

**PREPARED BY:**

Ian K. Douglas, Esq.  
Snell & Wilmer, L.L.P.  
400 East Van Buren Street  
Phoenix, Arizona 85004-2202

20140516000148040  
05/16/2014 08:19:40 AM  
ASSIGN 1/6

Prepared outside the State of Alabama

**UPON RECORDING RETURN TO:**

MK-Menlo Property Owner LLC  
c/o Mount Kellett Capital Management LP  
623 Fifth Avenue, 18<sup>th</sup> Floor  
New York, New York 10022

**ASSIGNMENT OF SUBLEASE**

This Assignment of Sublease, dated as of ~~April~~ <sup>May</sup> 1, 2014 (this "Assignment"), is made and entered into by and between RA VALLEYDALE, LLC, a Florida limited liability company ("Assignor"), and MK-MENLO PROPERTY OWNER LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Assignor is the lessor under that certain Sublease Agreement executed with respect to that certain real property situated in Birmingham, Alabama, as more particularly described in **Schedule 1** attached hereto (the "Property"), which Sublease is described in **Schedule 2** attached hereto (the "Lease").

B. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated March 21, 2014 (the "Agreement"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Assignor desires to assign all of its right, title and interest in the Lease to Assignee, and Assignee desires to accept the assignment thereof, and assume same on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby agree as follows:

1. Effective as of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease.

2. Assignor hereby agrees to indemnify, defend, and hold harmless Assignee against and from any and all liabilities, losses, claims, damages or costs, including, without limitation,

reasonable attorneys' fees, originating prior to the Conveyance Date and arising out of and relating to Assignor's obligations as landlord under the Lease.

3. Effective as of the Conveyance Date, Assignee hereby accepts and assumes all of the obligations of Assignor under the Lease.

4. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, originating on and after the Conveyance Date and arising out of and relating to Assignee's obligations as landlord under the Lease.

5. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed by the losing party for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

6. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Leases as of the date first above written.

**ASSIGNOR:**

RA VALLEYDALE, LLC,  
a Florida limited liability company

By John W. Coleman  
Its Chief Manager

STATE OF TENNESSEE       )  
  )  
COUNTY OF DAVIDSON     )

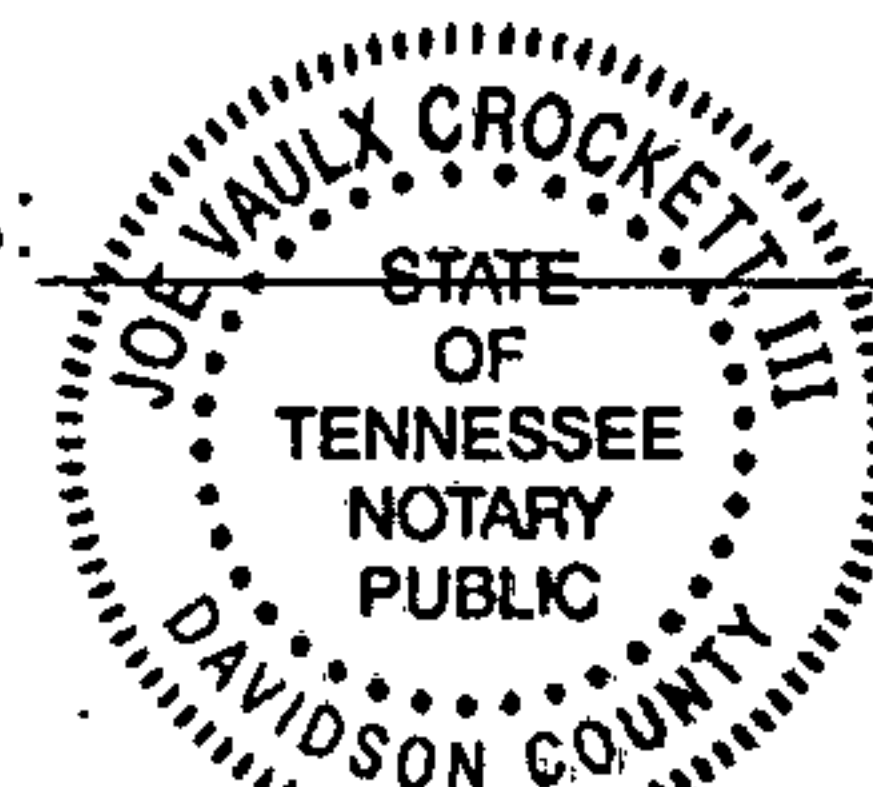
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John W. Coleman, whose name as Chief Manager of RA VALLEYDALE, LLC, a Florida limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such Chief Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Assignor, on the date of this notary acknowledgment.

