

EXHIBIT B

TERMINATION OF LEASE

TERMINATION OF LEASE

THIS TERMINATION OF LEASE (this "**Termination Agreement**") is made as of the _____ day of _____, 2023 (the "**Termination Date**"), by and between THE CITY OF ESCONDIDO, having a mailing address of _____ (the "**Landlord**") and TRANSFORM OPERATING STORES LLC, a Delaware limited liability company, having a mailing address of 5407 Trillium Boulevard, Suite B120, Hoffman Estates, Illinois 60789 (the "**Tenant**" and together with the Landlord, each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

REFERENCE is made to the following facts:

A. Tenant (as successor in interest to Sears, Roebuck and Co., a New York corporation ("**Sears**")), and Landlord are parties to that certain Ground Lease dated November 26, 1986, as amended by that certain Notice of Extension of Lease dated August 31, 2005, Renewal Letter dated August 18, 2010, Renewal Letter dated August 21, 2015, Renewal Letter dated August 17, 2020, as affected by that certain Short-Form Lease dated November 26, 1986 and recorded November 26, 1986 as Instrument No. 86-549262 in the Official Records of San Diego County, California, and as affected by that certain Assignment and Assumption of Lease dated May 13, 2019 between Tenant and Sears (collectively, the "**Lease**") for premises (known as Store #1758) located in Escondido, California (as more particularly described in the Lease, the "**Demised Premises**").

B. Subject to the terms and conditions set forth herein, Tenant desires to terminate the Lease and its obligations as Tenant under the Lease and to surrender the Demised Premises on an "AS IS, WHERE IS" basis to Landlord, and Landlord desires to recover possession of the Demised Premises, terminate its obligations under the Lease and release and discharge Tenant from further performance of the provisions of the Lease as of the Termination Date.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration by each of the Parties hereto to the other of them in hand this day paid, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The Lease, and each and all of the Landlord's and Tenant's respective rights and obligations under the Lease shall terminate effective as of the Termination Date, all with the same force and effect as though such date had originally been specified in the Lease as the expiration date of the term thereof.

2. On the Termination Date, Tenant shall surrender and deliver the Demised Premises to Landlord "AS IS, WHERE IS" and in the then current condition as of the Effective Date, but

free and clear of all financing encumbrances created by Tenant. Any personal property left in the Demised Premises after the Termination Date shall be deemed abandoned by Tenant, and Landlord shall have the right to dispose of, lease or convey same, without liability or compensation to Tenant.

3. Effective upon the Termination Date, each of Landlord and Tenant hereby forever remises, releases and discharges the other Party and any direct or indirect partner, member, shareholder of such Party (or any officer, director, agent, advisor, representative, member, investor, manager, personal representative or employee of any such direct or indirect partner, member or shareholder) from any and all claims, liabilities, damages, losses, demands, causes of action and obligations (collectively, "**Claims**"), which either Party ever had, now has or in the future may have against the other Party arising from, under or in any way related to the Lease or the Demised Premises. The mutual releases set forth in this Section 3 are intended as full settlements and compromises of each, every and all Claims of every kind and nature, except for common law liability for fraud and provided that the foregoing release shall not preclude a Party from exercising rights it has against the other Party in connection with any civil litigation or arbitration proceedings involving a third party.

4. Memorandum of Termination. On the Termination Date, the Parties agree that the Memorandum of Lease Termination in the form attached hereto as Exhibit A may be recorded in the official records of San Diego County, California.

5. Voluntary Agreement. The Parties have read this Termination Agreement and the mutual releases contained in it, and on advice of counsel they have freely and voluntarily entered into this Termination Agreement.

6. Governing Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Binding Effect. All of the provisions of this Termination Agreement are hereby made binding upon and shall inure to the benefit of the personal representatives, heirs, successors, and assigns of both parties hereto.

8. Unenforceable or Inapplicable Provisions. If any provision of this Termination Agreement is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

9. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Termination Agreement may also be executed by.pdf file transmission via electronic mail, and .pdf file signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, Tenant and Landlord have each executed this Termination of Lease as of date first written above.

TENANT:
TRANSFORM OPERATING STORES LLC,
a Delaware limited liability company

By: _____
Name: D. Scott Carr
Title: Authorized Representative

LANDLORD:

CITY OF ESCONDIDO

By: _____
Name:
Title:

EXHIBIT C

FORM OF MEMORANDUM OF TERMINATION OF LEASE

**RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:**

SPACE ABOVE THE LINE FOR RECORDER'S USE

MEMORANDUM OF TERMINATION OF LEASE

A.P.N. 760-170-23-00
THE UNDERSIGNED TENANT DECLARES:
DOCUMENTARY TRANSFER TAX IS \$0.00 San
Diego County, \$0.00 City of Escondido
X Computed on the consideration or value of
property conveyed; OR ...Computed on the
consideration or value less liens or encumbrances
remaining at time of sale.
[] Unincorporated area: [X] City of Escondido

This is an termination of ground
lessee's interest in a lease.
Lease commencement date: March 2,
1986
Lease Closing Date: _____.

This **MEMORANDUM OF TERMINATION OF LEASE** (this "**Memorandum**") is made as of _____, 2023 ("**Effective Date**") by and between TRANSFORM OPERATING STORES LLC, a Delaware limited liability company ("**Tenant**"), having a mailing address of 5407 Trillium Boulevard, Suite B120, Hoffman Estates, Illinois 60789, and THE CITY OF ESCONDIDO ("**Landlord**"), having a mailing address c/o _____.

