

This Instrument Prepared By:
Benjamin W. Hutton
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, AL 35801
(256) 517-5100



20190627000228130 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
06/27/2019 10:56:11 AM FILED/CERT

ASSIGNMENT OF LEASE

LIBERTAE VITAE, LLC, an Alabama limited liability company (hereinafter referred to as "Assignor"), whose address is 11816 Inwood Road, Suite 151, Dallas, Texas, 75244, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by or on behalf of VALENCIA CFA BIRMINGHAM, LLC, a Florida limited liability company (hereinafter referred to as "Assignee"), whose address is 2001 Browning Avenue, Salt Lake City, Utah, 84018, receipt and sufficiency of which consideration is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to that certain Ground Lease dated as of July 8, 2013, between OSGILIATH, LLC, an Alabama limited liability company, the predecessor-in-interest to Assignor, as "Landlord" and Chick-Fil-A, Inc., a Georgia corporation, as "Tenant," as evidenced of public record by that certain Short Form Lease dated July 8, 2013, recorded as Instrument No. 20141017000328380, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Lease Agreement"), with respect to leased premises described on Exhibit A attached hereto and made a part hereof.

Assignor hereby represents, warrants and covenants as follows:

- (a) that it has good title and right to assign the Lease Agreement without the consent of any other person or entity;
- (b) that it is not in default of its obligations thereunder and there is not in existence any condition or fact which, with notice or passage of time, or both, shall constitute a default by either Assignor, or to the best knowledge of Assignor, by the Tenant thereunder;
- (c) that the Tenant is not entitled to any rebates, rent concessions or free rent and no commitment has been made to the Tenant for repairs or improvements other than as set forth in the Lease Agreement;
- (d) All work, alterations, improvements or installations required to be made for the Tenant by Assignor has been completed and paid for by Assignor as of the date hereof;
- (e) No brokerage commission or compensation of any kind is due or will be due from Assignee with respect to the Lease Agreement and Assignor shall be obligated to pay same prior to the date hereof;
- (f) that the Lease Agreement, and the rents accruing thereunder, have not been assigned, modified, or pledged;
- (g) the Lease is in full force and effect;
- (h) Assignor has duly and punctually performed or caused to be performed all and singular the terms, covenants and conditions of the Lease to be performed as of the date hereof by or on behalf of Assignor;

(i) Assignor has not received any notice of default, nor is Assignor aware of any default (or facts which, with the passage of time would result in a default) under the Lease;

(j) Assignor has not received any notice of termination of the Lease; and

(k) Assignor has not sold, assigned, transferred, mortgaged or pledged its right, title and interest in the Lease.

Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any and all loss, cost, damage, injury, claim, liability or expense, including, without limitation, attorney's fees and other legal expenses whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, arising out of, either directly or indirectly, the failure of Assignor to perform all of its obligations under the Lease Agreement prior to the date of this Assignment or the breach or falsity of any of the representations, warranties or covenants contained herein.

Assignee hereby assumes the rights, duties and obligations of the "Landlord" under the Lease Agreement from and after the date of this Assignment and hereby agrees to indemnify, defend and hold Assignor harmless from any and all loss, cost, damage, injury, claim, liability or expense, including, without limitation, attorney's fees and other legal expenses whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, arising out of, either directly or indirectly, the failure of Assignee to perform all of its obligations under the Lease Agreement after the date of this Assignment.

Assignor appoints Assignee to be its true and lawful attorney, irrevocably, for it and in its name and stead:

1. To demand, collect, receive and sue for any rents or monies due, or to become due, under the Lease Agreement;

2. To do all acts and things necessary or proper to accomplish any of the foregoing purposes; and

3. To substitute one or more persons with like powers.

Notice of this Assignment may be given by Assignee to the "lessee" under the Lease Agreement, or to the duly authorized agent of any such "lessee".

Assignor covenants with Assignee that it will execute or procure any additional documents necessary to establish the rights of Assignee hereunder.

[SIGNATURE PAGES FOLLOW]



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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed and delivered this 14 day of June, 2019.

