

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.


20161020000385630 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
10/20/2016 10:40:47 AM FILED/CERT

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

LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated as of October 7, 2016, is made 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"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Security Instrument (hereinafter defined).

WITNESSETH:

WHEREAS, Assignor is the borrower under a certain mortgage loan from Wells Fargo Bank Northwest, National Association, as Trustee ("Lender"), in the original principal amount of \$3,427,726.43 (the "Loan"), which Loan is evidenced by a certain Promissory Note dated as of December 1, 2010, made by Assignor and payable to Lender (the "Note"); and

WHEREAS, the Loan is secured by (among other things) (a) a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of December 1, 2010, made by Assignor for the benefit of Lender and recorded on February 8, 2011, as Instrument No. 20110208000044780 in the Probate Office of Shelby County, Alabama (the "Security Instrument"), encumbering Assignor's fee interest in that certain real property described therein, which real property is more fully described on **Exhibit A** hereto (the "Premises"); (b) a certain Assignment of Leases and Rents dated as of December 1, 2010, from Assignor for the benefit of Lender and recorded on February 8, 2011, as Instrument No. 20110208000044790 in the Probate Office of Shelby County, Alabama; and (c) a certain Subordination, Non-Disturbance and Attornment Agreement dated as of December 1, 2010, by and among Assignor, Lender and Alabama CVS Pharmacy, L.L.C., an Alabama limited liability company, recorded February 8, 2011, as Instrument No. 20110208000044800 in the Probate Office of Shelby County, Alabama; and

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

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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 Loan and all of Assignor's rights, interests, duties, obligations and liabilities under the Loan.

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:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Loan, the Note, the Security Instrument and the other Loan Documents, and all of Assignor's rights and obligations under the Loan, the Note, the Security Instrument and the other Loan Documents, accruing from and after the date hereof, to have and to hold the same from this day forward subject to the terms, conditions, covenants and provisions therein mentioned. Assignee does hereby accept the assignment of Assignor's right, title and interest in and to the Loan, the Note, the Security Instrument and the other Loan Documents and hereby assumes and agrees to perform all of Assignor's obligations and liabilities arising and accruing from and after the date hereof under, and unconditionally agrees to be bound by, comply with and abide by, Assignor's obligations under the Loan, the Note, the Security Instrument and the other Loan Documents.

2. Assignor shall indemnify and hold Assignee harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, which arise out of the Loan, the Note, the Security Instrument and the other Loan Documents and relate to the period prior to the date hereof and for which Assignor would be liable under the Loan, the Note, the Security Instrument and the other Loan Documents. Assignee shall indemnify and hold Assignor harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, which arise out of the Loan, the Note, the Security Instrument and the other Loan Documents and relate to the period from and after the date hereof.

3. Each provision contained in this Agreement shall be a separate and independent obligation. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by applicable law.

4. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

5. Lender is entitled to rely on this Agreement as a third-party beneficiary.

6. The parties agree that faxed signatures or signatures transmitted by electronic means may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such

reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

7. To facilitate execution, this Agreement 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 Agreement 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 this page intentionally left blank/Signature page follows]



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IN WITNESS WHEREOF, Assignor and Assignee have caused this Loan Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

