

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is entered into as of the 26 day of September, 2013, between Tacalera, LLC ("Assignor") and , Cheryl Worstell, as Trustee of the Verna R. Carrillo Living Trust ("Assignee").

1. Property. The "Property" shall mean the real property located in County of Shelby, State of Alabama, legally described in Exhibit "A" attached to this Assignment, together with the building, structures and other improvements located thereon,
2. Lease. The "Lease" shall mean the lease described the Memorandum of Lease recorded in Instrument No. 20030616000374580.
3. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest of Assignor in and to the Lease. Assignor agrees to indemnify, defend and hold harmless the Assignee from and against any and all liability, claim, loss, cost or expense (including, without limitation, reasonable attorney's fees, expenses, and costs) resulting by reason of, in connection with or related to Assignee's failure to perform any of the obligations of lessor under the Lease accruing prior to the date hereof.
4. Assumption. Assignee hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements and obligations of Assignor as lessor under the Lease arising from and after the date of this Assignment, and agrees to indemnify, defend and hold harmless the Assignor from and against any and all liability, claim, loss, cost or expense (including, without limitation, reasonable attorney's fees, expenses, and costs) resulting by reason of, in connection with or related to Assignee's failure to perform any of the obligations of lessor under the Lease accruing on or after the date hereof.
5. Third Parties. No third party shall have the benefit of any of the provisions of this Assignment, nor is this Assignment made with the intent that any person or entity other than Assignor or Assignee rely hereon.
6. Enforcement. If Assignor or Assignee resorts to a court of law or equity in order to enforce the provisions of this Assignment as against the other, the non-prevailing party shall pay the reasonable attorney's fees and expenses of the prevailing party.
7. Limited Liability. The liability of Assignor hereunder shall be limited as set forth in Sections 11.k and 11.m of that certain Purchase and Sale Agreement dated _____, 2013 (the "Purchase Agreement") by and between Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR: Tacalera, LLC and Tacalera, LLC
[Signature]
[Signature]
Cheryl Worstell [Signature]

ASSIGNEE:

