

THIS INSTRUMENT WAS PREPARED BY:  
Kutak Rock, LLP  
2001 16<sup>th</sup> Street, Suite 1800  
Denver, CO 80202  
Kristine L. Poston, Esq.

After recording, mail to:  
First American Title Insurance Company  
Attn: Kristin L. Brown  
2555 East Camelback Road, Suite 350  
Phoenix, AZ 85016

### MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE

**THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Memorandum") is executed effective as of October 18, 2023 ("Effective Date"), by and between **STORE MASTER FUNDING II, LLC**, a Delaware limited liability company ("Assignor"), whose address 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255, and **STORE MASTER FUNDING IX, LLC**, a Delaware limited liability company ("Assignee"), whose address is 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255.

1. Assignor, as successor in interest to STORE Master Funding XI, LLC, as lessor, and Odyssey Early Schools, Inc., an Alabama corporation, as lessee ("Lessee"), are parties to that certain Master Lease Agreement dated April 19, 2017 (together with all modifications and amendments thereof, the "Lease"), with respect to the lease of certain real property described on Exhibit A attached hereto (the "Property"). Initially capitalized terms not otherwise defined in this Memorandum shall have the meanings set forth in the Lease.

2. Pursuant to the Lease, the Property is leased to Lessee, and in connection therewith, a memorandum of lease evidencing the Lease was recorded on April 25, 2017 at Instrument No. 20170425000140290, as affected by that certain Memorandum of Assignment and Assumption of Lease recorded on November 17, 2017 at Instrument No. 20171117000417290 in the records of Shelby County Clerk, State of Alabama (collectively, the "Memorandum").

3. Pursuant to that certain Assignment and Assumption of Lease dated as of the date hereof (the "Assignment"), by and between Assignor and Assignee, Assignor has assigned all of its right, title and interest under the Lease and all guarantees thereof to Assignee, and Assignee has agreed to be bound by all of the terms and conditions under the Lease from and after the date hereof.

4. Original copies of the Assignment are in the possession of the parties hereto. The Assignment contains other terms not set forth herein but which are incorporated by reference herein for all purposes. This Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Assignment and, where appropriate, its contents, and the parties hereto ratify and confirm all other terms of the Assignment as if fully set forth herein. Additional information concerning the terms of the Assignment can be obtained by parties with a legitimate interest from the parties hereto at the addresses set forth above.

1195150  
4856-8311-6134.1

STORE/ Odyssey Early Schools  
Intercompany - Memo of Assignment of Lease  
104 Heatherbrooke Park Dr, Birmingham, AL  
File No. 7210/02-524.1

5. This Memorandum is intended for recording purposes only and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease (except as modified by the Assignment) or the Assignment in any respect. In the event of any conflict between the provisions of this Memorandum and the provisions of the Assignment, the provisions of the Assignment shall control.

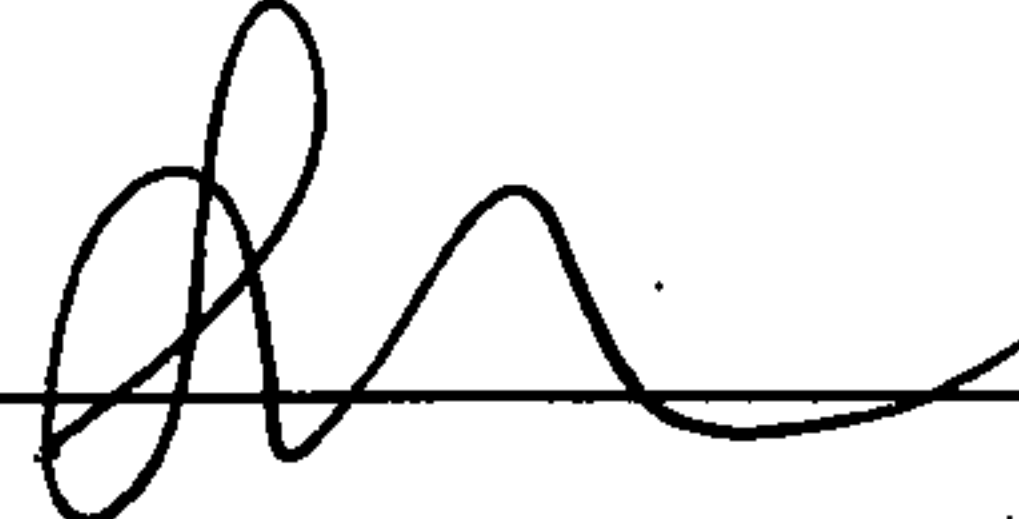
6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

