

**AFTER RECORDING
RETURN TO:**

Stewart Title Guaranty Company
1717 Main Street, Suite 3500
Dallas, Texas 75201
ATTN: Courtney Tanner, Closing Coordinator
Phone: 214-413-1808
courtney.tanner@stewart.com
G. F. No. 17000220291

Assignment and Assumption of Leases

Date: **October 13th, 2017**

Assignor: **VIA Real Estate, LLC, a Wyoming limited liability company, as
Successor in Interest to VIA Real Estate, LLC, a Nevada limited
liability company**

Assignor's Mailing Address: **13105 Dover Avenue, Lubbock, Texas 79424**

Assignee: **The EUGENE AUGUST MACEDO AND SHIRLEY ANN
MACEDO TRUST U/D/T DATED OCTOBER 2, 1997, a
California domiciled trust**

Assignee's Mailing Address: **5470 Beaver Lane, Discovery Bay, California 94505**

Property (including any improvements):

**SEE EXHIBIT A ATTACHED HERETO, MADE
A PART HEREOF, AND INCORPORATED HEREIN FOR ALL PURPOSES**

Leases Assigned: All agreements under which any portion of the Property is used or occupied by anyone, other than Assignor, including those described as follows:

That certain LEASE Agreement by and between VIA Real Estate, LLC, a Nevada limited liability company, and Family Dollar Inc., a North Carolina corporation, dated May 26th, 2016, the SHORT FORM LEASE for which was made and entered into as of May 26th, 2016 and recorded as Document numbered 557170 on November 2nd, 2016 in the Official Public Land Records of Lyon County, Nevada.

Assumed Leases: The lease agreements described as follows:

That certain LEASE Agreement by and between VIA Real Estate, LLC, a Nevada limited liability company, and Family Dollar Inc., a North Carolina corporation, dated May 26th, 2016, the SHORT FORM LEASE for which was made and entered into as of May 26th, 2016 and recorded as Document numbered 557170 on November 2nd, 2016 in the Official Public Land Records of Lyon County, Nevada.

Consideration:

\$10.00 and other good and valuable consideration, and pursuant to the terms of that certain **COMMERCIAL EARNEST MONEY CONTRACT (Real Estate Purchase Agreement)** by and between Assignor and **EUGENE MACEDO and Wife, SHIRLEY MACEDO**, dated **September 25th, 2017**; as same has subsequently been assigned to **The EUGENE AUGUST MACEDO AND SHIRLY ANN MACEDO TRUST UD/T DATED OCTOBER 2, 1997, a California domiciled trust**, as Grantee; as same may have been amended from time to time; and as said contract has since been assigned to the Assignee herein.

Assignor is conveying the Property to Assignee by deed dated the effective date.

Assignor, for the consideration and subject to the Reservations from the Conveyance and the Exceptions to Conveyance and Warranty in the deed, to the extent they affect the Leases, assigns to Assignee all of Assignor's right, title, and interest in and to the Leases. Assignor binds Assignor and Assignor's heirs and successors to warrant and forever defend all and singular the Leases to Assignee and Assignee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty in the deed, to the extent they affect the Leases.

Assignee assumes and agrees to perform the landlord's obligations under the Assumed Leases arising after this date. The obligation to repay security and prepaid rental deposits to tenants under the Assumed Leases is limited to the amount of cash delivered or credited by Assignor to Assignee with respect to security and prepaid rental deposits.

Assignee will indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignee's failure to perform any of the obligations of the landlord under the assumed Leases after the effective date.

Assignor will indemnify, defend, and hold Assignee harmless from any loss, attorney's fees, expenses, or claims arising out of or related to Assignor's failure to perform any of the obligations of the landlord under the Leases before the effective date.

Assignor does further hereby assign to Assignee that certain **GUARANTY** of the lease agreement assigned and assumed hereby; which **GUARANTY** was executed and delivered to Assignor's predecessor in interest by Family Dollar Stores, Inc.

When the context requires, singular nouns and pronouns include the plural.

