


PREPARED BY AND  
AFTER RECORDING RETURN TO:

Law Offices of Christopher R. DeAgazio, P.C.  
8 Cedar Street, Suite 45  
Woburn, MA 01801  
Attn: Christopher R. DeAgazio, Esq.

  
20161020000385620 1/9 \$39.00  
Shelby Cnty Judge of Probate, AL  
10/20/2016 10:40:46 AM FILED/CERT

CVS Store No.: 4866  
227 West College St., Columbiana, AL 35051

### **ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into as of October 7, 2016, by and between **SCP 2010-C36-002 LLC**, a Delaware limited liability company ("Assignor"), and **COLUMBIANA ZERO LLC** and **S&L HEADLEY LLC**, each a Delaware limited liability company, as tenants in common (collectively, "Assignee").

#### **R E C I T A L S:**

WHEREAS, Assignor is the Landlord under that certain Lease dated as of December 1, 2010, between Assignor, as landlord, and Alabama CVS Pharmacy, L.L.C., an Alabama limited liability company, as tenant (the "Lease"), with respect to that certain real property described therein, which real property is more fully described on **Exhibit A** hereto (the "Premises");

WHEREAS, a Memorandum of the Lease was recorded on February 8, 2011, as Instrument No. 20110208000044810 in the Probate Office of Shelby County, Alabama;

WHEREAS, Assignor has conveyed the Premises to Assignee via a deed dated effective as of October 7, 2016 and recorded on X, 2016, as Instrument No. 20161020000385620 in the Probate Office of Shelby County, Alabama; and

WHEREAS, in connection with Assignor's conveyance of the Premises to Assignee, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the Lease and all of Assignor's rights, interests, duties, obligations and liabilities under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### **A G R E E M E N T:**

1. Assignor hereby transfers, assigns and conveys to Assignee the Lease and all of Assignor's rights, interests, duties, obligations and liabilities. Assignee hereby accepts the

foregoing assignment and conveyance and assumes all duties, obligations and liabilities of Assignor under the Lease arising from and after the date of this Assignment, and Assignee agrees to be bound by the terms, covenants, conditions and agreements set forth in the Lease.

2. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred by or asserted against Assignee in connection with or arising from the Lease with respect to any period prior to and including the effective date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred in connection with or arising from the Lease with respect to any period after the effective date of this Assignment.

3. This Assignment has been duly authorized, executed and delivered by the parties and is enforceable against each of them in accordance with its terms.

4. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

*[Balance of page left blank/Signature page follows]*





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

ASSIGNOR:

