

ASSIGNMENT OF EASEMENT AGREEMENTS

THIS ASSIGNMENT OF EASEMENT AGREEMENTS made as of the 30 day of March, 2018, by **PATE MONTGOMERY, LLC**, an Alabama limited liability company (the "Assignor") in favor of **ORANGE DIAMOND, LLC**, an Alabama limited liability company ("Assignee").

RECITALS:

- A. Resource Management Service, Inc., an Alabama corporation ("RMS") previously owned Lot 2-B ("Lot 2-B") and Lot 3-A ("Lot 3-A") according to the map of Resource Center recorded in Map Book 24, Page 118 in the Office of the Judge of Probate of Shelby County, Alabama together with other property shown on said subdivision map (the "Subdivision").
- B. Pursuant to an Easement Agreement dated March 12, 1999, recorded as Instrument No. 1999-13441 in the Office of the Judge of Probate of Shelby County, Alabama, as corrected by a Scrivener's Affidavit dated August 31, 2004, recorded as Instrument No. 20040914000511630 in said Office (as so corrected, the "Easement Agreement"), Resource Management Service, Inc. and its successor and assigns ("RMS") obtained from Southmark Properties, LLC, an Alabama limited liability company, Interstate Restaurant Investors, L.L.P., an Alabama limited liability partnership, and Frank C. Ellis, Jr., as owner of Lot 1-A in the Subdivision (collectively, the "Lot 1-A Owner"), as easement for signage as described in the Easement Agreement (the "Signage") on a part of Lots 1-A as described in the Easement Agreement.
- C. Pursuant to an Assignment of Easement dated September 10, 2004, recorded as Instrument No. 20040914000511640 in the Office of the Judge of Probate of Shelby County, Alabama (the "First Assignment"), RMS conveyed to Hollis/LAH, LLC, an Alabama limited liability company ("Hollis"), as the owner of Lot 2-B, all of RMS's rights in and to the Easement Agreement.
- D. Pursuant to an Assignment of Easement Rights dated September 10, 2004, recorded as Instrument No. 20040914000511660 in the Office of the Judge of Probate of Shelby County, Alabama (the "Second Assignment"), Hollis conveyed to SouthTrust Bank, an Alabama banking corporation ("SouthTrust"), as owner of Lot 2-B, all of Hollis' right, title and interest in and to the Easement Agreement, subject to and reserving certain Lot 3-A Rights (as defined therein).

- E. Pursuant to an Assignment of Rights to Use Easement dated September 10, 2004, recorded as Instrument No. 20040914000511650 in the Office of the Judge of Probate of Shelby County, Alabama, Hollis conveyed to Resource, L.L.C., as owner of Lot 3-A, the Lot 3-A Rights.
- F. Pursuant to a Statutory Warranty Deed dated December 30, 2010, recorded as Instrument No. 20110105000001600, Wells Fargo Bank, National Association, as successor-by-merger to SouthTrust, conveyed Lot 2-B and all of its right, title and interest in and to the Easement Agreement, First Assignment and Second Assignment (the "Easement Agreements") to Assignor.
- G. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated March 12, 2018 (the "Purchase Agreement") whereby Assignor has agreed to sell and convey to Assignee and Assignee has agreed to purchase and acquire from Assignor, Lot 2-B and the Easement Agreements, subject only to the Lot 3-A Rights.

NOW, THEREFORE, in consideration of the foregoing Recitals and the payment of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and convey to Assignee, the Easement Agreements, subject only to the Lot 3-A Rights.

1. This conveyance of the Easement Agreements is subject to the terms of the Easement Agreements and to all laws, rules and regulations from time to time in effect of any governing authority having jurisdiction over the Signage and the Easement Agreements.

2. Assignor represents, warrants and covenants to Assignee, its successor and assigns that this Assignment has been duly authorized, executed and delivered pursuant to all requisite company action; that it is the true and lawful owner and holder of the Signage and all rights pursuant to the Easement Agreements, excepting only the Lot 3-A Rights; that to the best of Assignor's knowledge, the Easement Agreements remain in full force and effect and have not been amended or modified; that no rights or interests in the Signage or under the Easement Agreements have been previously granted or conveyed to any person or entity, excepting the Lot 3-A Rights; that this Assignment does not violate or conflict with any other agreement of Assignor, and that to the best of Assignor's knowledge, the Signage constructed pursuant to the Easement Agreements is located wholly within the Easement Property (as defined in the Easement Agreements).

