

**ASSIGNMENT AND ASSUMPTION
OF LEASE
(SHELBY, AL Post Office)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (hereinafter "Assignment") is made and entered into effective as of the 10th day of November, 2017, by and **H & L REALTY, LLC, an Alabama limited liability company** ("Assignor") and **POSTAL ASSETS, LLC, an Oklahoma limited liability company** ("Assignee");

WITNESSETH:

WHEREAS, Assignor's Predecessor, as "Lessor", entered into that certain recorded Lease with THE UNITED STATES POSTAL SERVICE, as "Lessee", dated May 9, and filed for record May 22, 1990, recorded in Real 292, Page 419 in the Probate Office of Shelby County Alabama, conveying a leasehold interest in the property described therein (the "Lease") which pertains to real estate located at 3788 Highway 47, Shelby, Shelby County, Alabama (the "Leased Premises").the Leased Premises being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ; and,

WHEREAS, Assignor has agreed to assign all of its right, title and interest in and to the Lease and the Leased Premises to Assignee, and Assignee has agreed to assume and perform certain of Assignor's liabilities and obligations as Lessor arising under the Lease on and after the date hereof, all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, benefits, privileges and obligations as Lessor in and to the Lease.
2. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of any obligation or liability of the Assignor as Lessor under the Leases which were to be performed or which became due prior to the date hereof.
3. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor


as Lessor under the Lease, which arise on or after the date hereof and agrees to perform all obligations of Assignor as Lessor under the Lease, which are to be performed or which become due on or after the date hereof.

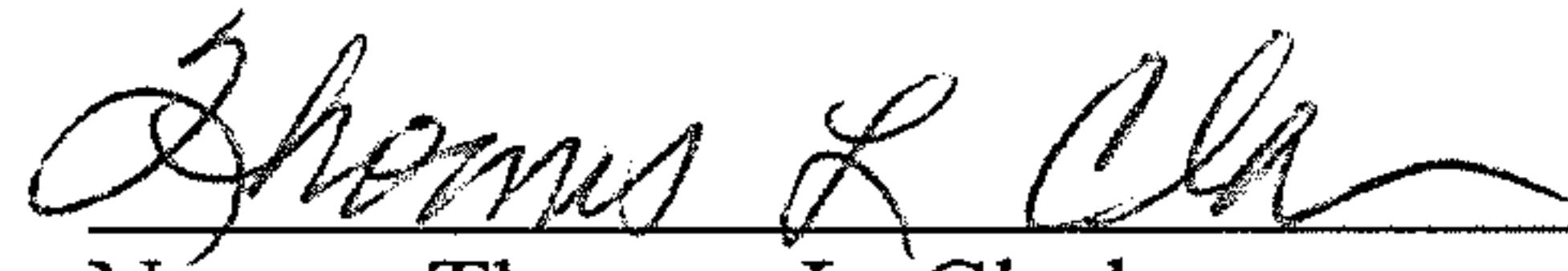
4. Indemnity by Assignee. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any of its obligations as Lessor under the Lease arising on or after the date upon which the Lease is assumed by Assignee hereunder.

5. Representations and Warranties. Assignor hereby represents and warrants to Assignee:

- (A) That Assignor is the owner of the fee simple estate of the subject property, has full power and authority to assign the Lease to Assignee, and that said Lease has been executed by the proper parties.
- (B) That all of the terms, provisions and conditions of Lease are currently in full force and effect according to their original terms, that there are no present defaults in the performance of any of such terms and conditions and that the Lease is fully assignable to Assignee;
- (C) That the Assignor has not executed a prior assignment of said Lease which remains in full force and effect;
- (D) That the Assignor has not executed or granted any modification or amendment of the Lease, except as previously disclosed to the Assignee;
- (E) That the Assignor has been paid all amounts due as Lessor under the Lease and the Lessee in said Lease is current in the amounts due Assignor as Lessor;
- (F) That there are no outstanding obligations of the Assignor as Lessor under the Lease;
- (G) The Lessee under said Lease is entitled to no concessions, rebates and/or allowances or free rent for any period after the date hereof; and
- (H) The Lease contains all of the agreements between the Assignor, as landlord, and THE UNITED STATES POSTAL SERVICE, as tenant, with respect to the Leased Premises.

ASSIGNEE:
POSTAL ASSETS, LLC,
an Oklahoma limited liability company


Name: Jeffrey L. Hilst
Title: Manager

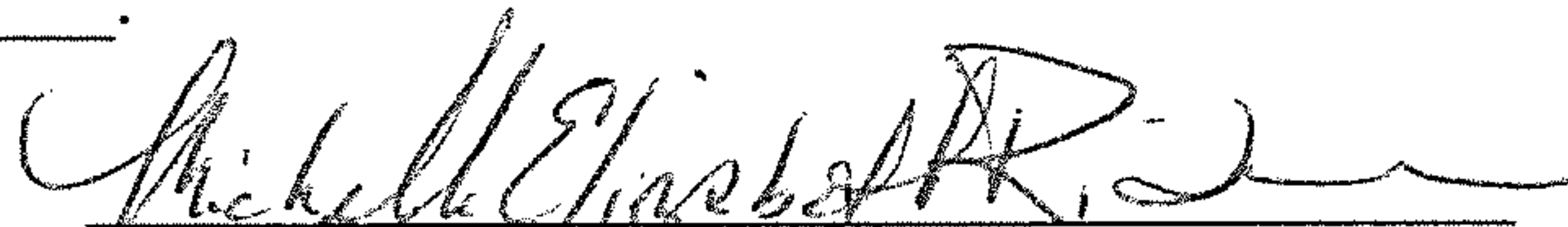

Name: Thomas L. Clark
Title: Manager

State of OKLAHOMA)
) Ss.
County of Tulsa)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that **Jeffrey L. Hilst and Thomas L. Clark, Managers of Postal Assets, LLC, an Oklahoma limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument in her capacity as the fee owner.