*[Remainder of page intentionally left blank; signature page(s) to follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

**ASSIGNOR:**

**STORE MASTER FUNDING II, LLC, a**  
Delaware limited liability company

By: 

Name: Lyena Hale


Title: Senior Vice President  
Portfolio Management

STATE OF ARIZONA )

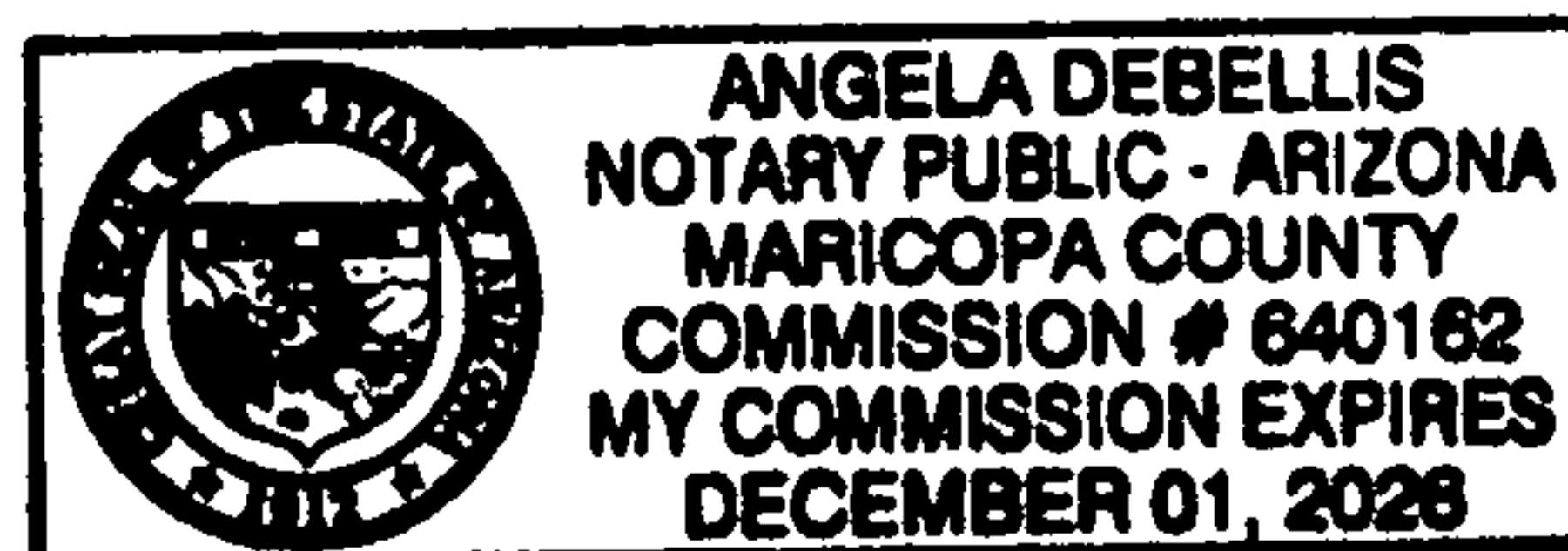
COUNTY OF MARICOPA )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that, Lyena Hale, as SR Vice President of **STORE MASTER FUNDING II, LLC**, a Delaware limited liability company, whose name 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 instrument, she, as such SR Vice President, and with full authority, executed the same voluntarily for and as the act of said **STORE MASTER FUNDING II, LLC**, a Delaware limited liability company.

WITNESS my hand and Official Seal at office, this 5<sup>th</sup> day of October, 2023.


  
Notary Public

My Commission Expires: 12/1/2026



ASSIGNEE:

STORE MASTER FUNDING IX, LLC, a  
Delaware limited liability company

By: 

