

# **EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION OF LEASES**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TREVI ENTERPRISES LLC**, an Ohio limited liability company, having its principal office located at 8400 Industrial Parkway, Plain City, Ohio 43064 (“**Assignor**”), hereby sells, transfers, assigns and sets over unto **EXETER 870 CLAYCRAFT, L.P.**, a Delaware limited partnership (“**Assignee**”), its legal representatives, successors and assigns all of Assignor’s right, title and interest in, to and under (a) those certain leases referred to on Exhibit A attached hereto and made a part hereof (the “**Leases**”) affecting the real estate legally described in the Agreement (as hereinafter defined) and commonly known as 870-950 Claycraft Road, Columbus, Ohio 43230 (the “**Property**”) and (b) the rent therein referred except, however, that portion of said rent attributable to periods of time prior to the Closing Date (as defined in that certain Agreement of Sale by and between Assignor and Assignee dated as of August 12, 2020; as amended, the “**Agreement**”) and (c) all tenant security deposits under the Leases.

Assignee does hereby accept the foregoing Assignment and Assumption of Leases subject to the terms and conditions herein and in the Leases, and does hereby assume, without exculpation, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Leases arising from and after the Closing Date. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including without limitation reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with the Leases as to events occurring from and after the Closing Date. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Leases as to events occurring prior to the Closing Date.

This Assignment and Assumption of Leases shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.


This Assignment and Assumption of Leases may be executed in counterparts, and as so executed shall constitute one and the same agreement.

*[Signatures on next pages]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases this 22<sup>nd</sup> day of October, 2020.

ASSIGNOR:

**TREVI ENTERPRISES, LLC**, an Ohio limited liability company,

By:   
Name: ROBERT J. BIONDI  
Title: MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases this 26<sup>th</sup> day of October, 2020.

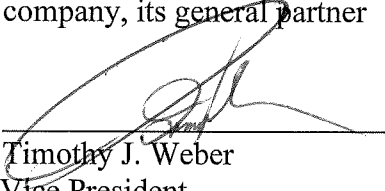
ASSIGNEE:

**EXETER 870 CLAYCRAFT, L.P.**, a Delaware limited partnership

By: Exeter Core III GP Loan 2, LLC, a Delaware limited liability company, its general partner

By: Exeter Industrial Core Fund III REIT I, LP, a Delaware limited partnership, its sole member

By: Exeter Industrial Core Fund Management III, LLC, a Delaware limited liability company, its general partner

By:   
Name: Timothy J. Weber  
Title: Vice President

**EXHIBIT A**  
**(TO ASSIGNMENT AND ASSUMPTION OF LEASES)**  
**LIST OF LEASES**

Lease Agreement with Schenker, Inc dated December 23, 2019

Lease Agreement with ADB Safegate Americas, LLC dated November 2019.

Lease Agreement with Central City Recycling dated October 28, 2019, as amended by First Amendment to Lease dated September 18, 2020.

Lease Agreement with Benchmark Industrial, Inc. dated February 25, 2019; and Guaranty of Lease dated March 1, 2019 by Jim Reid.

Lease Agreement with Benchmark Industrial, Inc. dated May 1, 2020; and Guaranty of Lease dated May 13, 2020 by Jim Reid.