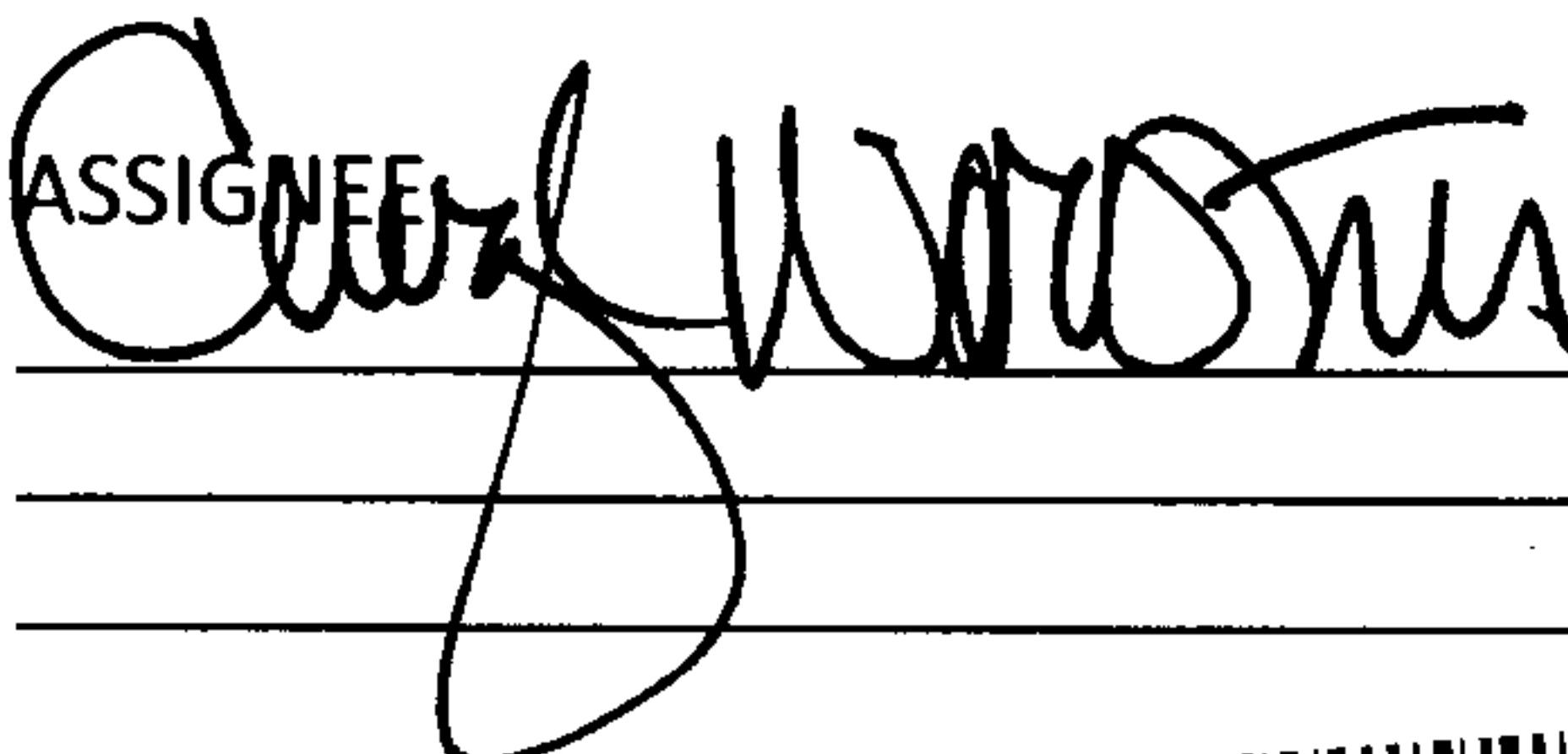
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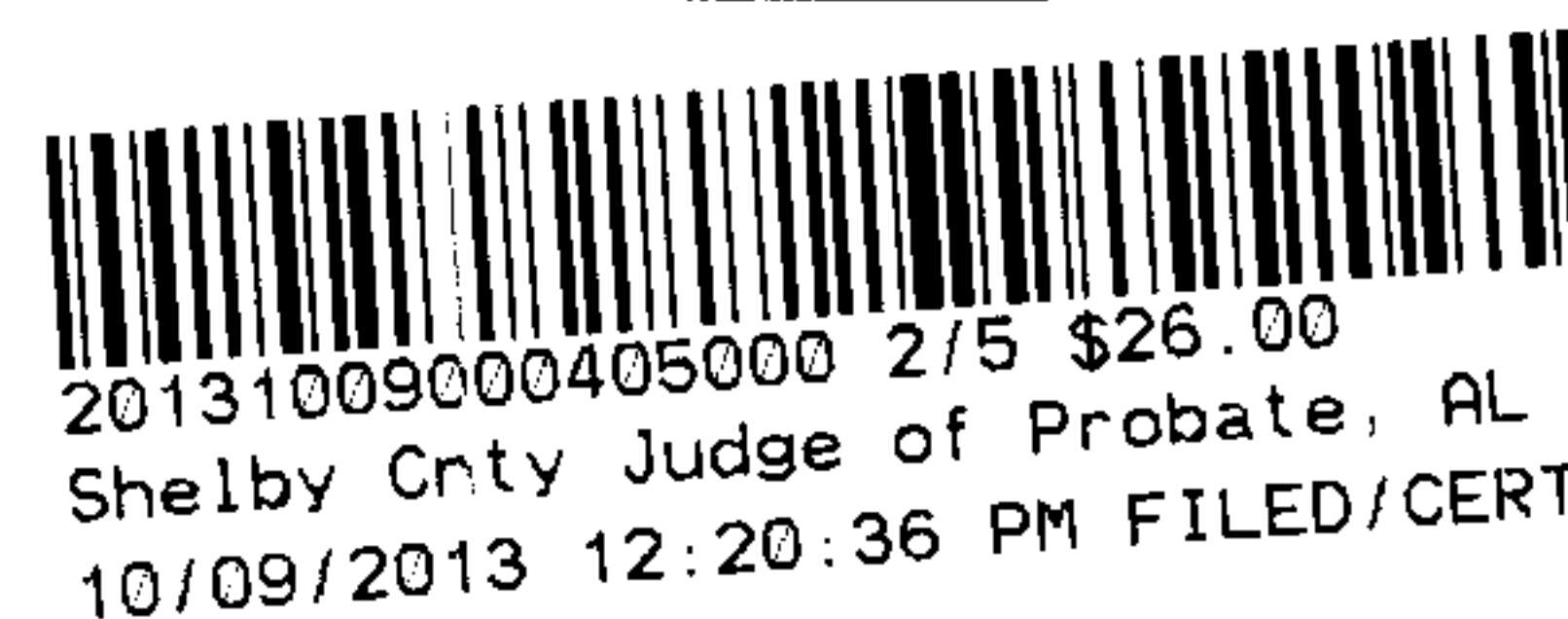
THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is entered into as of the 1 day of October, 2013, between Tacalera, LLC ("Assignor") and , Cheryl Worstell, as Trustee of the Verna J. Carrillo Living Trust ("Assignee").