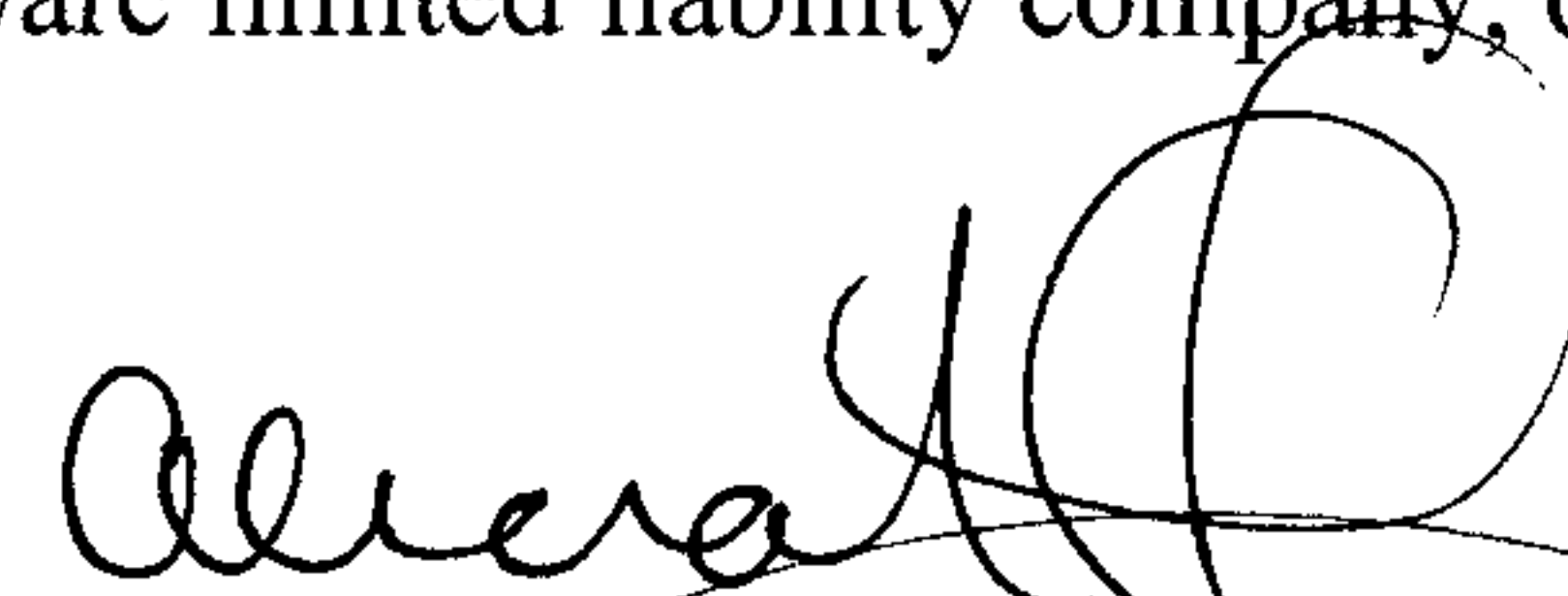
SCP 2010-C36-002 LLC,  
a Delaware limited liability company