Given under my hand this the 15<sup>th</sup> day of April, 2014.

(SEAL)

Joe Vaultx Crockett III  
Notary Public

My Commission Expires:



My Commission Expires JULY 3, 2017

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Leases as of the date first above written.

**ASSIGNEE:**

MK-MENLO PROPERTY OWNER LLC,  
a Delaware limited liability company

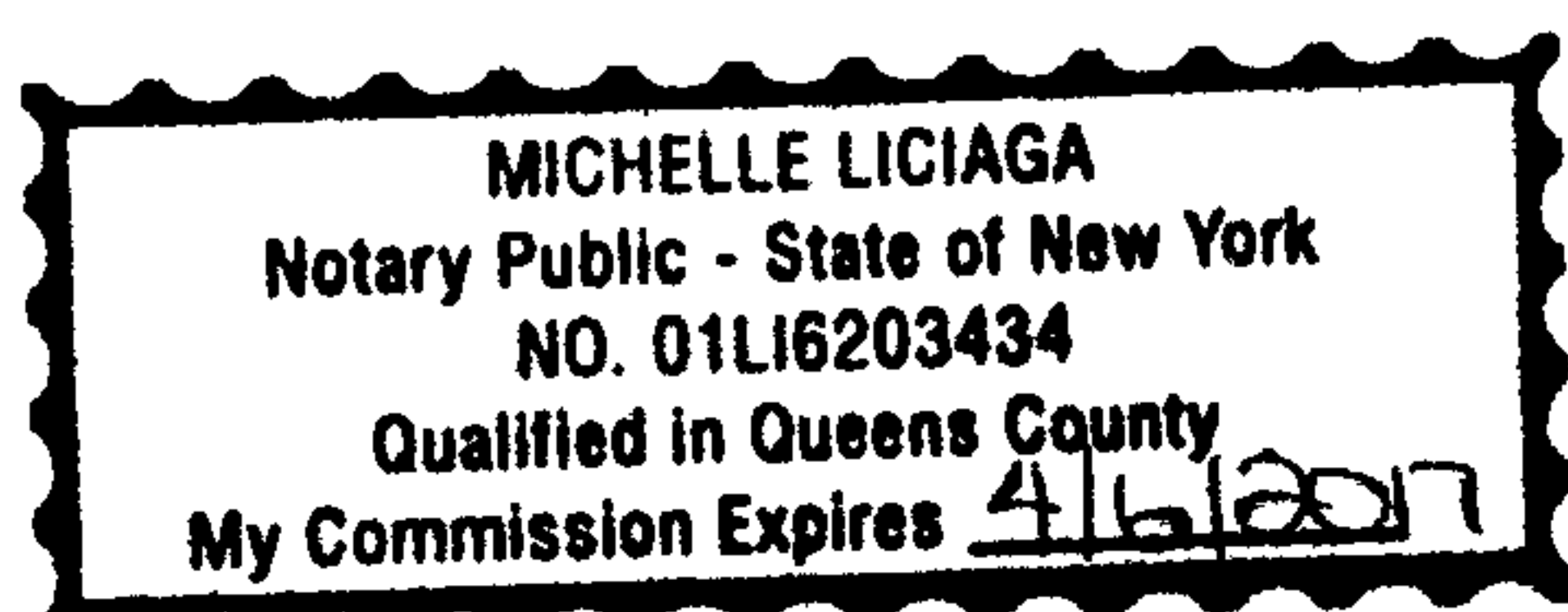
By   
Its \_\_\_\_\_

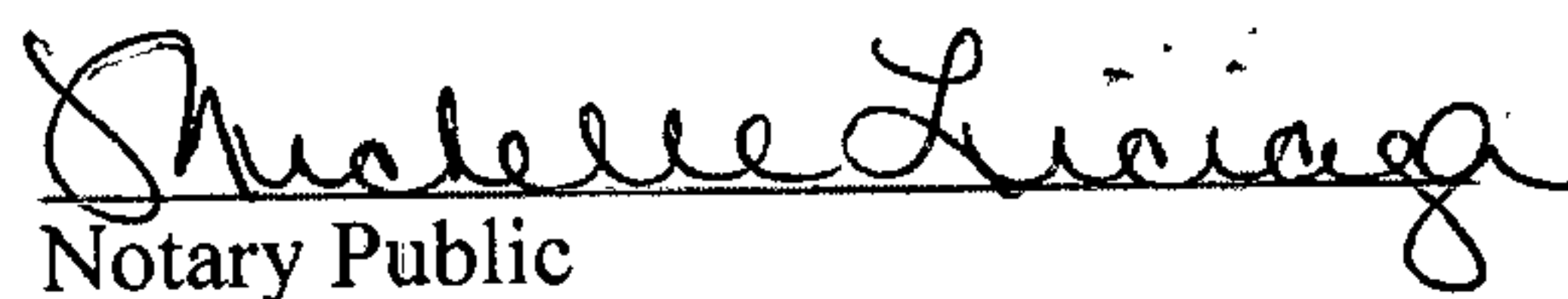
STATE OF New York )  
COUNTY OF New York )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jonathan Fiorello, whose name as Authorized Signatory of MK-MENLO PROPERTY OWNER 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 said instrument, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Assignee, on the date of this notary acknowledgment.

Given under my hand this the 16 day of April, 2014.

(SEAL)



  
Notary Public

My Commission Expires: 4/6/2017

**20140516000148040 05/16/2014 08:19:40 AM ASSIGN 5/6**  
**SCHEDULE 1**  
**TO**  
**ASSIGNMENT OF SUBLEASE**

**Legal Description**

The land referred to is situated in the City of Birmingham, State of Alabama and is described as follows:

All that certain tract or parcel of land situated in the Northwest quarter of Section 15, Township 19 South, Range 2 West, in the City of Birmingham, County of Shelby, State of Alabama, more particularly described as follows:

Lot 1, according to the map of Valley dale Rite Aid Survey as recorded in Map Book 36, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama.



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**SCHEDULE 2**  
**TO**  
**ASSIGNMENT OF SUBLEASE**

**Lease Description**

**LANDLORD:** RA Valleydale, LLC, a Florida limited liability company, successor in interest to Golden Gate Partners, LLC and RMC JAX, LLC, successors in interest to Sovereign RA, LLC, successor in interest to Harco, Inc.

**TENANT:** Harco, Inc., an Alabama corporation

**DATE:** Lease Agreement dated November 8, 2005

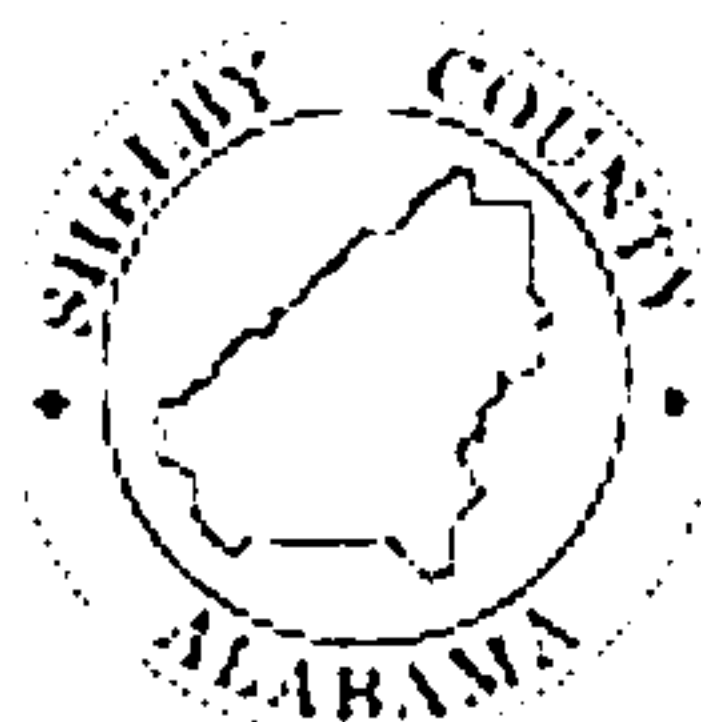
**PREMISES:** 4501 Valleydale Road, Birmingham, Alabama

**TERM:** Commencing on December 1, 2005 and ending on November 30, 2025

**Guaranty Description**

**GUARANTOR:** Rite Aid Corporation

**DATE:** November 8, 2005



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/16/2014 08:19:40 AM  
\$29.00 KELLY  
20140516000148040

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