3. Assignee, its successors and assigns will be fully responsible for all obligations of the holder of the Easement Agreements, excepting the Lot 3-A Rights, that accrue from and after the date of this Assignment and will indemnify and hold Assignor harmless from and against any and all claim or liability, and any loss, damage, cost or expense, including legal fees, relating to such claim or liability, accruing against the holder of the Easement Agreements, excepting the Lot 3-A Rights, with respect to any act, omission or event that occurs with respect to the

Easement Agreements or its interest in the Signage or Easement Property from and after the date of this Assignment, other than any claim, liability, loss, damage, cost or expense resulting from any representation or warranty of Assignor herein or any breach of any covenant herein of Assignor, and Assignor will indemnify and hold Assignee, its successors and assigns harmless from and against any claim or liability, and any loss, damage, cost or expense, including legal fees, relating to such claim or liability, accruing against the holder of the Easement Agreements, excepting the Lot 3-A Rights, with respect to any act, omission or event that occurs with respect to the Easement Agreements or its interest in the Signage or Easement Property prior to the date of this Assignment or that occurs as a result of any representation or warranty of Assignor herein being false or any breach of any covenant herein of Assignor.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

5. This Assignment together with the Easement Agreements and the special warranty deed conveying Lot 2-B from Assignor to Assignee, contains the entire agreement between the parties regarding the subject matter hereof. No modification or amendment of this Assignment shall be effective unless it is in writing and signed by the parties hereto, or their successors or assigns.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns and shall run with the land.

[Signatures on next pages]


20180403000109680 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
04/03/2018 10:51:00 AM FILED/CERT

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first written above.

PATE MONTGOMERY, LLC,
an Alabama limited liability company

By: [Signature]

Name: Luther S. Pate IV

Title: Manager

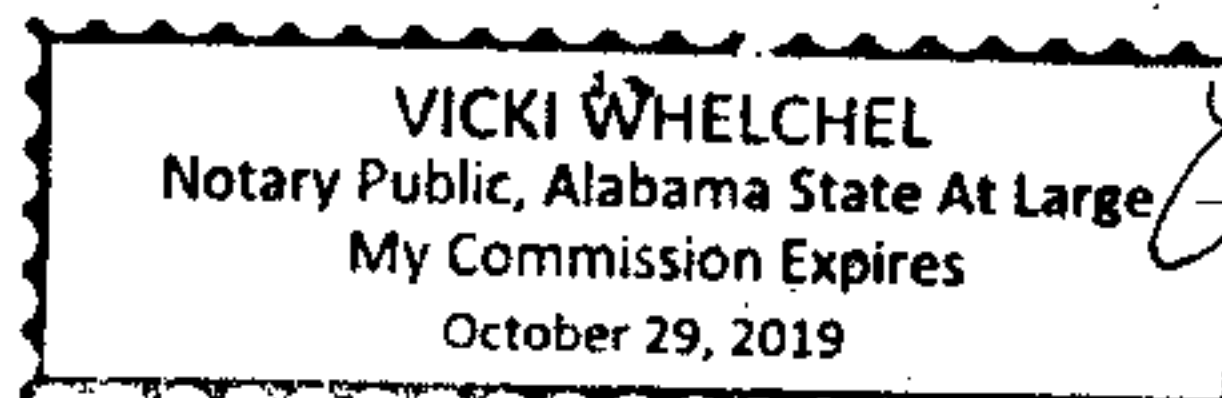
STATE OF ALABAMA)

COUNTY OF Tuscaloosa)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Luther S. Pate IV whose name as Managing Member of PATE MONTGOMERY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such instrument, he, s such officer, and will full authority, executed the same voluntarily and as for act of said company.

Given under my hand and seal, this 27th day of March, 2018.

[SEAL]



[Signature]
NOTARY PUBLIC

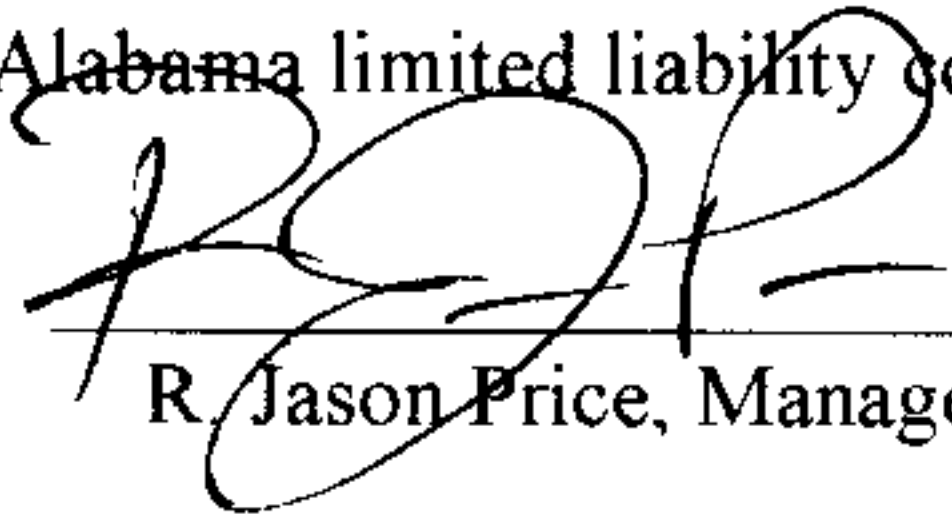
My Commission Expires: 10/29/19

20180403000109680 4/5 \$27.00
Shelby Cnty Judge of Probate, AL
04/03/2018 10:51:00 AM FILED/CERT

