


**PREPARED BY:**

Julia R. Sarron, Esq.  
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2250 W. Ohio St., Suite 304  
Chicago, Illinois 60612

**WHEN RECORDED RETURN TO:**

Alison B. Jones, Esq.  
Alston & Bird LLP  
1201 West Peachtree Street  
Atlanta, Georgia 30309

  
20140418000114430 1/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
04/18/2014 02:45:54 PM FILED/CERT

FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **WALGREEN CO.**, an Illinois corporation (the "**Assignor**"), hereby assigns, sells, grants, conveys and transfers to **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company (the "**Assignee**"), all of its rights, estates, title, interests and claims (i) in, under and to that certain ground lease (as heretofore or hereafter amended or supplemented, the "**Ground Lease**") described on **Exhibit B** attached hereto and made a part hereof which demises the land described in **Exhibit A** ("**Land**") attached hereto and made a part hereof and which is evidenced by the Memorandum of Ground Lease recorded on October 12, 2007 as Instrument No. 20071012000476330 in the real property records of Shelby County, Alabama, (ii) in and to all improvements, structures and buildings now or hereafter located on the Land (the "**Improvements**"), and (iii) in and to all rights, members, easements and appurtenances in any manner appertaining or belonging to such Land and Improvements (all of the foregoing, the "**Premises**"), to HAVE AND TO HOLD for the entire term of the Ground Lease.

The Assignee hereby accepts the foregoing assignment of the Ground Lease and assumes all of the obligations of Assignor under the Ground Lease arising from and after the Effective Date.

Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Ground Lease, based upon or arising out of any breach or alleged breach of the Ground Lease by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Ground

Lease, based upon or arising out of any breach or alleged breach of the Ground Lease by Assignee occurring or alleged to have occurred after the Effective Date which breach or alleged breach is not the result of the default by Assignor of any obligation of Assignor under its lease (or sublease, with respect to the Land) of the Premises from Assignee.

Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees or assigns, at Assignee's expense, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns, and protect Assignee's or their right, title and interest in and to the Ground Lease and the Premises, and the rights of Assignor intended to be transferred and assigned hereby, or to enable Assignee, Assignee's successors, nominees and assigns to realize upon or to otherwise enjoy such rights in and to the Ground Lease and the Premises.

This Assignment and Assumption of Lease is effective as of April 3, 2014 (the "Effective Date").

The parties agree that this Assignment and Assumption of Lease may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment and Assumption of Ground Lease shall be governed by the laws of the State in which the Land is located.

(SIGNATURES BEGIN ON FOLLOWING PAGE)



IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Ground Lease to be effective as of the date set forth above.

**ASSIGNEE:**

**WG HOOVER AL LANDLORD, LLC,**  
a Delaware limited liability company

By: SunTrust Equity Funding, LLC, as Sole Member  
and Manager

By: 

Name: Allison McLeod  
Title: Manager

STATE OF GEORGIA

)

) SS.

