

RECORDING REQUESTED BY AND
RETURN TO:

CMK2 Pelham, LLC
181 W. Madison, Suite 4700
Chicago, IL 60602
Attn: Gregg Graines

20180511000162400
05/11/2018 11:51:04 AM
ASSIGN 1/6

(Space Above This Line For Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "**Assignment**") is made and entered into as of the 3rd day of May, 2018 (the "**Effective Date**"), by and between Pelham Medical Properties, LLC, a Delaware limited liability company (f/k/a HCP Family Medicine South MOB, LLC), having its principal office and place of business at 181 W. Madison Street, Chicago, Illinois 60602 ("**Assignor**"), and CMK2 Pelham, LLC, a Delaware limited liability company, having its principal office and place of business at 181 W. Madison Street, Chicago, Illinois 60602 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of March 13, 2018 (as amended, the "**Purchase Agreement**"), pursuant to which Assignee agreed to purchase all of Assignor's rights, title and interest in and under the Ground Lease. Any capitalized term used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement, unless otherwise expressly provided herein.

WHEREAS, pursuant to that certain Ground Lease by and between Brookwood Center Development Corporation, an Alabama corporation, ("**Lessor**") and NSC 31, L.L.C., an Alabama limited liability company, ("**Lessee**"), dated as of October 16, 1998, as evidenced by that certain Memorandum of Ground Lease by and between Lessor and Lessee, dated as of October 16, 1998, as affected by that certain Assignment and Assumption of Tenant's Interest in Ground Lease and Special Warranty Deed by and between Lessee and HCP Family Medicine South MOB, LLC, a Delaware limited liability company, dated as of January 4, 2006, (as amended or assigned from time to time, the "**Ground Lease**"), whereby Lessor leased to Lessee that certain parcel of real property located in the County of Shelby, Alabama, and more particularly described on Exhibit "A" attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of its right, title and interest in and to the Ground Lease to Assignee, and Assignee has agreed to assume and perform Assignor's liabilities and obligations arising under the Ground Lease on and after the date hereof, all in accordance with this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment

. Assignor hereby assigns, transfers, and conveys to Assignee as of the Effective Date all of Assignor's right, title and interest as tenant in and to the Ground Lease (including, without limitation, all of Assignor's right, title and interest in, to, and under all Improvements related thereto) and all of the rights, benefits and privileges of the tenant thereunder.

2. Assumption

. Assignee hereby assumes as of the Effective Date all liabilities and obligations of Assignor under the Ground Lease which arise on or after the date hereof and agrees to perform, all obligations of Assignor under the Ground Lease which are to be performed or which become due on or after the Effective Date.

3. Amendment of Memo of Lease

. The execution and recording of this Assignment shall serve to amend any memorandum of the Ground Lease and any preceding assignment which may currently be of record and to reflect that Assignee is and shall be the Lessee under the Ground Lease from and after the Effective Date.

4. Further Assurances

. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts

. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect

. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

7. Governing Law

. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of Alabama.

[Reminder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

PELHAM MEDICAL PROPERTIES, LLC
a Delaware limited liability company

By: _____

Name: Gregg Graines

Its: Authorized Signatory

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 1st day of May, 2018, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregg Graines, as Authorized Signatory of Pelham Medical Properties, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) and acknowledged that he or she, as such Authorized Signatory, being authorized to do so on behalf of such company, executed the foregoing instrument as the voluntary act and deed of said company for the purposes therein contained by signing the name of the limited liability company by himself or herself as such Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Signature of Notary)
Michelle Robertson

(type or print name)

Notary Public

My commission expires: 11/3/19

(official seal)



ASSIGNEE:

CMK2 PELHAM, LLC

a Delaware limited liability company

By: _____

Name: Gregg Graines

Its: Authorized Signatory

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 1st day of May, 2018, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregg Graines, as Authorized Signatory of CMK2 Pelham, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) and acknowledged that he or she, as such Authorized Signatory, being authorized to do so on behalf of such company, executed the foregoing instrument as the voluntary act and deed of said company for the purposes therein contained by signing the name of the limited liability company by himself or herself as such Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Signature of Notary)

Michelle Robertson

(type or print name)

Notary Public

My commission expires: 11/3/19

(official seal)