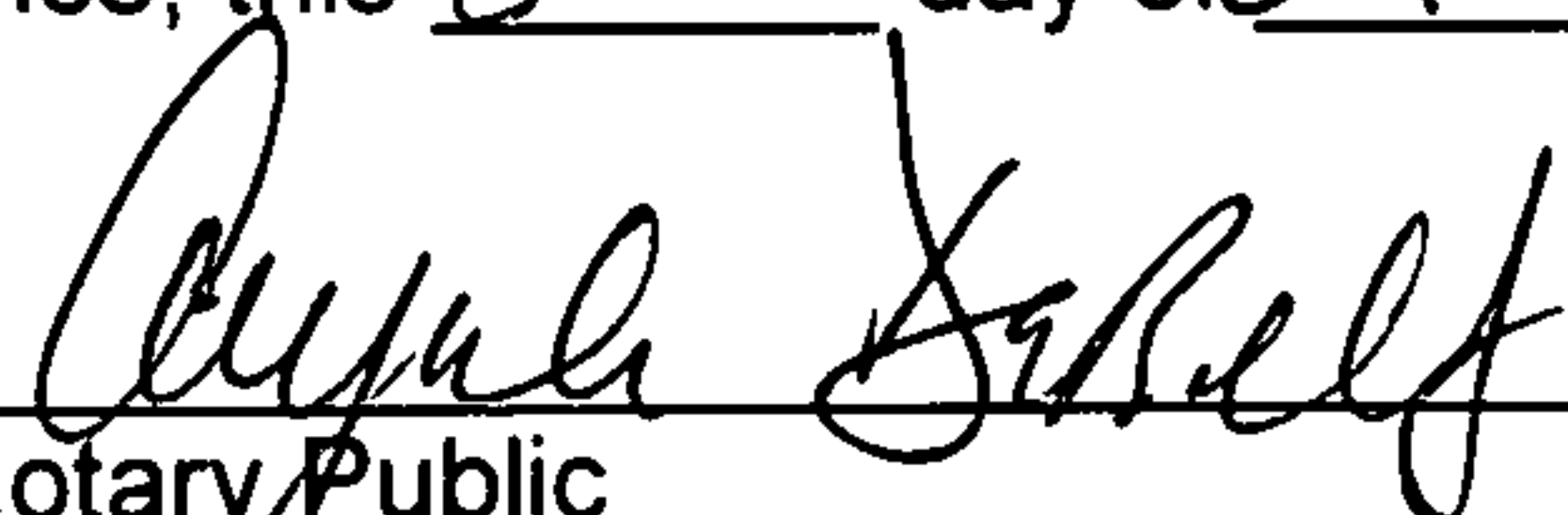
Name: Lyena Hale  
Senior Vice President

Title: Portfolio Management

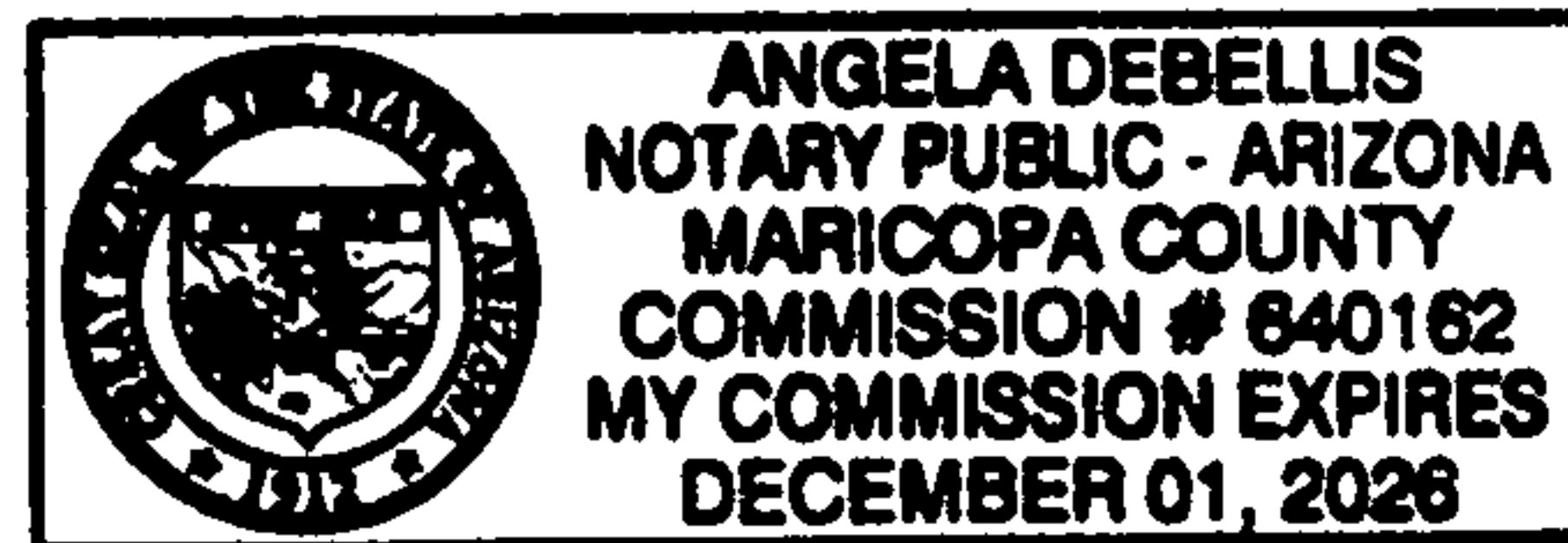
STATE OF ARIZONA       )  
COUNTY OF MARICOPA   )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby  
certify that, Lyena Hale, as SR Vice President of **STORE  
MASTER FUNDING IX, LLC**, a Delaware limited liability company, whose name 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 instrument, she, as such SR Vice President, and with full  
authority, executed the same voluntarily for and as the act of said **STORE MASTER FUNDING  
IX, LLC**, a Delaware limited liability company.

