

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Document Prepared By:

Gregg Graines
CMK2 PELHAM LAND, LLC
c/o Remedy Medical Properties, Inc.
800 W Madison St, Suite 400
Chicago, IL 60607

Tax Parcel ID: 13 6 13 3 001 027.027

THIS AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “**Assignment**”) is made and entered into as of December 2, 2021 (the “**Effective Date**”), by and between **BW OFFICE BUILDINGS, LLC**, a Delaware limited liability company (“**Assignor**”), and **CMK2 PELHAM LAND, LLC**, a Delaware limited liability company (hereinafter referred to as “**Assignee**”).

RECITALS:

WHEREAS, Assignor (as “**Seller**”) and **CMK2 PELHAM LAND, LLC** (as “**Purchaser**”) are parties to that certain Purchase and Sale Agreement dated as of the Effective Date (the “**Purchase Agreement**”), for the purchase and sale of all of Seller’s right, title and interest in the land located at 3143 Pelham Parkway, Pelham, AL 35124, improvements located thereon, and personal property, all as more particularly described in the Purchase Agreement; and

WHEREAS, Assignor, as successor-in-interest as “**Landlord**” and Ground Lessee, as successor-in-interest as “**Tenant**” entered into that certain Ground Lease dated as of October 16, 1998, as evidenced by that certain Memorandum of Ground Lease filed for record October 20, 1998, recorded in Instrument 1998-40834, that certain Assignment and Assumption of Tenants Interest in Ground Lease and Special Warranty Deed, recorded in Instrument 20060110000017000 and said Assignment being re-recorded in Instrument 20060110000017010; that certain Assignment and Assumption of Ground Lease, as recorded in Instrument 20151002000346440 and that certain Assignment and Assumption of Ground Lease, as recorded in Instrument 20180511000162400 (as amended, the “**Ground Lease**”); and

WHEREAS, in connection with the consummation of the transaction contemplated under the Purchase Agreement, Assignor and Assignee desire to execute this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are hereby incorporated in the body of this Assignment as if fully rewritten and restated herein.

2. **Assignment**. Assignor hereby grants, sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to (i) the leasehold estate created by the Ground Lease, and (ii) the building and other improvements and fixtures located on the real property described in Exhibit A attached hereto ("**Improvements**").

3. **Assumption**. Assignee hereby accepts the transfer, assignment and conveyance of the Ground Lease and the Improvements subject to the terms and conditions hereof, and agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Ground Lease first arising and accruing on and after the date hereof ("**Closing Date**").

4. **Limitations**. Nothing contained in this Assignment shall be deemed to limit, waive or otherwise derogate from nor increase any warranty, representation, covenant or indemnification made in the Purchase Agreement by either Assignor or Assignee, or to waive or abrogate any limits on liability specified in the Purchase Agreement, and none of such provisions in the Purchase Agreement shall be deemed to have merged into the assignment made by this Assignment.

5. **Counterparts**. This Assignment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed one and the same instrument. Executed copies of this Assignment may be delivered between the parties via electronic mail. An electronically-transmitted copy of an executed counterpart of this Assignment (including in .pdf format) or a counterpart of this Assignment signed via DocuSign shall be deemed an original. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Assignment. The parties hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Assignment. Notwithstanding the foregoing, if the recorder's office in Shelby County, Alabama refuses to record this document without original signatures, Assignor and Assignee shall provide original signed and notarized signature pages for recording.

6. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

7. **Partial Invalidity**. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

[Signature page follows this page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first above written.

ASSIGNOR:

BW OFFICE BUILDINGS, LLC, a Delaware limited liability company

By:

Sharika Smith

Name:

Sharika Smith

Title:

Vice President

STATE OF

TEXAS

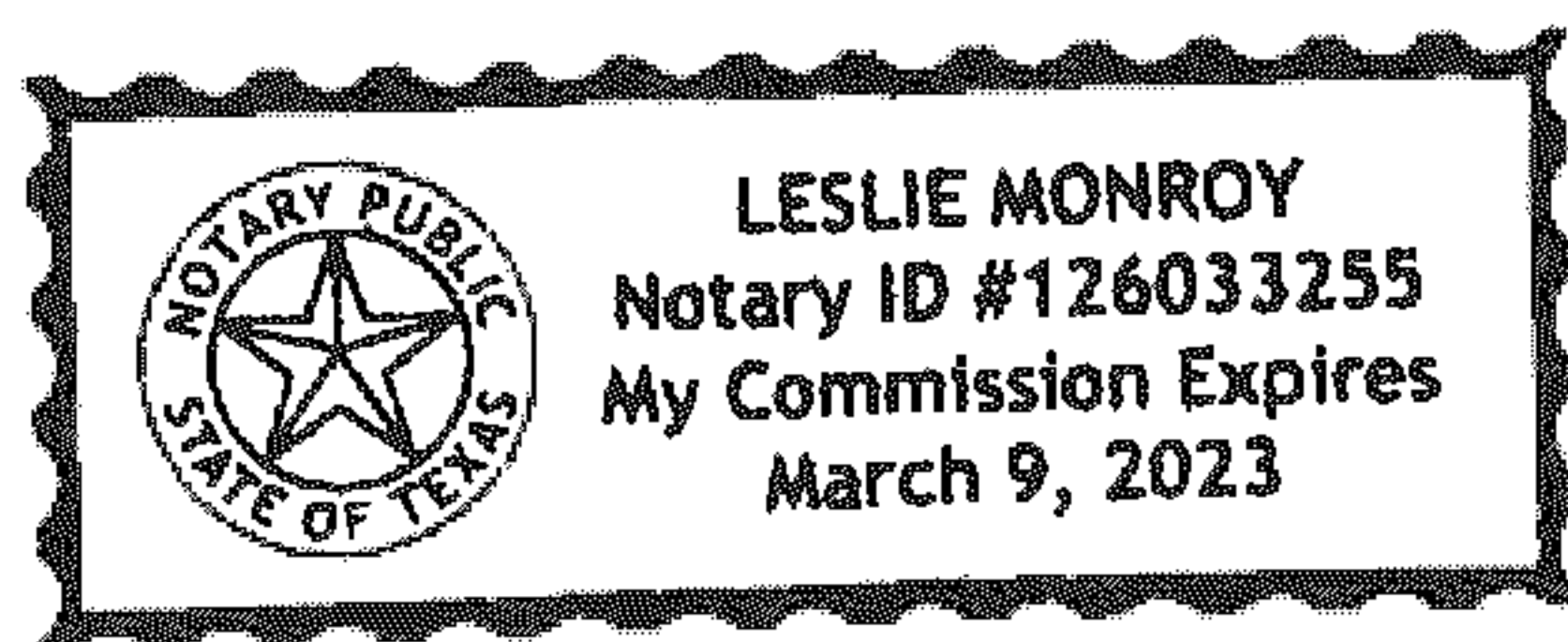
COUNTY OF

Dallas

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sharika Smith as Vice President of BW Office Buildings, LLC, a 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, s/he as such Vice President and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 1 day of December, 2021.

[NOTARIAL SEAL]



Leslie Monroy

Notary Public

My commission expires: MARCH 9, 2023

ASSIGNEE:

CMK2 PELHAM LAND, LLC, a Delaware limited liability company

By: [Signature]
Name: Gregg Graines
Title: Authorized Signatory

STATE OF Illinois)
COUNTY OF Cook)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gregg Graines, as Authorized Signatory of CMK2 Pelham LAND, LLC, a 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, s/he as such Authorized and with full authority, executed the same voluntarily for and as the act of said entity. Signatory

Given under my hand and official seal this 19 day of November, 2021.

[NOTARIAL SEAL]

M. Vauck
Notary Public
My commission expires: 10/14/24

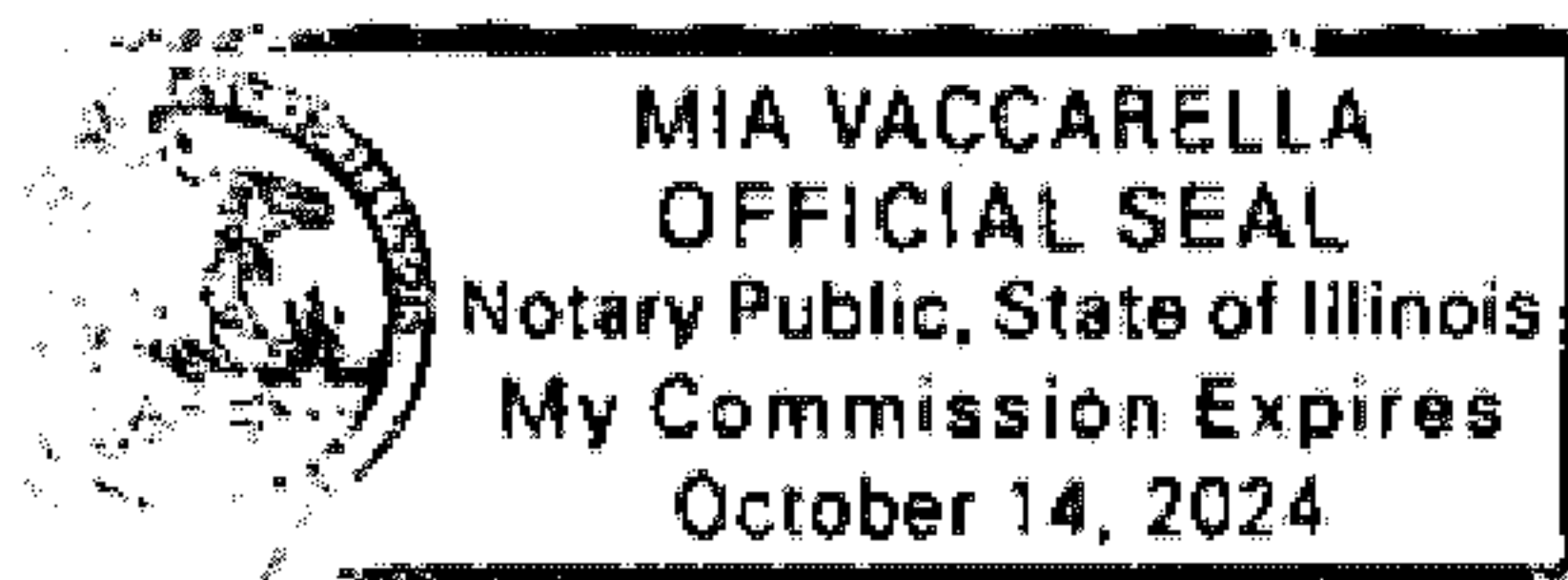


EXHIBIT A

Legal Description

Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/06/2021 03:55:45 PM
\$38.00 CHERRY
20211206000581100

Allen S. Bayl