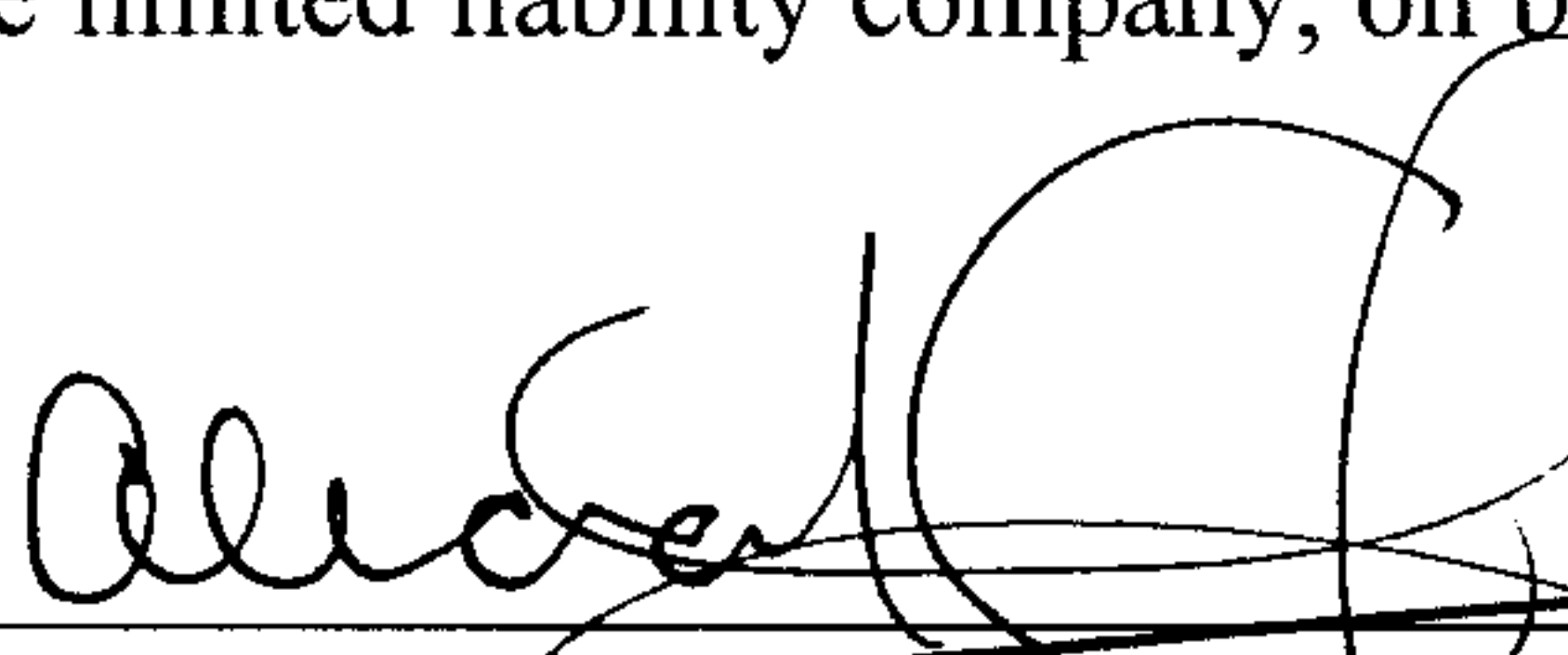
ASSIGNOR:

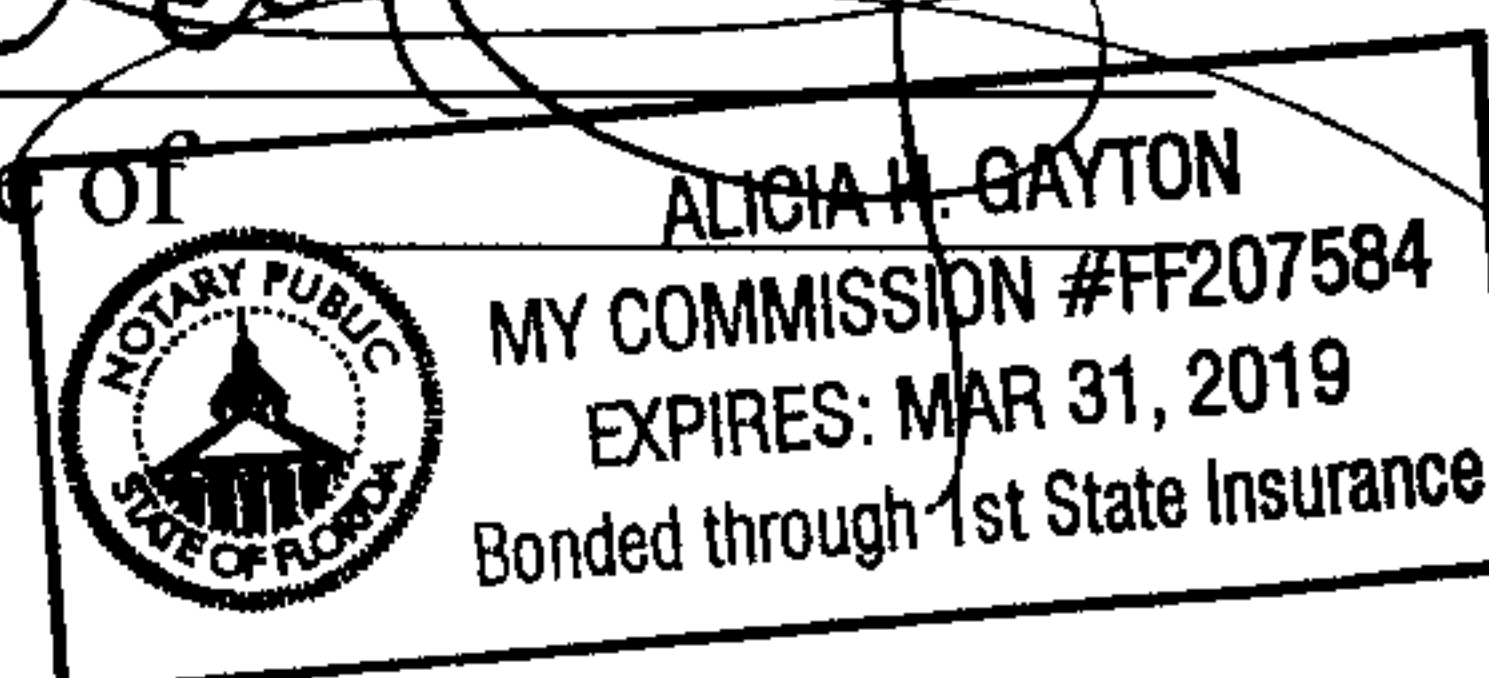
SCP 2010-C36-002 LLC,
a Delaware limited liability company