1. **Property.** The "Property" shall mean the real property located in County of Shelby, State of Alabama, legally described in Exhibit "A" attached to this Assignment, together with the building, structures and other improvements located thereon,
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4. **Assumption.** Assignee hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements and obligations of Assignor as lessor under the Lease arising from and after the date of this Assignment, and agrees to indemnify, defend and hold harmless the Assignor from and against any and all liability, claim, loss, cost or expense (including, without limitation, reasonable attorney's fees, expenses, and costs) resulting by reason of, in connection with or related to Assignee's failure to perform any of the obligations of lessor under the Lease accruing on or after the date hereof.
5. **Third Parties.** No third party shall have the benefit of any of the provisions of this Assignment, nor is this Assignment made with the intent that any person or entity other than Assignor or Assignee rely hereon.
6. **Enforcement.** If Assignor or Assignee resorts to a court of law or equity in order to enforce the provisions of this Assignment as against the other, the non-prevailing party shall pay the reasonable attorney's fees and expenses of the prevailing party.
7. **Limited Liability.** The liability of Assignor hereunder shall be limited as set forth in Sections 11.k and 11.m of that certain Purchase and Sale Agreement dated _____, 2013 (the "Purchase Agreement") by and between Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

ASSIGNEE




Notary Acknowledgment

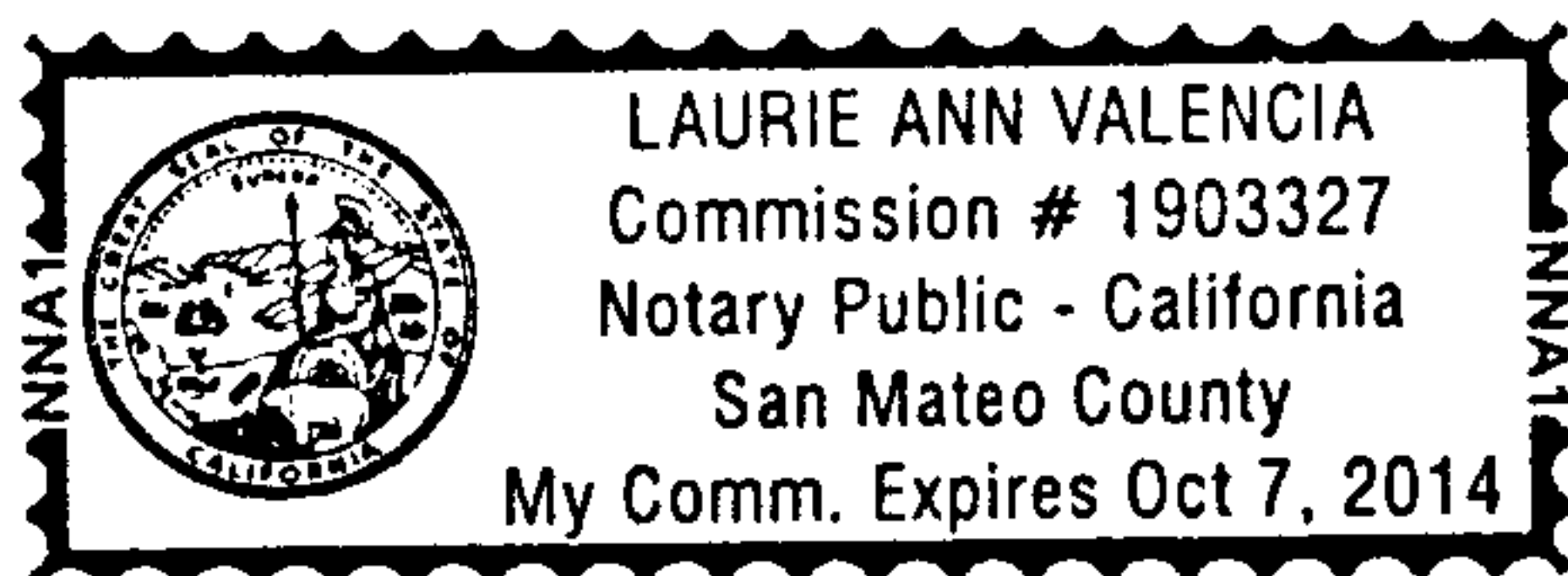
STATE OF California
COUNTY OF Santa Clara

) ss.

