

20240402000090260 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
04/02/2024 10:48:20 AM FILED/CERT

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Shelby Cnty Judge of Probate, AL
04/02/2024 10:48:19 AM FILED/CERT

Prepared By:
Jennifer Sloane, Esq.
Law Office of Jennifer Sloane, PLC
Post Office Box 2890
Winter Park, FL 32790
(407) 599-7400

ASSIGNOR'S ADDRESS:
NEWVIEW OUTDOOR, LLC
3245 Peachtree Parkway, St D-111
Suwanee, GA 30023

WHEN RECORDED, RETURN TO:
Sloane Law Office
1040 Woodcock Rd, Suite 190
Orlando, FL 32803

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") is executed as of January 18, 2024, by and between NEWVIEW OUTDOOR, LLC, a Georgia Limited Liability Company ("Seller"), and NEWVIEW PARTNERS, LLC, a Georgia Limited Liability Company ("Buyer").

WHEREAS, American Self Storage IV, LLC, the landowner of that certain parcel of land located at 9008 Hwy 17, Maylene, AL County of Shelby, (Parcel #23-2-09-0-001-023.000) entered into a Lease Agreement with NEWVIEW OUTDOOR, LLC, a Georgia Limited Liability Company, dated January 19, 2022, for the construction and operation of an outdoor advertising sign upon said property (hereinafter "Lease") as recorded on 20240402000090240 in Book N/A, Page N/A, Shelby County, Alabama..

WHEREAS Seller and Buyer are parties to that certain Asset Purchase and Contribution Agreement dated August 4, 2023 (as amended and assigned, the "Purchase Agreement"), which provides, among other things, for the sale by Seller to Buyer of certain assets, including the Lease;

WHEREAS pursuant to the Purchase Agreement, the parties entered into this Assignment and Assumption of Lease to assign the Lease that was sold to Buyer;

WHEREAS the Purchase Agreement requires Seller to assign to Buyer all of Seller's right, title and interest in the Lease and for Buyer to assume all of Seller's right, title and interest in the Lease, as this Lease pertains to Seller's Sign# NV-16.

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



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Seller hereby transfers and assigns to Buyer all right, title, and interest of Seller in and to the Leases, including but not limited to all security deposits, advance rental payments and rents thereunder accruing from and after the date of the conveyance of the Property, and Buyer hereby assumes all obligations of Seller under the Lease first arising from and after the date hereof.

Seller, on behalf of itself, its successors and assigns, does hereby agree to indemnify and hold Buyer, its successors and assigns, harmless from and against any and all claims, actions, proceedings, losses or liabilities arising under the Lease prior to the date hereof.

Buyer, on behalf of itself, its successors and assigns, does hereby agree to indemnify and hold Seller, its successors and assigns, harmless from and against any and all claims, actions, proceedings, losses or liabilities first arising under the Lease from and after the date hereof.

This Assignment may be executed by the parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. An electronic counterpart signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document, and the exchange of counterparts signed by all the parties shall constitute a binding and enforceable agreement. The electronic signature of any party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the respective parties hereto and their respective successors and assigns.

(Signature Pages Follows)



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IN WITNESS WHEREOF, Seller and Buyer has duly executed this Assignment of Lease as of the day and year first above written.

SELLER:

NEWVIEW OUTDOOR, LLC,
a Georgia Limited Liability Company

By:

Name: Steven Sarkady

Title: Managing Member

ACKNOWLEDGMENT

State of Georgia
County of Forsyth

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person, Steven Sarkady, to me personally known, or who produced DL# _____ as identification, and who stated that he/she is duly authorized in his/her capacity as Managing Member to execute the foregoing instrument for and in the name and behalf of NEWVIEW OUTDOOR, LLC, a Georgia Limited Liability Company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 8th day of ~~October 2023~~ NOVEMBER

Notary Public: Deborah Romero-Martinez
Printed Name: Deborah Romero-Martinez
My commission expires: April, 21, 2026



(Seller's Signature Page – Assignment of Leases)



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IN WITNESS WHEREOF, Seller and Buyer has duly executed this Assignment of Lease as of the day and year first above written.