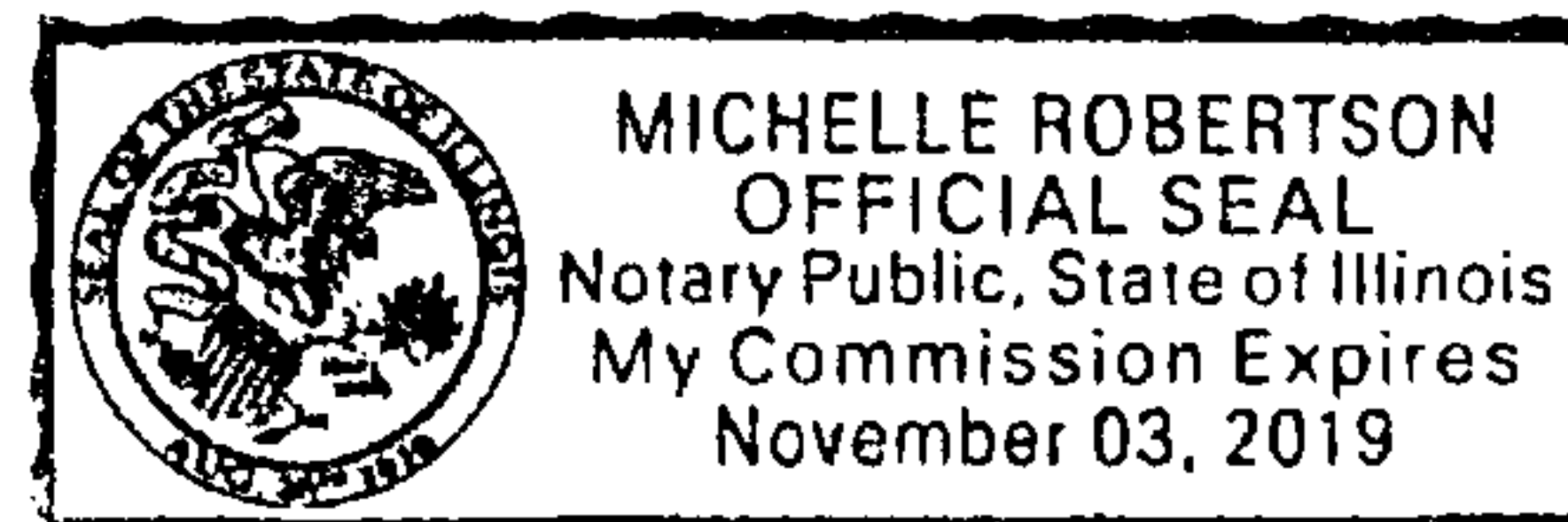


EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Pelham, County of Shelby, State of Alabama, described as follows:

PARCEL A: (LEASEHOLD)

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 89°58'10" EAST, 62.48 FEET; THENCE NORTH 00°01'50" WEST, 9.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10" EAST, 190.50 FEET; THENCE NORTH 00°01'50" WEST, 95.50 FEET; THENCE SOUTH 89°58'10" WEST, 116.04 FEET; THENCE NORTH 37°16'22" WEST, 17.85 FEET; THENCE SOUTH 67°52'18" WEST, 89.88 FEET; THENCE SOUTH 49°25'47" EAST, 25.85 FEET; THENCE SOUTH 00°01'50" EAST, 59.07 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

THE LEASEHOLD ESTATE INSURED HEREIN IS CREATED BY THAT CERTAIN LEASE AGREEMENT, INCLUDING RIGHTS OF FIRST REFUSAL AS SET OUT THEREIN, BY AND BETWEEN BROOKWOOD CENTER DEVELOPMENT CORPORATION, AND NSC 31, L.L.C. DATED 10/16/1998 AS EVIDENCED BY MEMORANDUM OF GROUND LEASE FILED FOR RECORD 10/20/1998, RECORDED IN INSTRUMENT 1998-40834; TRANSFERRED AND ASSIGNED TO PELHAM MEDICAL PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FORMERLY KNOWN AS HCP FAMILY MEDICINE SOUTH MOB, LLC, BY INSTRUMENT RECORDED IN INSTRUMENT 2006011000017000 AND SAID ASSIGNMENT BEING RE-RECORDED IN INSTRUMENT 2006011000017010, AND ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM BROOKWOOD CENTER DEVELOPMENT CORPORATION TO BW OFFICE BUILDING, LLC AS RECORDED IN INSTRUMENT 20151002000346440 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL B: (APPURTENANT EASEMENT)

TOGETHER WITH THOSE NON-EXCLUSIVE EASEMENTS GRANTED BY VIRTUE OF THE DECLARATION OF EASEMENT AGREEMENT DATED OCTOBER 16, 1998 BY AND BETWEEN BROOKWOOD CENTER DEVELOPMENT CORPORATION AND NSC 31, L.L.C., RECORDED AS INSTRUMENT 1998-40833 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10"

EAST, 308.75 FEET; THENCE NORTH 01°39'20" EAST, 127.59 FEET; THENCE NORTH 25°57'47" WEST, 220.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF YEAGER PARKWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 396.93 FEET, AN ARC DISTANCE OF 101.89 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 12°13'36" EAST, 66.22 FEET; THENCE SOUTH 77°48'48" WEST, 180.06 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE SOUTH 12°06'33" EAST, ALONG SAID RIGHT OF WAY LINE, 186.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 89°58'10" EAST, 62.48 FEET; THENCE NORTH 00°01'50" WEST, 9.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10" EAST, 190.50 FEET; THENCE NORTH 00°01'50" WEST, 95.50 FEET; THENCE SOUTH 89°58'10" WEST, 116.04 FEET; THENCE NORTH 37°16'22" WEST, 17.85 FEET; THENCE SOUTH 67°52'18" WEST, 89.88 FEET; THENCE SOUTH 49°25'47" EAST, 25.85 FEET; THENCE SOUTH 00°01'50" EAST, 59.07 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID NUMBER 13-6-13-3-001-027.027.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/11/2018 11:51:04 AM
\$30.00 DEBBIE
20180511000162400

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.