

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

FCPT Holdings, LLC
c/o Four Corners Property Trust
591 Redwood Highway, Suite 3215
Mill Valley, CA 94941
Attn: General Counsel
IVIEAL01

LEASE ASSIGNMENT

This **ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Assignment") is made as of October 31, 2024 by and between **200 SOUTH COLORADO, LLC**, a Texas limited liability company ("Assignor") and **FCPT HOLDINGS, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of September 3, 2024, by and between Assignor, as Seller, and FCPT Acquisitions, LLC, a Delaware limited liability company, as Buyer ("Original Buyer") (the "Purchase Agreement"), Assignor agreed to sell to Original Buyer, *inter alia*, certain real property located at 6612 Tattersall Lane, Birmingham, AL 35242 and more particularly described on Exhibit A attached hereto, the improvements located thereon and certain rights appurtenant thereto owned by Assignor (collectively, the "Property"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, *inter alia*, that Assignor shall assign to Original Buyer the Assignor's/landlord's interest in that certain Restated Commercial Lease Agreement dated as of November 24, 2021, along with that certain Memorandum of Lease dated as of November 24, 2021 and recorded November 29, 2021 in the Official Public Records of Shelby County, Alabama as Instrument No. 20211129000568810 (collectively, and as the same have been amended, modified and assigned, the "Lease"); and

WHEREAS, Original Buyer assigned its right, title and interest in and to the Purchase Agreement to Assignee pursuant to that certain Assignment of Purchase and Sale Agreement dated as of the date hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, all right, title and interest of Assignor as landlord under the Lease. Assignor shall remain liable for the performance of any obligation required to be performed by the landlord under the Lease for all periods prior to the date hereof. Assignor shall indemnify, defend, and save Assignee harmless from and against any and all claims, demands or liabilities arising pursuant to the Lease as a result

of any act or omission of Assignor occurring prior to the date hereof. The original signed counterparts of the Lease, or copies thereof, if no originals are available, together with any and all supplements and amendments thereto, have been delivered to Assignee herewith.

2. Assumption. Assignee, by acceptance of this Assignment and the Lease, hereby assumes and agrees to keep, observe and perform all of the covenants, conditions, terms and provisions under the Lease to be kept, observed and performed by the landlord thereunder from and after the date hereof. Assignee shall indemnify, defend, and save Assignor harmless from and against any and all claims, demands or liabilities arising pursuant to the Lease as a result of any act or omission of Assignee occurring from and after the date hereof.

3. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

200 SOUTH COLORADO, LLC,
a Texas limited liability company

By: Leland Dean

Name: Leland Dean

Its: member - manager

[Signatures continue on the following page]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Sonoma }

On October 30, 2024 before me, Tracey Parish Notary
Public,

Date

(here insert name and title of the officer)

personally appeared Leland Dean

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Tracey Parish (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: lease assignment Number of Pages: 3

Document Date: 10/30/24 Other: _____

ASSIGNEE:

FCPT HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: James L. Brat
Its: Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