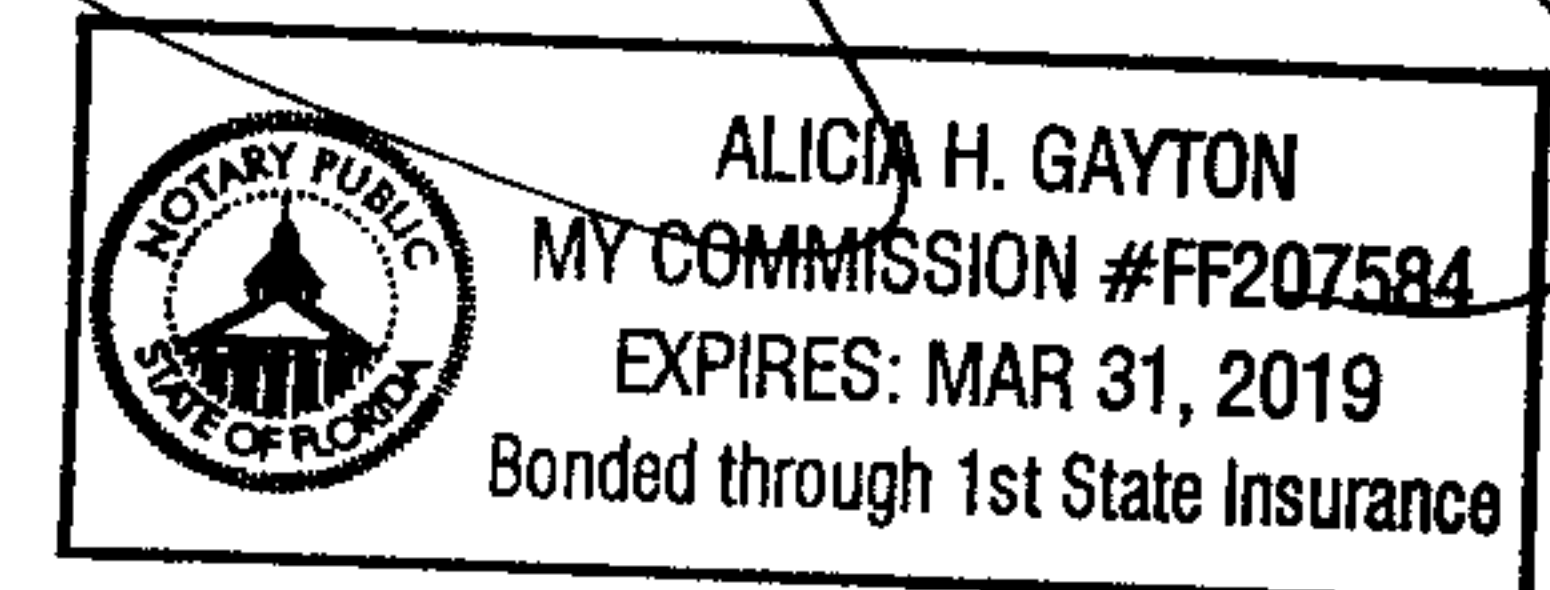
By:   
David H. Baldauf, President

*cy*

STATE OF FLORIDA §  
§  
COUNTY OF MANATEE §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of October, 2016, by David H. Baldauf, President of SCP 2010-C36-002 LLC, a Delaware limited liability company, on behalf of said limited liability company.

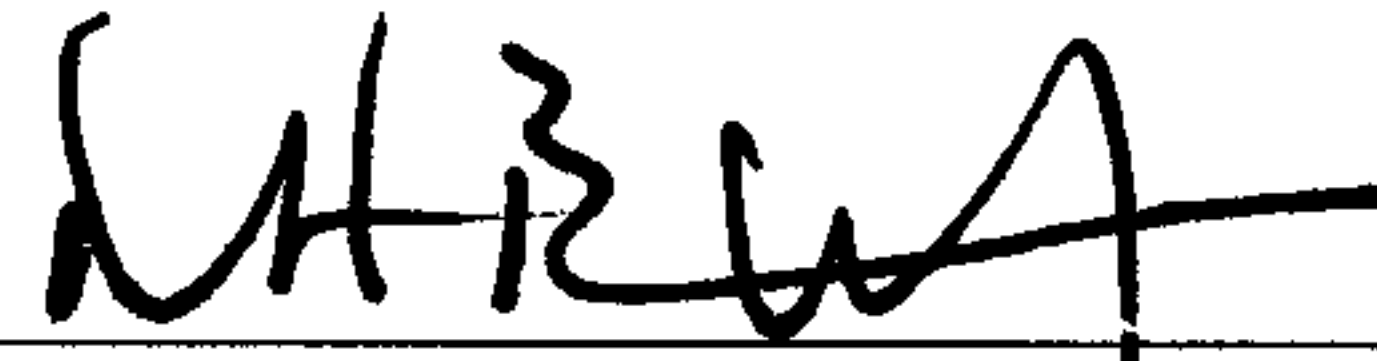
  
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



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

ASSIGNOR:



SCP 2010-C36-002 LLC,  
a Delaware limited liability company

By:   
David H. Baldauf, President

of

STATE OF FLORIDA §  
§  
COUNTY OF MANATEE §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of October, 2016, by David H. Baldauf, President of SCP 2010-C36-002 LLC, a Delaware limited liability company, on behalf of said limited liability company.

  
Notary Public, State of FLORIDA  
 ALICIA H. GANTON  
MY COMMISSION #FF207584  
EXPIRES: MAR 31, 2019  
Bonded through 1st State Insurance