THIS ASSIGNMENT AND ASSUMPTION OF LEASES IS EXECUTED this 10th day of **October, 2017** as to **Assignor**, to be effective **October 13th, 2017**.


VIA Real Estate, LLC, a Wyoming limited liability company, as Successor in Interest to VIA Real Estate, LLC, a Nevada limited liability company

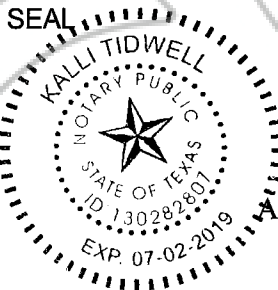
By: 
Chad A. Merchant, Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS }
COUNTY OF LUBBOCK }

This instrument was acknowledged before me on the 10th day of **October, 2017**, by **Chad A. Merchant**, one of the Managers of **VIA REAL ESTATE, LLC**, a Wyoming limited liability company, acting in its capacity as Successor in Interest to **VIA REAL ESTATE, LLC**, a Nevada limited liability company, for and on behalf of and as the binding act of the said company, by signing his name thereto after first having been duly authorized so to do.


Notary Public, State of Texas



[THIS SPACE INTENTIONALLY LEFT BLANK]

Assignee's signatures and acknowledgement begins next page.

EXECUTED this 11 day of **October, 2017** as to Assignee, to be effective **October 13th, 2017.**

ASSIGNEE

The EUGENE AUGUST MACEDO AND SHIRLEY ANN MACEDO TRUST U/D/T DATED OCTOBER 2, 1997, a California domiciled trust

By: Eugene August Macedo Trustee
Eugene August Macedo, Trustee

By: Shirley Ann Macedo Trustee
Shirley Ann Macedo, Trustee

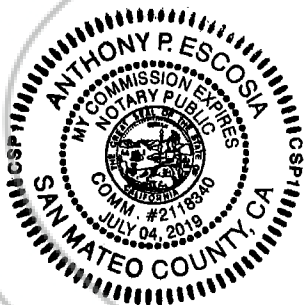
ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF Costa Costa

This instrument was acknowledged before me on the 11th day of **October, 2017**, by **Eugene August Macedo and Shirley Ann Macedo, Trustees of The EUGENE AUGUST MACEDO AND SHIRLEY ANN MACEDO TRUST U/D/T DATED OCTOBER 2, 1997**, a California domiciled trust, for and on behalf of and as the binding act of the said trust, by signing their names thereto after first having been duly authorized by said trust so to do.

SEAL



[Signature]
Notary Public, State of California

[THIS SPACE INTENTIONALLY LEFT BLANK]

Legal description begins next page.

EXHIBIT A
Legal Description – Wellington FD

All that certain lot, piece or parcel of land lying entirely within Parcel B, as shown on the Official Plat of Topaz Ranch Estates Unit No. 4, recorded November 16, 1970, Book 1 of Maps, as Document No. 50212, filed for record in the Office of the County Recorder, Douglas County, Nevada, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Block V, Topaz Ranch Estates Unit No. 4 and proceeding thence along the Easterly side of Albite Road, South 12° 23' 37" East, 440.12 feet to the beginning of a curve to the left, the tangent of which bears the last described course; thence proceeding along said curve, having a central angle of 03° 21' 07" a radius of 970.00 feet, through an arc length of 56.74 feet to the true point of beginning, said point also being the beginning of a curve to the left, the tangent of which bears South 15° 44' 44" east; thence along said curve, having a central angle of 06° 45' 26" a radius of 970.00 feet, through an arc length of 114.40 feet to a point of compound curvature, the tangent of which bears, South 22° 30' 10" East, thence along said curve to the left, having a central angle of 90° 00' 00" a radius of 40.00 feet through an arc length of 62.83 feet to a point on the Northerly line of Nevada State Highway No. 3; thence along said Northerly line North 67° 29' 50" East 268.06 feet; thence North 17° 25' 10" West, 126.83 feet; thence South 72° 34' 51" West 313.80 feet to the True Point of Beginning.