COUNTY OF FULTON

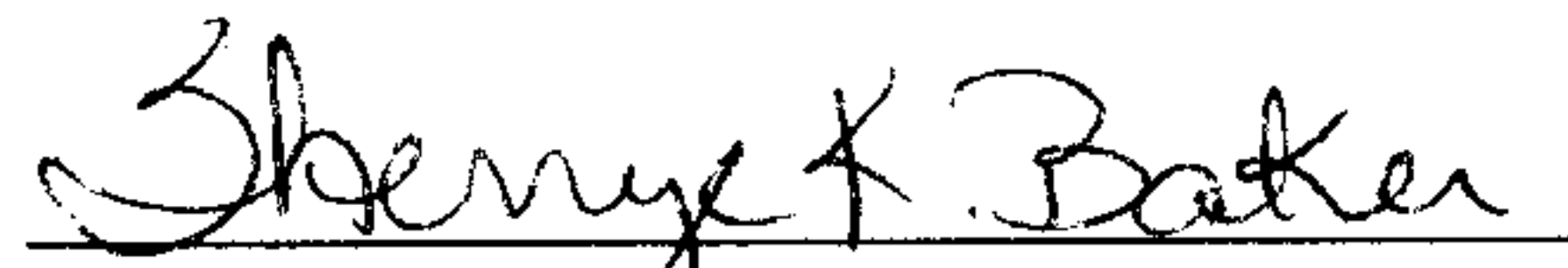
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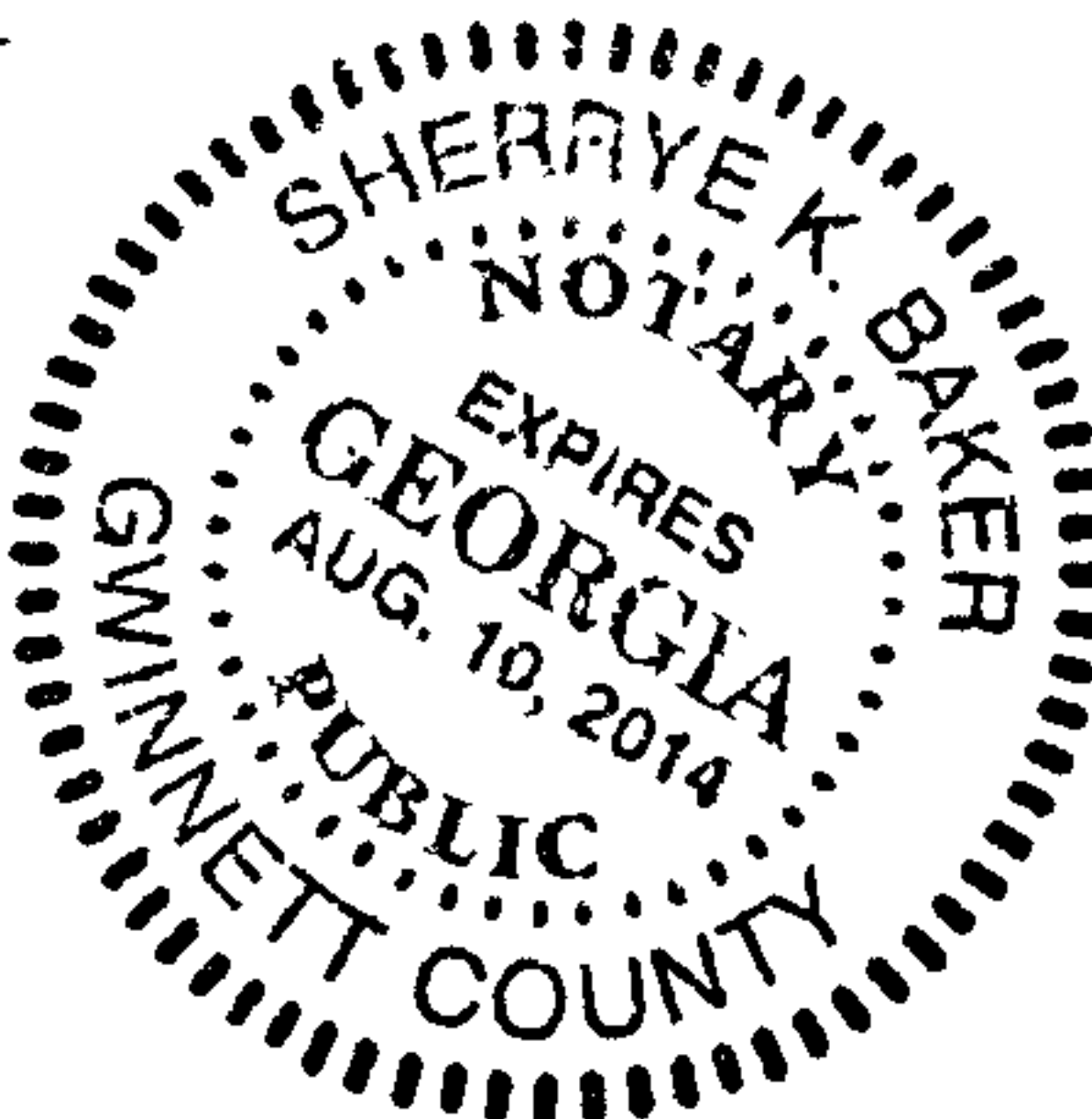
I, the undersigned, a Notary Public in and for said State, hereby certify that Allison McLeod, whose name as Manager of SunTrust Equity Funding, LLC, as the Sole Member and Manager of **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Manager of SunTrust Equity Funding, LLC, as the Sole Member and Manager of **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2<sup>nd</sup> day of April, 2014.