“ASSIGNOR”

LIBERTAE VITAE LLC

By: 

Name: JT McPherson

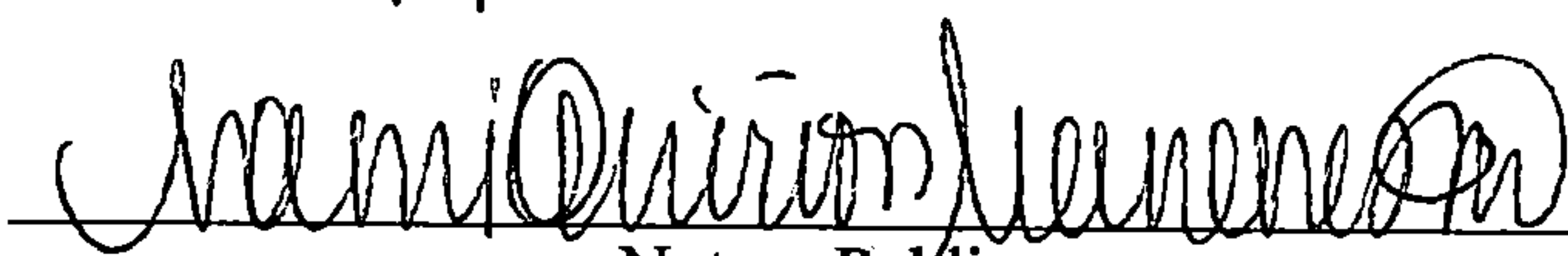
Title: Sole Member/Manager

STATE OF Texas)

COUNTY OF Dallas ;

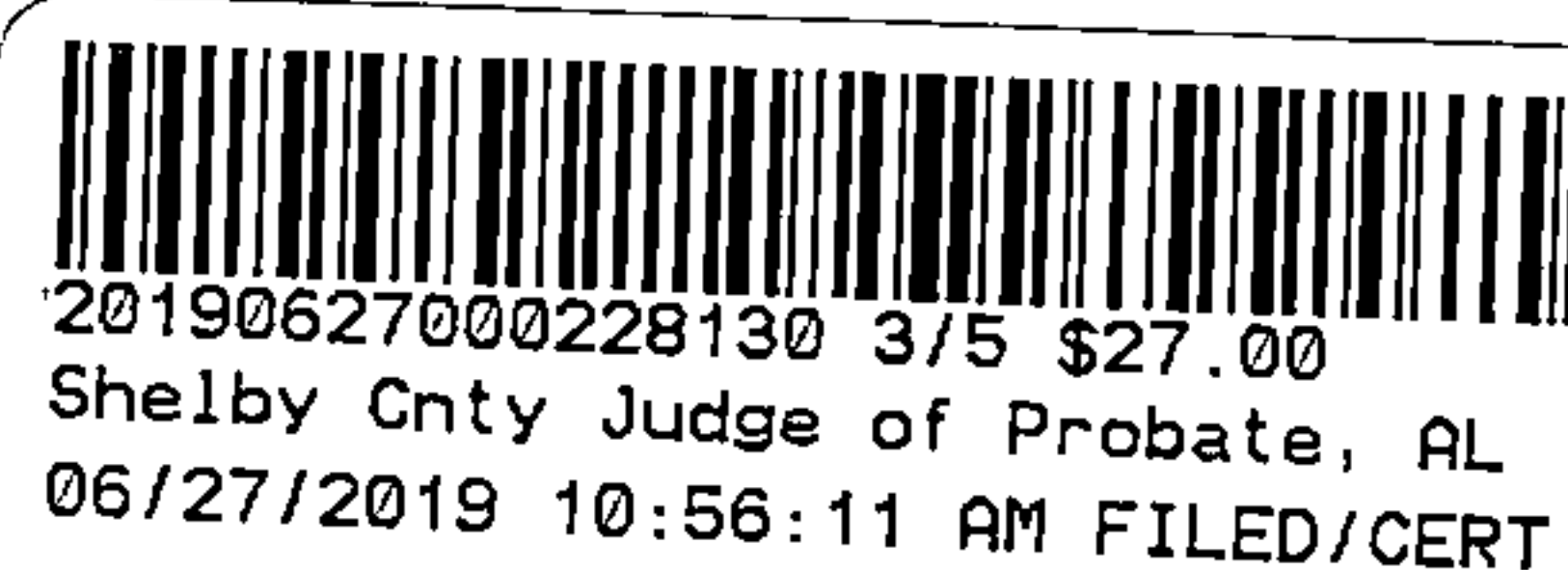
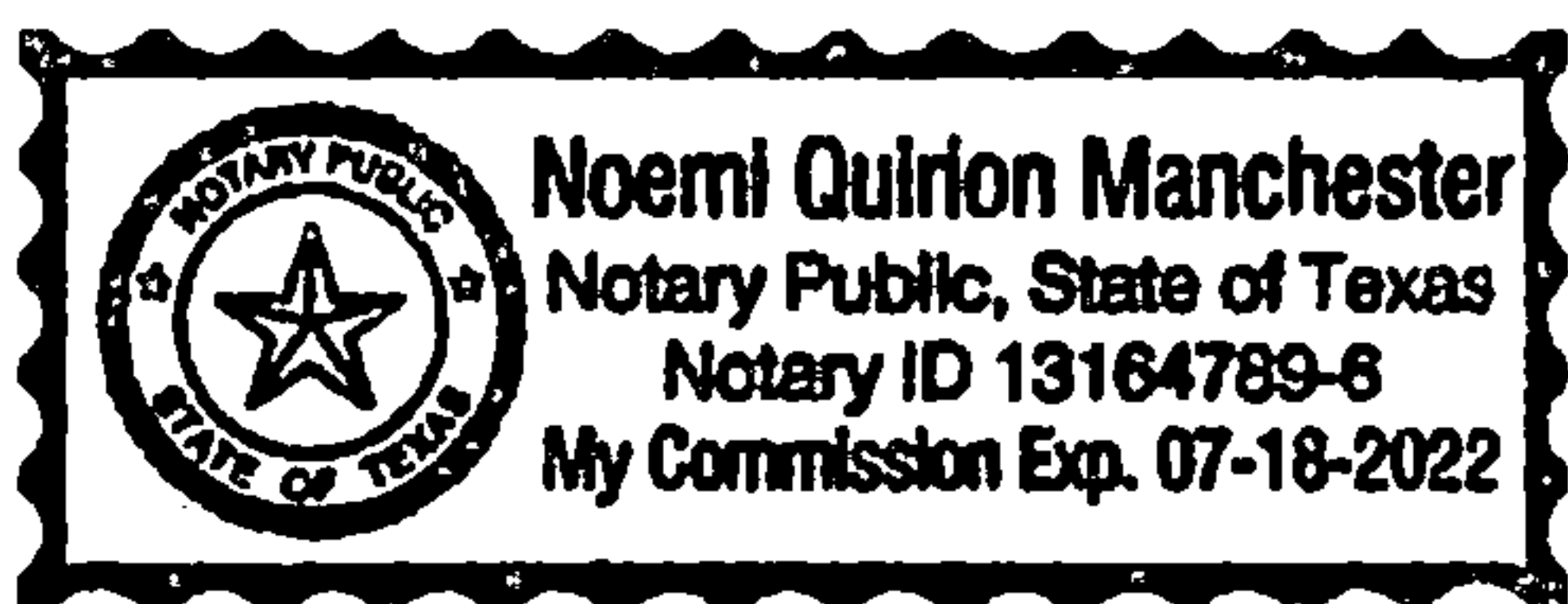
I, the undersigned, a notary public in and for said county in said state, hereby certify that JT McPherson, whose name as Sole member/manager of LIBERTAE VITAE LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he or she, as such Sole member/manager 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 14 day of June, 2019.