On this 1 day of October, 2013, before me personally appeared Cheryl Worstell, to me known to be the person described in and who executed the foregoing instrument and who first being duly sworn upon his oath did say that he is the duly appointed, qualified and currently acting Trustee of the VERNA J. CARRILLO LIVING TRUST [insert full name of trust], and not individually, and he acknowledged that he executed the foregoing Trustee's Deed as his own free act and deed as such Trustee for the purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Laurie Ann Valencia
_____, Notary Public



20131009000405000 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
10/09/2013 12:20:36 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

NOTARIZED ON SEPTEMBER 26, 2013

Judith A. Ryan

JUDITH A. RYAN

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 30, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20131009000405000 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
10/09/2013 12:20:36 PM FILED/CERT

Exhibit A

Legal Description:

Parcel 1:

Lot 5 A according to Baker Seafood, Inc. Resurvey (Being a Resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 subdivision, as recorded in Map Book 27, page 117) as recorded in Map Book 31 page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest Quarter of the Southeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the southwest corner of the Southwest Quarter of the Northeast Quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02 degrees 06 minutes 24 seconds West along the west line of said quarter, for a distance of 512.99 feet; thence leaving said quarter line, run South 89 degrees 47 minutes 07 seconds East for a distance of 1036.65 feet to the west right-of-way line of Highway 31 (right-of-way width 100 feet); thence run South 10 degrees 16 minutes 53 seconds East along said right-of-way line, for a distance of 466.48 feet to a point (50 feet left of 290+25.0) at the intersection of said right-of-way line and the west right-of-way line of I-65 (right-of-way width varies); thence South 79 degrees 34 minutes 19 seconds West continuing along said right-of-way line, for a distance of 49.72 feet to a point (100 feet left of 290+25.0) to the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 05 degrees 36 minutes 58 seconds, a chord length of 83.76 feet and a chord bearing of South 07 degrees 31 minutes 03 seconds East; thence continue along the arc of said curve and said right-of-way for a distance of 83.79 feet to a capped iron found (PLS #19262) and the POINT OF BEGINNING; said point also being the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 10 degrees 08 minutes 50 seconds, a chord length of 151.19 feet and a chord bearing of South 00 degrees 21 minutes 51 seconds West; thence continue along the arc of said curve an right-of-way for a distance of 151.39 feet to the Point of Curvature of non-tangent curve to the left, having a radius of 121.50 feet, a central angle of 20 degrees 57 minutes 11 seconds, a chord length of 44.19 feet and a chord bearing of North 79 degrees 08 minutes 51 seconds West; thence, leaving said right-of-way, continue along the arc of said curve for a distance of 44.43 feet to the Point of Tangency of said curve; thence run North 89 degrees 37 minutes 26 seconds West for a distance of 121.82 feet to the Point of Curvature of a curve to the right, having a radius of 23.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord length of 33.23 feet and a chord bearing of North 44 degrees 37 minutes 26 seconds West; thence continue along the arc of said curve for a distance of 36.91 feet to the Point of Tangency of said curve; thence run North 00 degrees 22 minutes 34 seconds East for a distance of 119.55 feet to a capped iron found (PLS #19262); thence run South 89 degrees 39 minutes 17 seconds East for a distance of 188.73 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

Parcel 2:

Together with a non-exclusive access easement for the benefit of Parcel 1 as conveyed to Baker Seafood, Inc., on May 29, 2001, and recorded in Inst. # 2001-25731, for the purpose of ingress and egress across the following described property:

Line description of 25 feet ingress and egress easement:

Commence at the SW corner of the SW ¼ of the NE ¼ of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02 degrees 06 minutes 24 seconds West 512.99 feet; thence South 89 degrees 47 minutes 07 seconds East 1036.65 feet; thence South 10 degrees 16 minutes 53 seconds East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10 degrees 16 minutes 53 seconds East 80.24 feet; thence continue along said right of way South 79 degrees 34 minutes 19 seconds West 49.72 feet; thence continue along said right of way on a curve said curve concave to the West having a radius of 854.82 feet along a chord bearing and distance South 02 degrees 26 minutes 38 seconds

East for a chord distance of 234.44 feet to the beginning of a 25 foot ingress and egress easement; thence leaving said right of way along a curve said curve concave to the South having a radius of 121.50 feet along a chord bearing north 79 degrees 08 minutes 51 seconds West for a distance of 44.19 feet; thence North 89 degrees 37 minutes 26 seconds West 121.82 feet to the beginning of a curve, said curve concave to the northeast having a radius of 23.50 feet along a chord bearing North 44 degrees 37 minutes 26 seconds West a chord distance of 33.23 feet; thence north 00 degrees 23 minutes 01 second East 230.63 feet to the beginning of a curve said curve concave to the Southeast having a radius of 43.50 feet on a chord bearing North 40 degrees 02 minutes 50 seconds East a chord distance of 55.54 feet; thence North 79 degrees 43 minutes 07 seconds East 120.73 feet; thence South 10 degrees 16 minutes 53 seconds East 5.0 feet; thence North 79 degrees 43 minutes 07 seconds East 40.25 feet; thence South 65 degrees 30 minutes 48 seconds East 18.21 feet to the point of beginning, said easement being 25 feet left of the above described line begin a 25 foot ingress and egress easement; being situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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