

ASSIGNMENT AND ASSUMPTION OF GROUND LEASES

RE: Calera Crossings Shopping Center, Shelby County, Alabama, being more particularly described on Exhibit A (the "**Property**")

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES (this "**Assignment**") is made as of the 23rd day of September, 2022, by CALERA CROSSINGS, LLC, an Alabama limited liability company ("**Seller**") unto PSM ALABAMA HOLDINGS, LLC, an Alabama limited liability company ("**Purchaser**").

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, transfers, grants, and conveys to Purchaser all of Seller's right, title, and interest in, to, and under that certain Ground Lease dated March 3, 2009 between the City of Calera, Alabama, as landlord and Calera Crossings, LLC, as tenant, and as evidenced by Memorandum of Lease dated March 3, 2009, recorded March 5, 2009, in Inst. No. 20090305000081440 in the Office of the Judge of Probate of Shelby County, Alabama (the "**Probate Records**"), as amended by First Amendment to Ground Lease dated February 21, 2014 (as amended, the "**Ground Lease**") and under that certain Outparcel Ground Lease dated February 21, 2014 between the City of Calera, Alabama, as landlord and Calera Crossings, LLC, as tenant, as evidenced by Memorandum of Lease dated February 21, 2014, recorded February 21, 2014, in Inst. No. 20140221000048340 in the Probate Records, as amended by that certain First Amendment to Outparcel Ground Lease dated September 7, 2022, and as evidenced by First Amendment to Memorandum of Lease recorded in Inst. No. 20220923000367620 in the Probate ****** Records (as amended, the "**Outparcel Ground Lease**," and together with the Ground Lease, the "**Ground Leases**"), together with Seller's interest in all rights, tenements, privileges, hereditaments, appurtenances, and easements thereunto belonging or related to the Property (as defined in the Ground Leases), including all rights, rights of way, roadways, roadbeds, reversions, strips, gores, and any interests in any alleys, streets, or roads abutting or adjacent thereto.

Purchaser does hereby assume all obligations, covenants, and agreements of tenant under the Ground Leases arising from and after the date hereof. Seller shall indemnify, defend and hold Purchaser harmless from and against any loss, cost, claim, damage, liability or expense of whatever kind or nature with respect to any claim, liability or obligation under the Ground Leases arising or accruing because of Seller's default or failure to perform a tenant obligation before the date hereof. Purchaser shall indemnify, defend and hold Seller harmless from and against any loss, cost, claim, damage, liability or expense of whatever kind or nature with respect to any claim, liability or obligation under the Ground Leases first arising or accruing as a result of Purchaser's default under the Ground Leases or failure to perform a tenant obligation from or after the date hereof.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

Signed and delivered as of the date first above set forth.

SELLER:

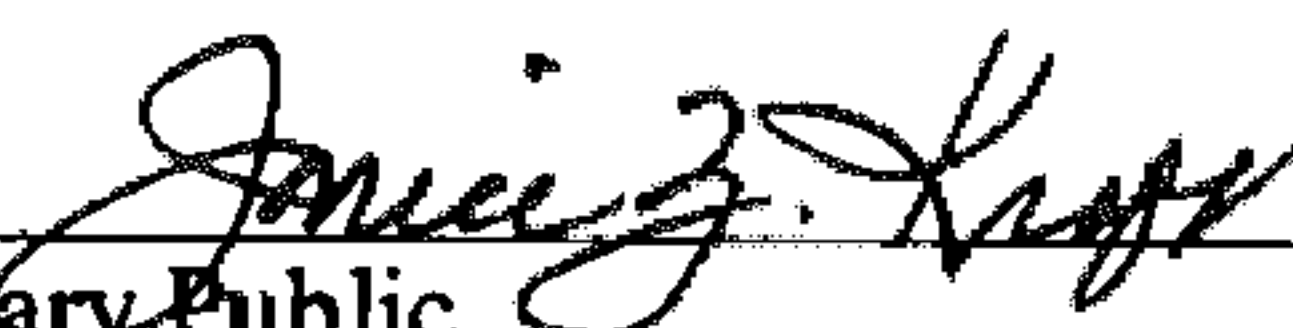
CALERA CROSSINGS, LLC, an Alabama
limited liability company