Notary Public

[NOTARIAL SEAL]

My commission expires: 7/18/22



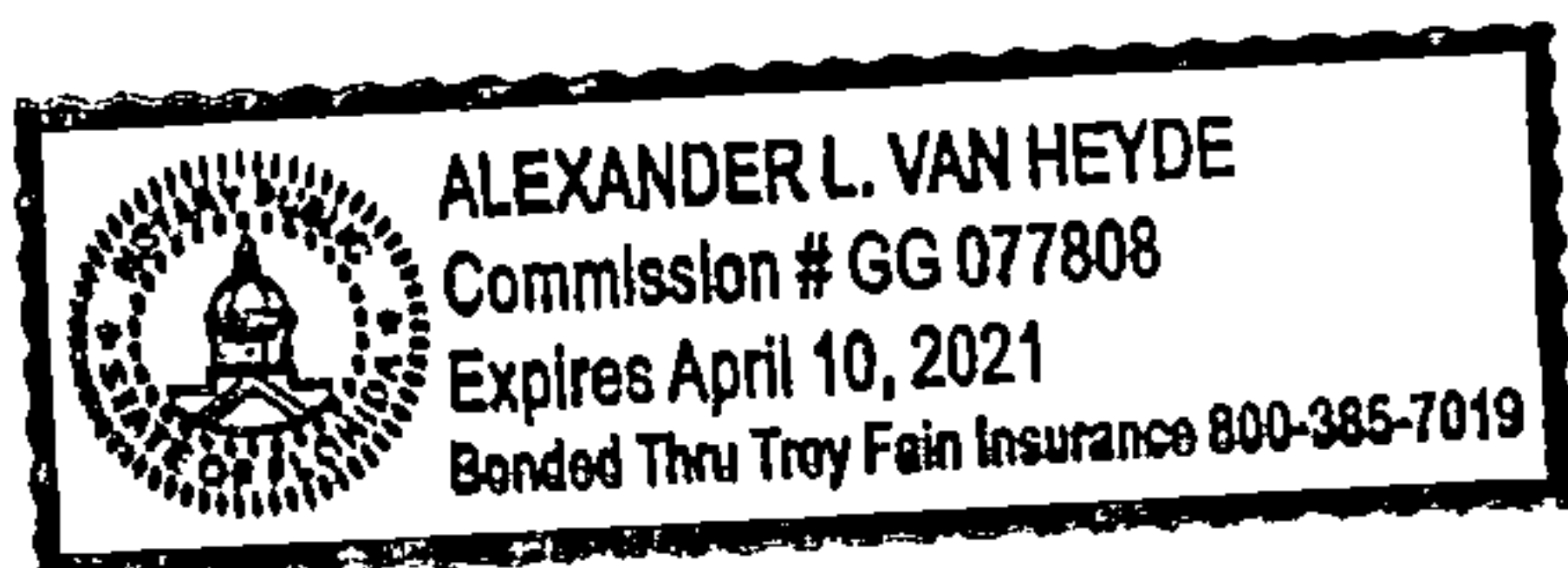
"ASSIGNEE"