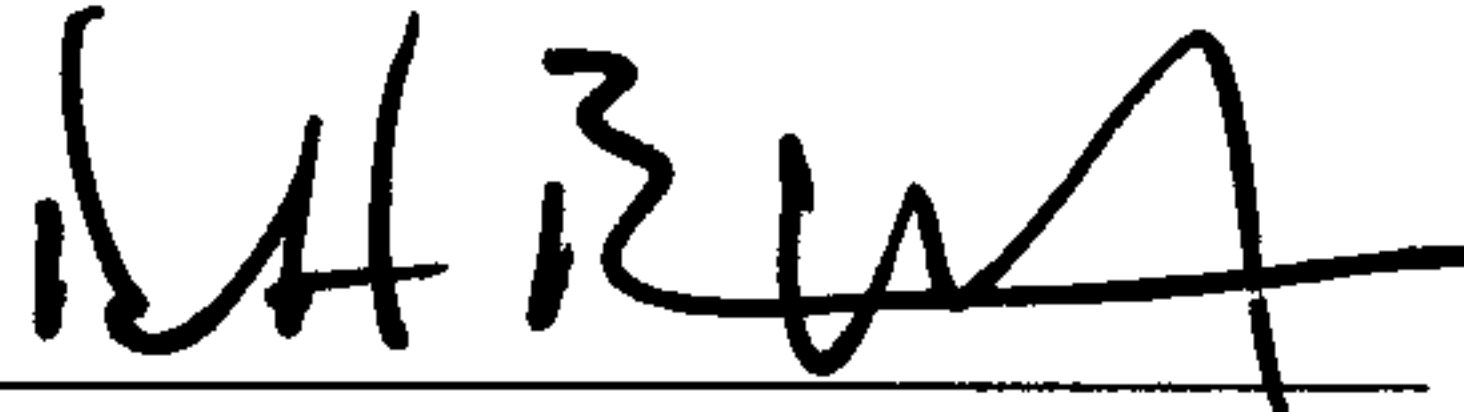


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ASSIGNOR:

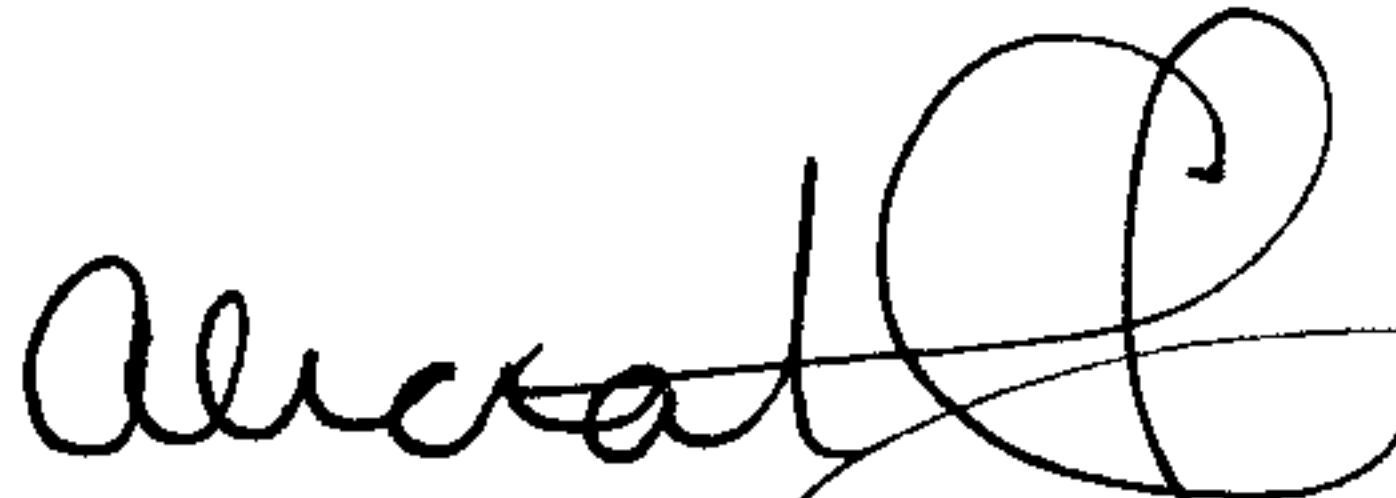
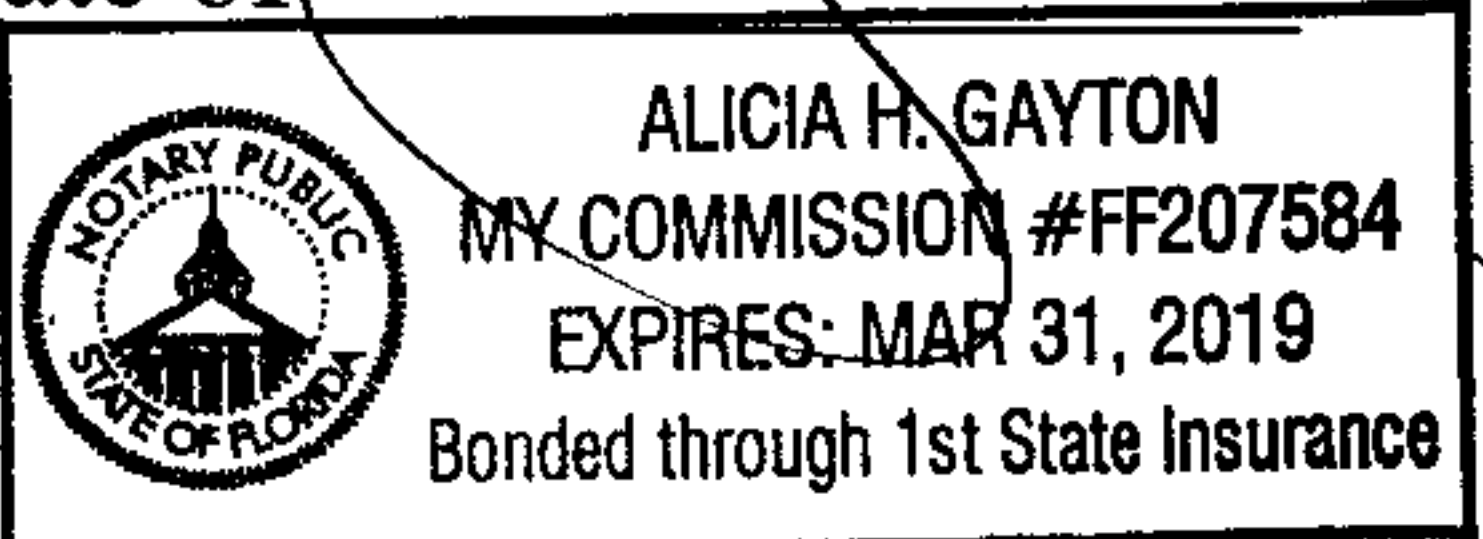
SCP 2010-C36-002 LLC,  
a Delaware limited liability company

By:   
David H. Baldauf, President

*as*

STATE OF FLORIDA §  
§  
COUNTY OF MANATEE §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of October, 2016, by David H. Baldauf, President of SCP 2010-C36-002 LLC, a Delaware limited liability company, on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public, State of  


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

ASSIGNEE:

Columbiana Zero LLC,  
a Delaware limited liability company

By:   
Christopher J. Ashby, President



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STATE OF Utah §  
COUNTY OF Salt Lake §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2016, by Christopher J. Ashby, President of Columbiana Zero LLC, a Delaware limited liability company, on behalf of said limited liability company.



Jordan S. Nelson  
Notary Public, State of Utah



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



ASSIGNEE:

S&L Headley LLC,  
a Delaware limited liability company

By: Steve Headley  
Steve Headley, President

STATE OF WA §  
COUNTY OF CLARK §  
§

This instrument was acknowledged before me on the 9 day of October, 2016, by Steve Headley, President of S&L Headley LLC, a Delaware limited liability company, on behalf of said limited liability company.

Angela M. Wiggins  
Notary Public, State of WA

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Store No. 4866  
Columbiana, AL

**EXHIBIT A**

All that certain tract of land as shown as "CVS Tract" on the plat entitled "Consolidation Plat for CVS 4886 AL., L.L.C.", dated April 19, 2010 and recorded in Map Book 41, page 128, in the Probate Office of Shelby County, Alabama.



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