WITNESS my hand and Official Seal at office, this 5<sup>th</sup> day of October, 2023.

  
Notary Public

My Commission Expires: 12/1/2026





**EXHIBIT A****PROPERTY**

**Property Address:** 104 Heatherbrooke Park Dr., Birmingham, AL 35242

**Legal Description:**

PARCEL I: LOT 2-B ACCORDING TO A RESURVEY OF LOT 2, HEATHERBROOKE OFFICE PARK, AS RECORDED IN MAP BOOK 12, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II: PART OF LOT I, HEATHERBROOKE OFFICE PARK RESURVEY, AS RECORDED IN MAP BOOK 23, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SAID SECTION 36, AND RUN THENCE SOUTH 88 DEG. 15 MIN. 29 SEC. EAST ALONG THE NORTHERLY LINE OF THE SW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SAID SECTION 36 FOR A DISTANCE OF 179.93 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 01 DEG. 44 MIN. 02 SEC. WEST FOR A DISTANCE OF 169.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 79 DEG. 32 MIN. 29 SEC. EAST FOR A DISTANCE OF 179.18 FEET; THENCE SOUTH 18 DEG. 35 MIN. 30 SEC. WEST FOR A DISTANCE OF 80.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 2-B, HEATHERBROOKE OFFICE PARK, AS SHOWN ON THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA; THENCE RUN NORTH 75 DEG. 12 MIN. 10 SEC. WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2-B, FOR A DISTANCE OF 158.00 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 01 DEG. 44 MIN. 02 SEC. EAST FOR A DISTANCE OF 68.03 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Also described as:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 36, AND RUN THENCE SOUTH 88 DEGREES 15 MINUTES 29 SECONDS EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 36 FOR A DISTANCE OF 179.93 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 01 DEGREES 44 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 169.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 79 DEGREES 32 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 179.18 FEET; THENCE SOUTH 18 DEGREES 35 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF LOT 2-B, HEATHERBROOKE OFFICE PARK, AS SHOWN ON THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA; THENCE ALONG THE NORTHEAST BOUNDARY LINE OF SAID LOT 2-B, SOUTH 37 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.51' (AS MEASURED), 205.50' (AS RECORD) TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF A DEDICATED UTILITY EASEMENT (FORMERLY A PORTION OF HEATHERBROOKE PARK DRIVE) AS SHOWN ON MAP BOOK 23, PAGE 46 IN THE OFFICE

OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA; THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 88 DEGREES 54 MINUTES 56 SECONDS EAST 121.42'; AN ARC LENGTH OF 121.76' AND A RADIUS OF 470.00' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF N 77 DEGREES 32 MINUTES 25 SECONDS WEST 292.15'; AN ARC LENGTH OF 292.70' AND A RADIUS OF 1370.0' TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF HEATHERBROOKE PARK DRIVE; THENCE LEAVING HEATHERBROOK PARK DRIVE AND ALONG THE WEST BOUNDARY LINE OF SAID LOT 2-B NORTH 14 DEGREES 47 MINUTES 50 SECONDS EAST A DISTANCE OF 171.93' TO A POINT; THENCE SOUTH 75 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 88.95' TO A POINT ON THE NORTHWEST BOUNDARY LINE OF LOT 1, HEATHERBROOK OFFICE PARK, AS SHOWN ON THE MAP OR PLAT RECORDED IN MAP BOOK 23, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE ALONG SAID NORTHWEST BOUNDARY LINE NORTH 01 DEGREES 44 MINUTES 02 SECONDS EAST A DISTANCE OF 68.03' TO THE POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/20/2023 09:17:17 AM  
\$38.00 JOANN  
20231020000309890

*Allen S. Bayal*