VALENCIA CFA BIRMINGHAM, LLC

By: Jane H. Linton
Name: Jane H. Linton
Its: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of June, 2019, by Jane H. Linton as Manager of VALENCIA CFA BIRMINGHAM, LLC, a Florida limited liability company, on behalf of the Company. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.



Alex Van Heyde
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



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EXHIBIT A

(Legal Description)

All that tract or parcel of land lying and being in Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Beginning at the intersection of the Northern, right-of-way of US Hwy 280 and the western right-of-way of Cahaba Valley Rd. (Variable R/W); thence with said right-of-way of Cahaba Valley Rd.; thence N 22°00'33" E a distance of 98.95' to a point; thence leaving said right-of-way N 64°36'32" W a distance of 274.22' to a 1/2" rebar w/ cap found; thence S 21°17'19" W a distance of 216.44' to a 1/2" rebar w/ cap found along Northern right-of-way of US Hwy 280; thence with said right-of-way S 59°43'46" E a distance of 80.52' to a point; thence S 80°33'59" E a distance of 125.81' to a 1/2" rebar w/ cap found; thence 60°44'12" E a distance of 109.56' to the Point of Beginning.

Previously described as follows:

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78°39'13" East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60°38'07" East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesterly right of way line of Alabama Highway No. 119 at station 13+24:60; thence run North 21°09'07" East along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64°43'19" West for a distance of 298.82 feet; thence run South 21°09'07" West for a distance of 216.54 feet; thence run South 59°47'53" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80°42'35" East long the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.

LESS AND EXCEPT that portion of the above property that was conveyed to the State of Alabama Department of Transportation in Instrument 20130801000313630 being more particularly described as follows:

A part of the NW 1/4 of SW 1/4, Section 32, Township 18-S, Range 1W, identified as Tract No. 13 on Project No NHF-0038() In Shelby County, Alabama and being more fully described as follows:

Commencing at a found capped rebar located on the southeast corner of the property referenced in Map Book 29, Page 1 in the Probate Office of Shelby County, thence S 64°34'46" E and along the grantor's north property line a distance of 274.21 feet to a point on the grantors said property line (said point on the acquired R/W line (said line offset 80' LT and parallel with centerline of project)), which is the point of BEGINNING; thence S 64°34'46" E and along the grantors said property line a distance of 24.08 feet to a point on the west present R/W line of SR-119; thence S 20°52'57" W and along the said present R-W line of SR-119 a distance of 65.85 feet to a point on the north present R/W flare of SR-38; thence S 60°46'11" W and along the said present R/W flare of SR-38 a distance of 40.54 feet to a point on the acquired R/W line (said point offset 80' LT and tied to the said present R/W flare of SR-38); thence N 22°2'4" E and along the acquired R/W line a distance of 98.89 feet to the point and place of BEGINNING.

Together with easements appurtenant to the above described property in that certain Access Easement Agreement between Bazaar 280, LLC, Osgiliath LLC and Chick-Fil-A, Inc, recorded in Instrument 20141017000328390, in the Probate Office of Shelby County, Alabama.



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