

**ASSIGNMENT AND ASSUMPTION OF ASSIGNOR'S INTEREST IN  
LEASES, LICENSES AND CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF ASSIGNOR'S INTEREST IN LEASES, LICENSES AND CONTRACTS ("Assignment") is made and entered into as of this \_\_\_\_ day of December, 2019, by and between **AL PELHAM BIG RUC, LLC**, a South Carolina limited liability company ("Assignor") and **CHARLES D. BAILEY 2000 REVOCABLE LIVING TRUST** ("Assignee").

WHEREAS, Assignor is the owner of certain real property and improvements located at 300 Big Mountain Road, City of Pelham, County of Shelby, Alabama, more fully identified in *Exhibit A* attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, Rural Urgent Care, LLC, a Delaware limited liability company, as "Tenant", has entered into that certain Lease Agreement dated as of June 26, 2017 with Assignor, as "Landlord", related to the Property (as amended from time to time, the "Lease"); and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Lease, including all ancillary documents related thereto as described on the attached *Exhibit B*, as well as all other leases, license agreements and contracts, if any, applicable to the Property (collectively, the "Assigned Agreements") to Assignee, and Assignee desires to accept such assignment.


NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and conveys unto the Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned Agreements.
2. Assignee hereby assumes and agrees to fully perform all the terms, conditions, covenants and agreements of the Assigned Agreements on the part of the Assignor to be kept and performed thereunder during the term of the Assigned Agreements and any extension or renewal thereof.
3. Assignee shall indemnify, defend and hold harmless Assignor from and against any and all costs, liabilities, damages, expenses or claims including, without limitation, reasonable attorney's fees (based on actual time expended at regular hourly rates) arising out of or relating to the Assigned Agreements from and after the date of this Assignment. Assignor shall indemnify, defend and hold harmless Assignee from and against any and all costs, liabilities, damages, expenses or claims including, without limitation, reasonable attorney's fees (based on actual time expended at regular hourly rates) arising out of or relating to the Assigned Agreements prior to the date of this Assignment.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Assignment shall be governed by the laws of the State of Alabama.
6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR SIGNATURE PAGE FOR ASSIGNMENT

Assignor has caused this instrument to be executed as of the date first written above.

***AL PELHAM BIG RUC, LLC,***  
a South Carolina limited liability company

By:   
Philip J. Wilson, Manager

20191204000447510 12/04/2019 08:20:50 AM ASSIGN 3/5

ASSIGNEE SIGNATURE PAGE FOR ASSIGNMENT

Assignee has caused this instrument to be executed as of the date first written above.

CHARLES D. BAILEY 2000 REVOCABLE LIVING  
TRUST

By: Charles D. Bailey  
Name: CHARLES D. BAILEY  
Its: TRUSTEE

*Exhibit A*

Property

Lot 3 according to the Final Plat for Big Mountain Center, a commercial subdivision, as recorded in Map Book 40, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama.

***Exhibit B***

Lease

- Lease Agreement by and between AL Pelham Big RUC, LLC as "Landlord" and Rural Urgent Care, LLC, as "Tenant", dated June 26, 2017 (the "Lease")
- Memorandum of Lease recorded as Instrument #20170629000232180.
- Notice of Landlord Address Change dated March 18, 2019.
- DRAFT Commencement Memorandum, out for execution by Tenant as of November 11, 2019.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/04/2019 08:20:50 AM  
\$34.00 CHERRY  
20191204000447510

*Allie S. Bayl*