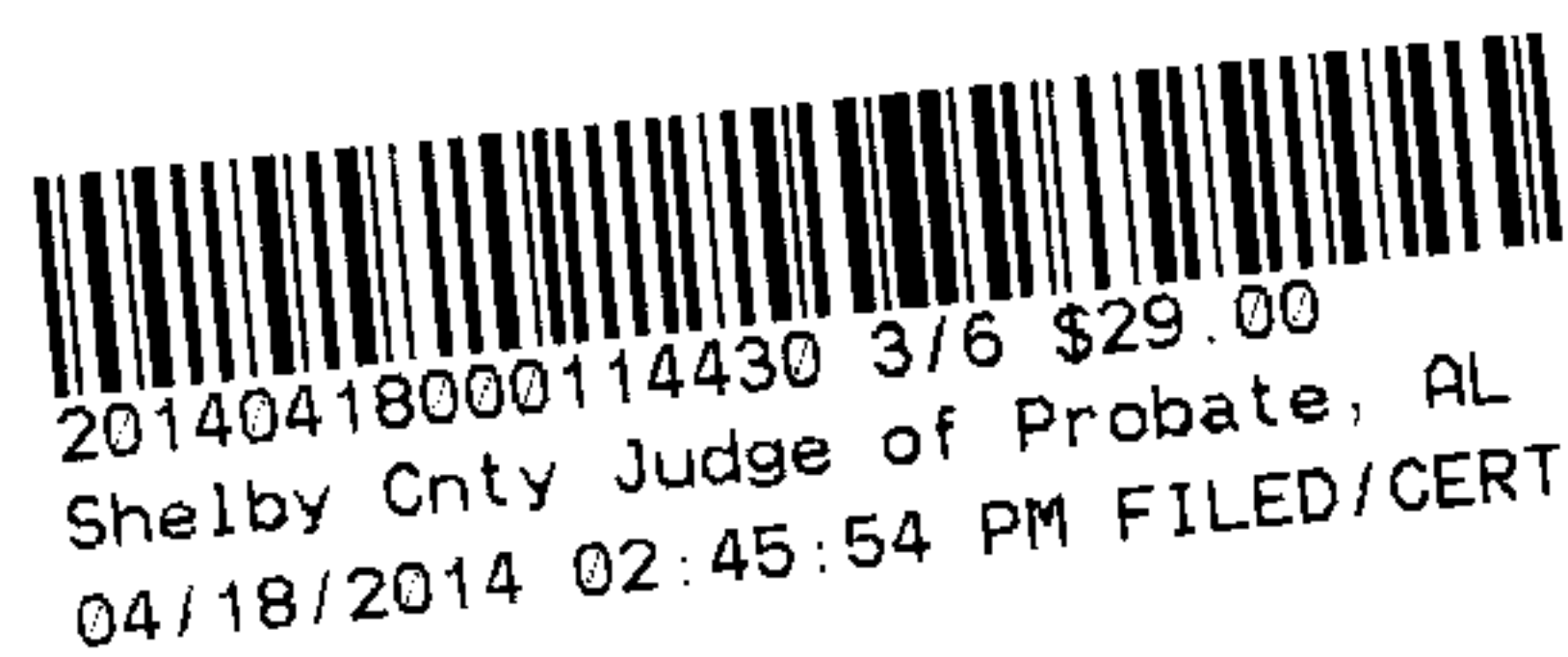
My Commission Expires:

8-10-14

  
Notary Public

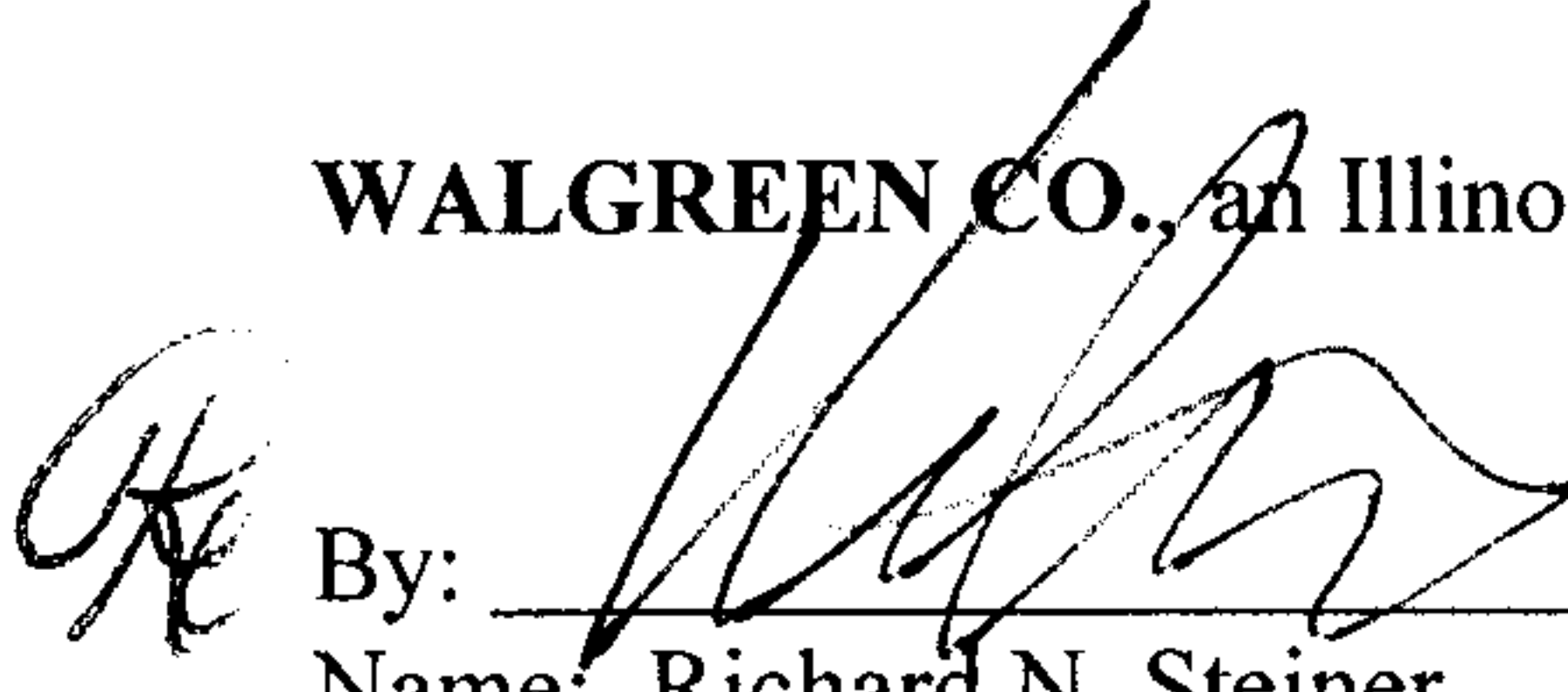


[NOTARY SEAL]



ASSIGNOR:

WALGREEN CO., an Illinois corporation

By:   
Name: Richard N. Steiner  
Title: Director of Real Estate Law

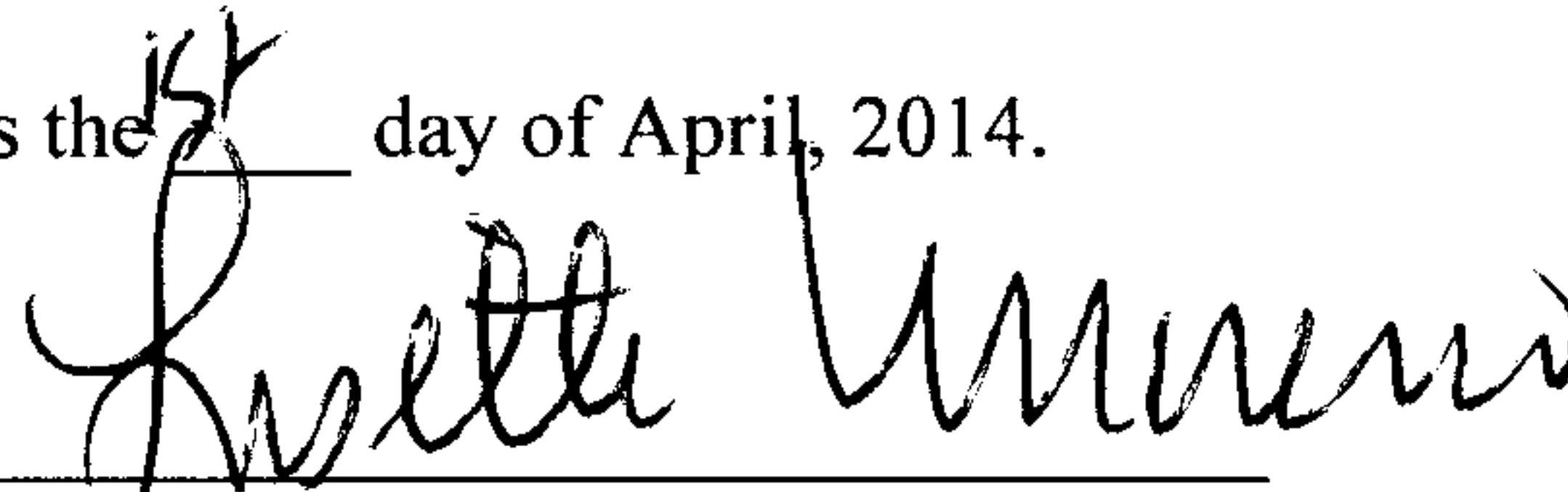
STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS.  
)