By: 
David H. Baldauf, President

STATE OF FLORIDA §
COUNTY OF MANATEE §

This instrument was acknowledged before me on the 3rd day of October, 2016, by David H. Baldauf, President of SCP 2010-C36-016 LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of

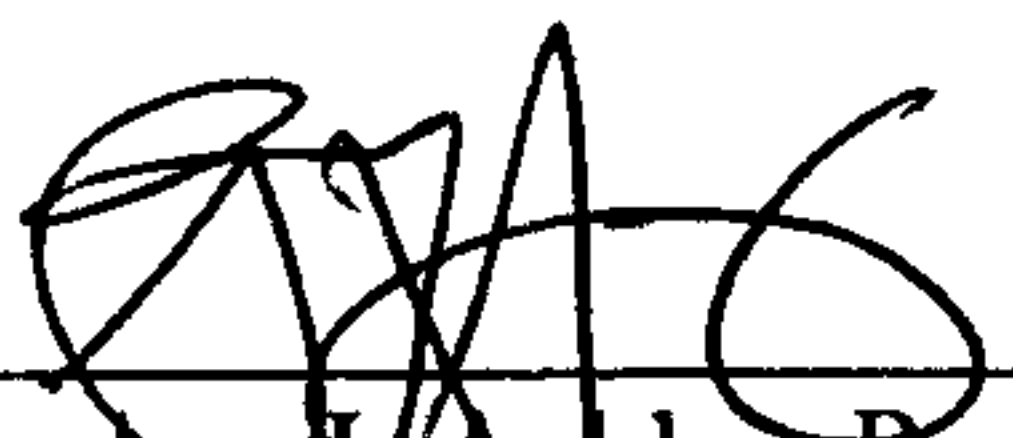


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IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first set forth above.

ASSIGNEE:

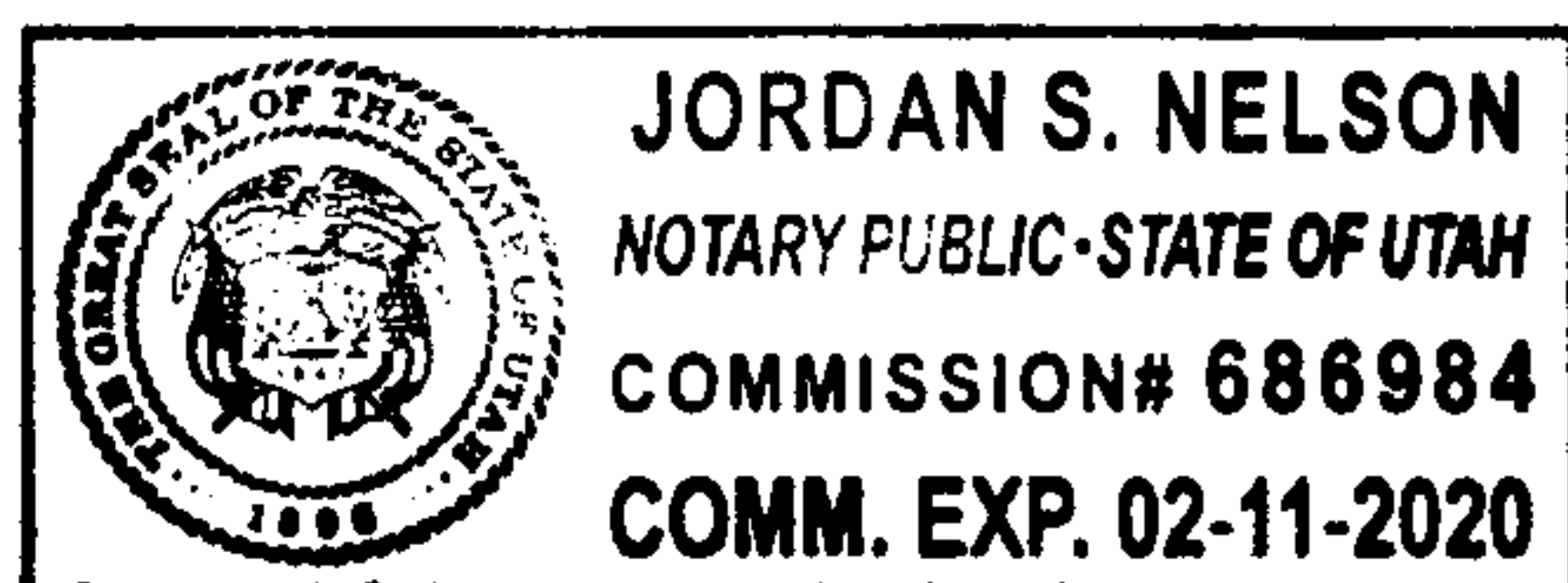
Columbiana Zero LLC,
a Delaware limited liability company