WITNESSETH:

WHEREAS, Tenant (as successor in interest to Sears, Roebuck and Co., a New York corporation ("**Sears**")), and Landlord are parties to that certain Ground Lease dated November 26, 1986, as amended by that certain Notice of Extension of Lease dated August 31, 2005, Renewal Letter dated August 18, 2010, Renewal Letter dated August 21, 2015, Renewal Letter dated August 17, 2020, as affected by that certain Short-Form Lease dated November 26, 1986 and recorded November 26, 1986 as Instrument No. 86-549262 in the Official Records of San Diego County, California, and as affected by that certain Assignment and Assumption of Lease dated May 13, 2019 between Tenant and Sears (collectively, the "**Lease**") for premises in Escondido, California (the "**Demised Premises**"); which Demised Premises are more particularly described in the Lease and affecting the following real property legally described on Exhibit A.

WHEREAS, Tenant and Landlord have entered into that certain Termination of Lease (the “**Termination Agreement**”), dated of even date herewith, under which Landlord and Tenant have agreed to terminate all of Tenant’s rights, title, interest and obligations in the Lease as of the Effective Date.

NOW THEREFORE, Tenant and Landlord confirm that the Lease is hereby terminated as of the Effective Date and agree that this Memorandum should be recorded in the land records for San Diego, California, to place a notice thereof in the public records and agree as follows.

1. Definitions. Any capitalized term not otherwise defined herein has the same meaning ascribed to such term in the Termination Agreement.

2. Incorporation. The Termination Agreement contains other terms, conditions, provisions, covenants, representations, and warranties, and notice is hereby given that reference should be had to the Termination Agreement directly with respect to the details of such terms, covenants, and conditions. All of the foregoing are hereby incorporated into this Memorandum by reference as though fully set forth herein, and both the Termination Agreement and this Memorandum are deemed to constitute a single instrument. Nothing contained herein may be construed to amend, modify, amplify, interpret, or supersede any provision of the Termination Agreement.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered will be deemed an original, and such counterparts together constitute one and the same instrument.

4. Conflict. If there is any conflict between the terms and conditions of the Termination Agreement and this Memorandum, the terms and conditions of the Termination Agreement control.

(Remainder of Page Intentionally Left Blank. Signature pages to follow)

IN WITNESS WHEREOF, Tenant and Landlord have each executed this Memorandum of Termination of Lease as of date first written above.

TENANT:

TRANSFORM OPERATING STORES LLC,
a Delaware limited liability company

By: _____
Name: D. Scott Carr
Authorized Representative

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, an authorized representative of TRANSFORM OPERATING STORES LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged s/he signed and delivered said instrument as her/his free and voluntary act and the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2023.

Notary Public
Commission Expires: _____

LANDLORD:
CITY OF ESCONDIDO

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On _____ before me, _____,
(here insert name and title of the officer)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO TERMINATION OF LEASE
LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Escondido, County of San Diego, State of California, and is described as follows:

PARCEL A:

PARCEL 1 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

PARCEL B:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL A, INCLUDING BUT NOT LIMITED TO EASEMENTS FOR PEDESTRIAN USES, AUTOMOBILE USE, INGRESS AND EGRESS AND PARKING AND CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE OF UTILITY LINES, STRUCTURAL SUPPORT, CONSTRUCTION AND ENCROACHMENT, FIRE AND SERVICE CORRIDORS AND OTHER INCIDENTAL USES, ALL AS SET FORTH AND ESTABLISHED IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT (HEREINAFTER REA, DATED NOVEMBER 26, 1986, EXECUTED BY EWH ESCONDIDO ASSOCIATES, L.P., A DELAWARE LIMITED PARTNERSHIP, CARTER HAWLEY HALE STORES, INC., A DELAWARE CORPORATION, SEARS ROEBUCK AND CO., A NEW YORK CORPORATION, J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, NORDSTROM, INC., A WASHINGTON CORPORATION AND ADCOR REALTY CORPORATION, A NEW YORK CORPORATION AND THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, RECORDED NOVEMBER 26, 1986, INSTRUMENT NO. 86-549267, OFFICIAL RECORDS, AS MODIFIED BY FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 14, 2014 AS INSTRUMENT NO. 2014-0100990, OFFICIAL RECORDS, IN, OVER, AND UPON THOSE CERTAIN PARCELS MORE PARTICULARLY DESCRIBED AS PARCELS 1 THROUGH 6 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986, AS SET FORTH IN THE R.E.A., TOGETHER WITH ALL OF THE RIGHTS POWERS AND PRIVILEGES AND BENEFITS UNDER SAID CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT ACCRUING TO EWH ESCONDIDO ASSOCIATES L.P., A DELAWARE LIMITED PARTNERSHIP, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF

IMPROVEMENTS, ALL AS MORE PARTICULARLY SET FORTH IN AND SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN EASEMENT, LICENSE, CONSTRUCTION, AND MAINTENANCE AGREEMENT EXECUTED BY AND BETWEEN EWH ESCONDIDO ASSOCIATES, L.P. AND THE CITY OF ESCONDIDO DATED AS OF MAY 30, 1985 RECORDED JUNE 13, 1985 AS FILE NO. 85-210724 OF OFFICIAL RECORDS AS AMENDED BY FIRST AMENDMENT TO EASEMENTS, LICENSE, CONSTRUCTION AND MAINTENANCE AGREEMENT RECORDED AUGUST 23, 1985 AS FILE NO. 85-307344 OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 760-170-23-00