cornhusker Crossing 2nd Addition, Lincoln, Lancaster County, Nebraska.