ACCEPTED:

ORANGE DIAMOND, LLC,
an Alabama limited liability company

By:


R. Jason Price, Manager

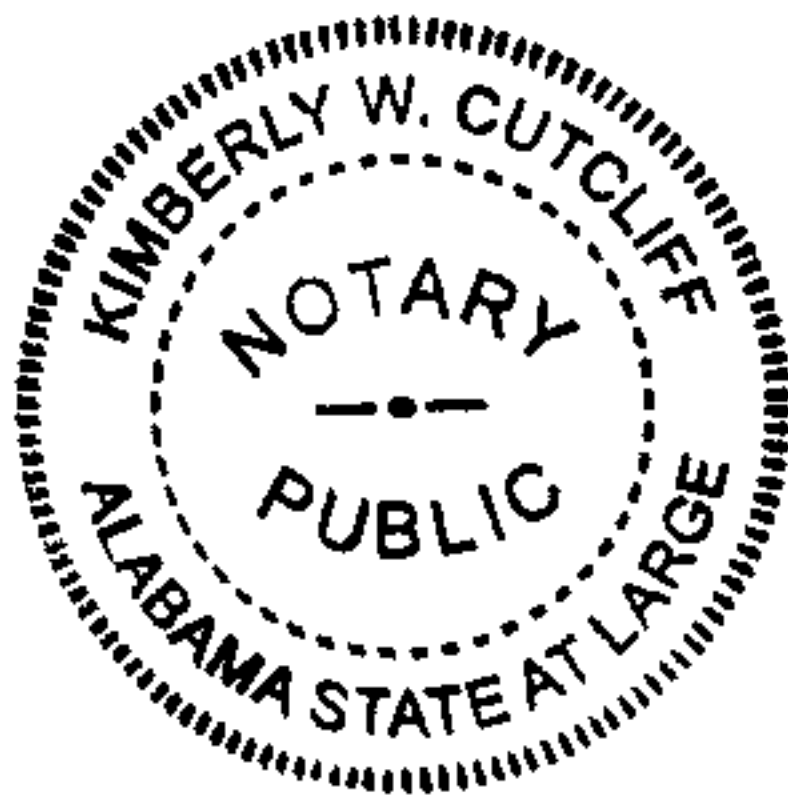
STATE OF ALABAMA)

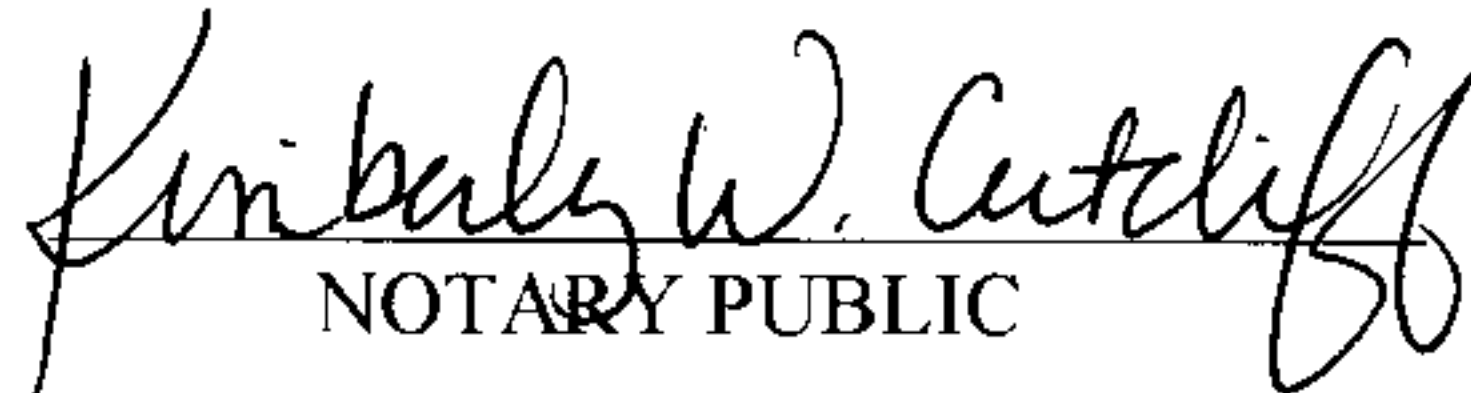
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Jason Price whose name as Manager of ORANGE DIAMOND, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such instrument, he, s such officer, and will full authority, executed the same voluntarily and as for act of said company.

Given under my hand and seal, this 26th day of March, 2018.

[SEAL]




NOTARY PUBLIC

My Commission Expires: 3/30/19

KIMBERLY W. CUTCLIFF
Notary Public, Alabama State At Large
My Commission Expires March 30, 2019



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Shelby Cnty Judge of Probate, AL
04/03/2018 10:51:00 AM FILED/CERT