I, the undersigned, a Notary Public in and for said State, hereby certify that Richard N. Steiner, whose name as Director of Real Estate Law of WALGREEN CO., an Illinois corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Director of Real Estate Law and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 15 day of April, 2014.

My Commission Expires:

8/28/15

  
Notary Public

[NOTARY SEAL]





**EXHIBIT A**

LEASED PREMISES – AS SURVEYED


COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 36, T-18-S, R-2-W, SHELBY COUNTY, ALABAMA; THENCE LEAVING SAID CORNER N00°01'03"E 518.01 FEET TO A POINT; THENCE CONTINUE N00°01'03"E 135.59 FEET TO AN IRON PIN; THENCE N00°35'13"E 147.30 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED LEASED PREMIES; THENCE LEAVING SAID POINT OF BEGINNING S29°07'39"W 107.48 FEET TO A POINT; THENCE N60°52'21"W 68.42 FEET TO A POINT; THENCE N15°51'39"W 41.84 FEET TO A POINT; THENCE N29°07'39"E 15.04 FEET TO A POINT; THENCE N60°52'21"W 9.00 FEET TO A POINT; THENCE N29°07'39"E 16.00 FEET TO A POINT; THENCE S60°52'21"E 9.00 FEET TO A POINT; THENCE N29°07'39"E 109.37 FEET TO A POINT; THENCE S60°52'18"E 98.00 FEET; THENCE S29°07'39"W 62.52 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED LEASED PREMISES LYING IN THE SOUTHWEST ¼ OF SECTION 36, T-18-S, R-2-W, SHELBY COUNTY, ALABAMA AND CONTAINING 0.38 ACRES (16,366.31 SQUARE FEET) MORE OR LESS. AND BEING THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE NO.: NCS-644509AL1-ATL.

ALSO DESCRIBED AS PROVIDED IN TITLE COMMITMENT NO.: NCS-644509AL1-ATL

A Lease Lot situated in the Northeast ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest ¼ of the Southwest ¼ of said Section 36; thence run North 00 degrees 01 minutes 03 seconds East along the East line of said ¼ - ¼ Section a distance of 799.77 feet to a point on the Southeast line of the Lease Lot herein described and this being the point of beginning; thence run South 29 degrees 07 minutes 39 seconds West for a distance of 107.48 feet; thence run North 60 degrees 52 minutes 21 seconds West for a distance of 68.42 feet; thence run North 15 degrees 51 minutes 39 seconds West for a distance of 41.84 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 15.04 feet; thence run North 60 degrees 52 minutes 21 seconds West for a distance of 9.00 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 16.00 feet; thence run South 60 degrees 52 minutes 21 seconds East for a distance of 9.00 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 109.37 feet; thence a distance of 98.00 feet; thence run South 29 degrees 07 minutes 39 seconds West for a distance of 62.52 feet back to the point of beginning.

  
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**EXHIBIT B**

**DESCRIPTION OF GROUND LEASE**

That certain Ground Lease dated as of September 10, 2007, by and between The Mandala Project, LLC, as “Lessor” and Walgreen Co., as “Lessee” (as the same may be amended and/or supplemented from time to time).



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Store No. 11651  
(Hoover, AL)