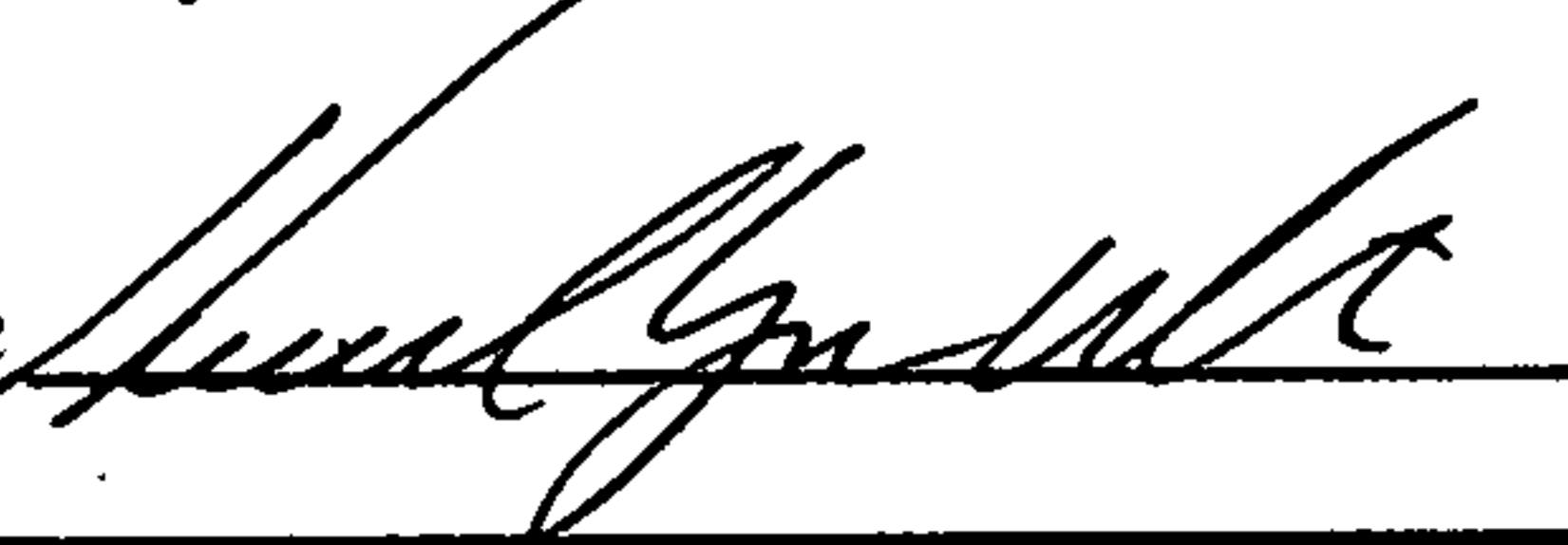
STATE OF CALIFORNIA)
) SS.
COUNTY OF Marin)

On 10/25/24 before me, Heather Lynn Wilson, Notary Public
(insert name and title of the officer)
personally appeared James L. Brat,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit A

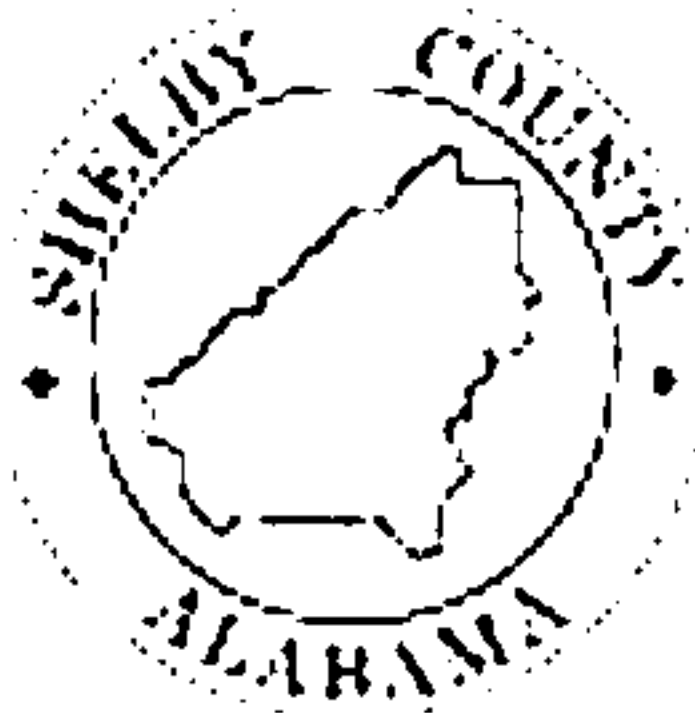
LEGAL DESCRIPTION OF PROPERTY

The street address of the Premises is 6612 Tattersall Lane, Birmingham, AL 35242.

The Premises includes the following described commercial real property, the building located thereon and all other improvements to that real property:

Lot 3A, according to the Amended Map of Tattersall Park Resurvey No. 5, as recorded in Map Book 50, Page 84, in the Probate Office of Shelby County, Alabama.

Together with access and other easements and privileges set forth in Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Real 314, Page 506, First Amendment to Declaration as recorded in Instrument 1996-531, Second Amendment to Declaration as recorded in Instrument 1996-532, Third Amendment to Declaration as recorded in Instrument 2000-38942, Assignment of Developers as recorded in Instrument 2001-35832, Confirmation of Approval and Waiver as recorded in Instrument 20020911000436060, Assignment of Developers rights as recorded in Instrument 20160512000163130, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/01/2024 02:51:57 PM
\$37.00 PAYGE
20241101000341730

Allie S. Bayl