By: 
Print Name: Donald P. Kelly, Jr.
Title: Authorized Manager

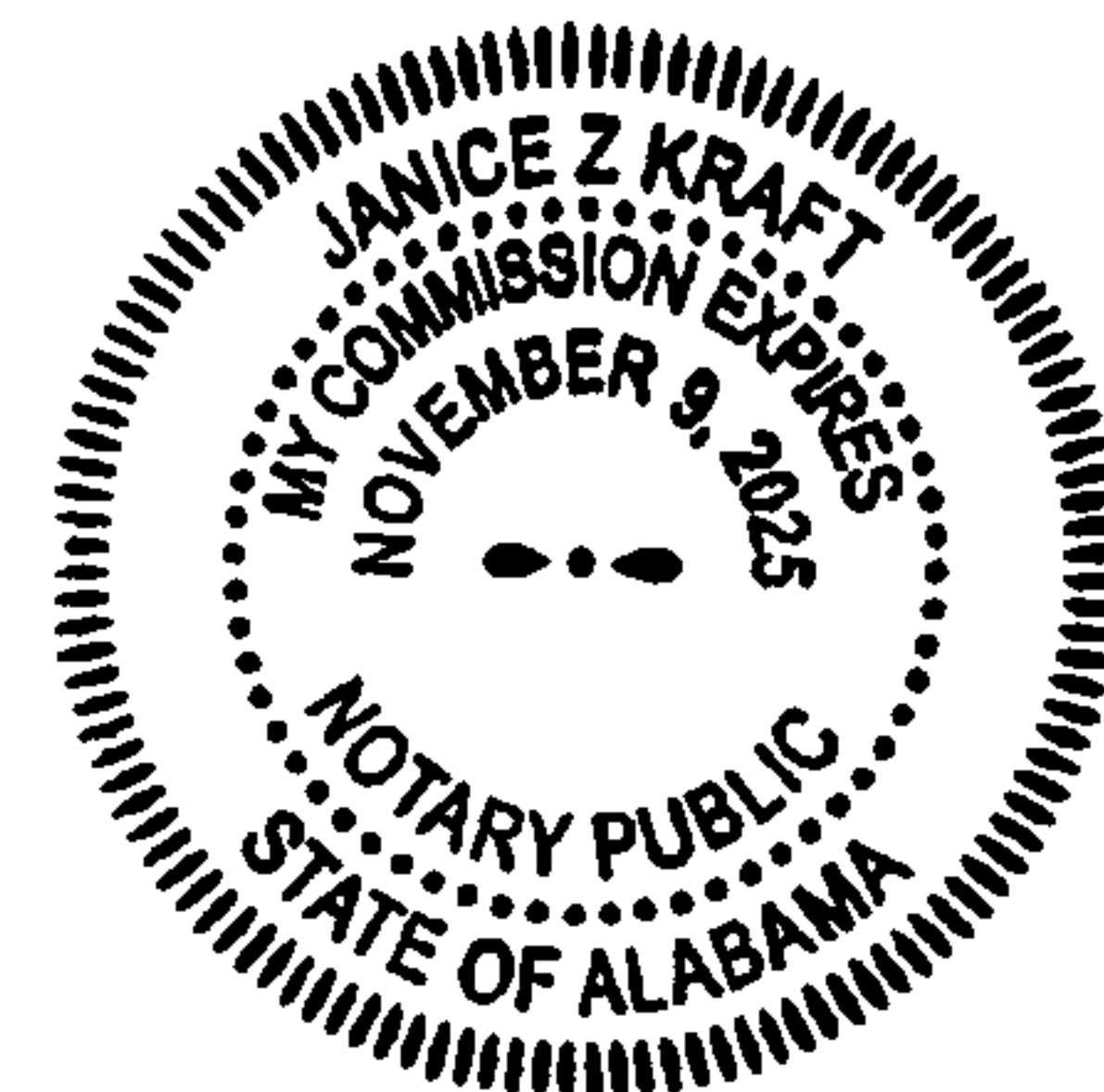
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Donald P. Kelly, Jr., whose name as Authorized Manager of Calera Crossings, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

Given under my hand and seal this the 21st day of September, 2022.


Notary Public
My Commission Expires: 11-9-25
(Notary Seal)

(Signatures Continued on Next Page)



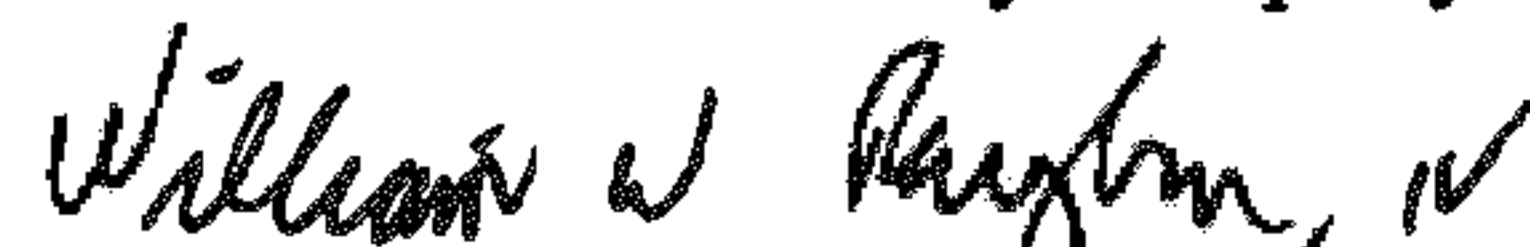
WITNESSES:


Print Name: **Catie Atkins**


Print Name: **Ana Smiley**

PURCHASER:


PSM ALABAMA HOLDINGS, LLC,
an Alabama limited liability company

By: 
Print: William W Rayburn, IV
Title: Vice President of Real Estate Assets

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of September, 2022, by William W. Rayburn, IV, as Vice President of Real Estate Assets for PSM ALABAMA HOLDINGS, an Alabama limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced a _____ as identification.


Printed/typed name: Michelle Thomason
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

This instrument prepared by
(and after recording return to):

John T. Dukes, Esq.
Helmsing, Leach, Herlong
Newman & Rouse, P.C.
P.O. Box 2767
Mobile, Alabama 36652



MICHELLE THOMASON
Commission # HH 004297
Expires June 3, 2024
Bonded Thru Budget Notary Services

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Property Description

Lots 2, 3, 4, 5 and 7, according to the plat of Calera Marketplace, as recorded in Map Book 41, Page 48, in the Probate Office of Shelby County, Alabama.

4857-3256-4019, v. 1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/23/2022 03:27:50 PM
\$31.00 JOANN
20220923000367620

Allen S. Bayl