By: 
Christopher J. Ashby, President


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STATE OF Utah §
I. COUNTY OF Salt Lake §

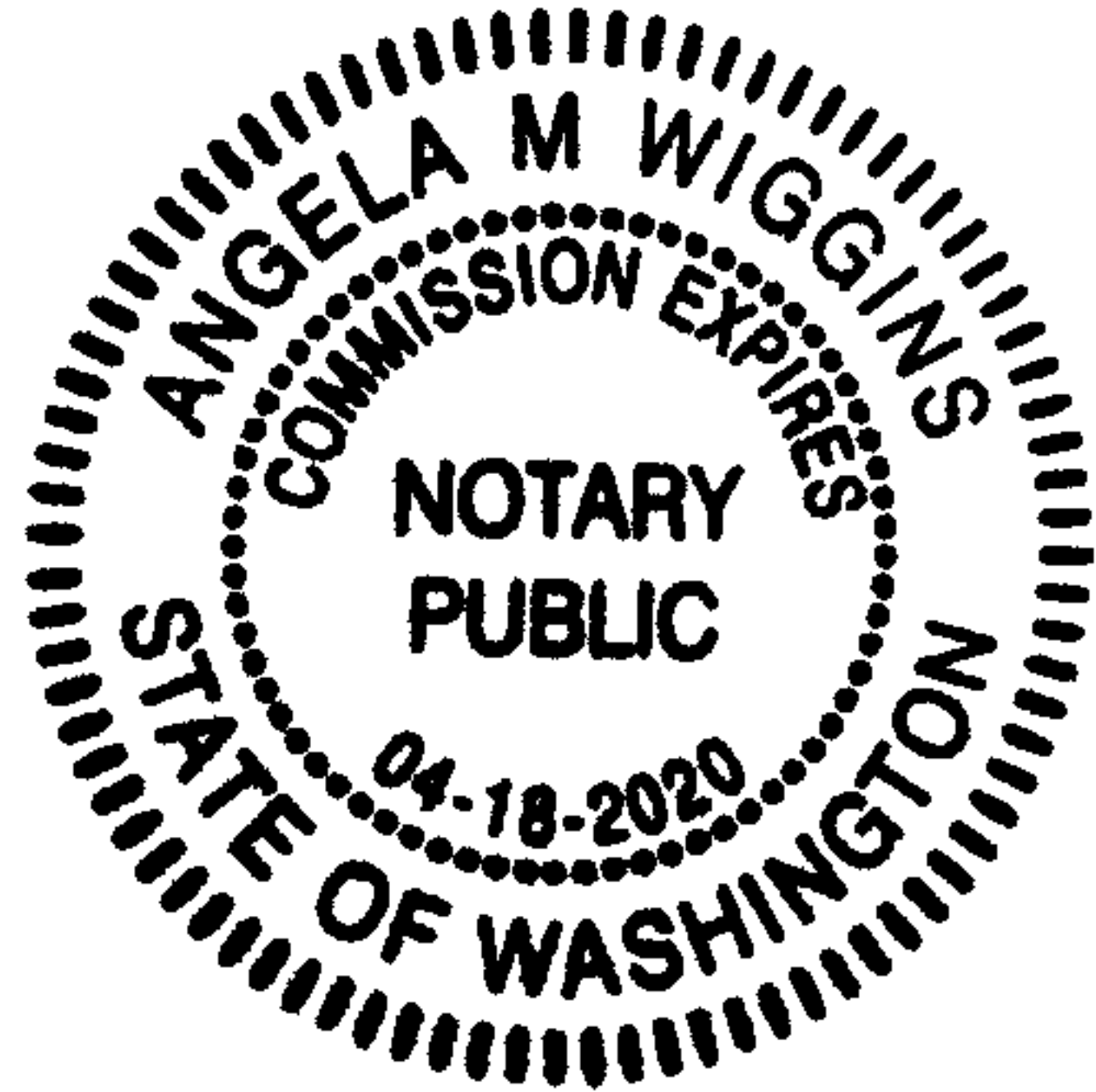
This instrument was acknowledged before me on the ____ day of October, 2016, by Christopher J. Ashby, President of Columbiana Zero LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
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.
1.



ASSIGNEE:

S&L Headley LLC,
a Delaware limited liability company

By: Steve Headley
Steve Headley, President

STATE OF WA §
II. COUNTY OF Clark §

This instrument was acknowledged before me on the 5 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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