BUYER:

NEWVIEW PARTNERS, LLC,
a Georgia Limited Liability Company

By: Ch

Name: Chase Rierson

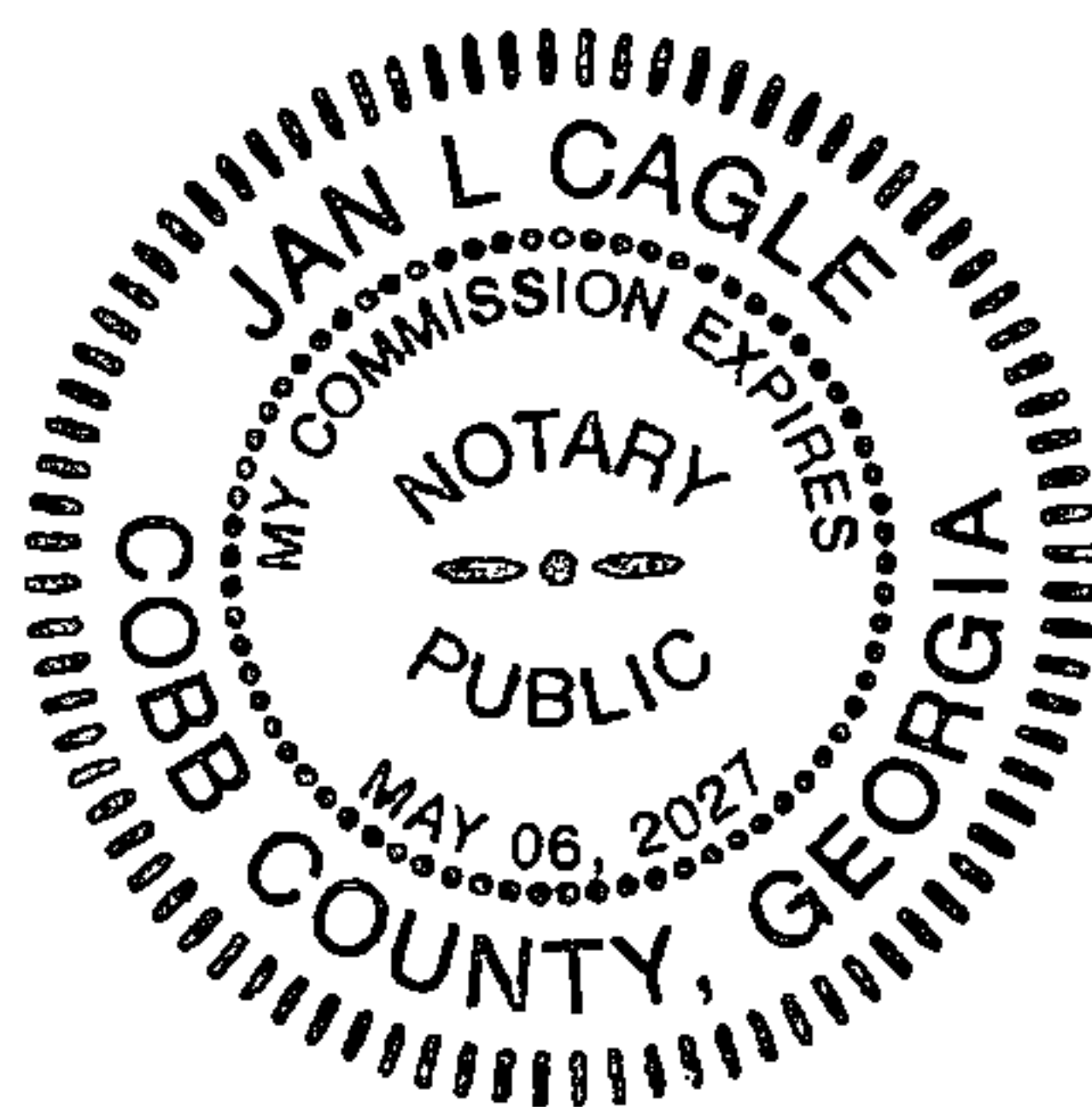
Title: Managing Member

ACKNOWLEDGMENT

State of Georgia
County of Cobb

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person, Chase Rierson, to me personally known, or who produced DL# _____ as identification, and who stated that he/she is duly authorized in his/her capacity as Managing Member to execute the foregoing instrument for and in the name and behalf of NEWVIEW PARTNERS, LLC, a Georgia Limited Liability Company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 18 day of ~~October 2023~~
January 2024



Notary Public: Jan L Cagle
Printed Name: Jan L Cagle
My commission expires: 5/6/27

(Buyer's Signature Page – Assignment of Leases)