Given under my hand and official seal, this 8 Day of November, 2017.

My Commission expires Dec 23, 2018.


Notary Public

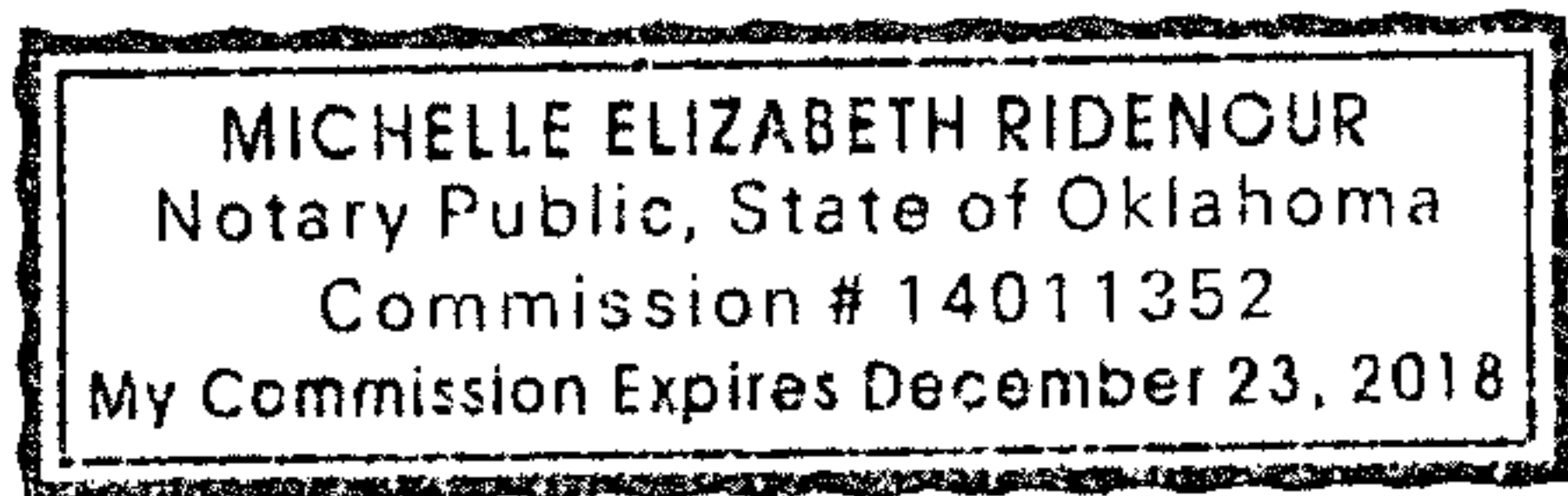


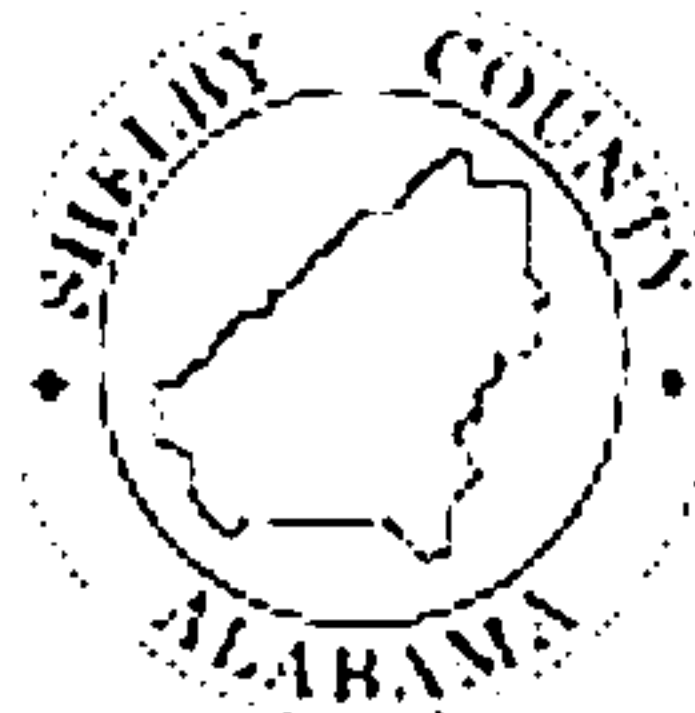
EXHIBIT "A"

United States Post Office
3788 Highway 47, Shelby, AL

Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 22 South, Range 1 East, Shelby County, Alabama and run thence Westerly along the North line of said 1/4 - 1/4 section a distance of 213.85 feet to a point on the Westerly right of way line of Shelby County Highway (Road) No. 47, thence turn a deflection angle of 99°18'48" left to chord and run Southerly along the said Westerly line of said Highway No. 47 a chord distance of 100.00 feet to the point of beginning of the property being described; thence turn a deflection angle of 1°22'41" to the left of chord and run Southerly along same said right of way line a chord distance of 152.34 feet to a point; thence turn a deflection angle of 100°02'41" to the right from chord and run Westerly a distance of 226.57 feet to a point; thence turn a deflection angle of 90°00'00" right and run Northerly a distance of 150.00 feet to a point; thence turn a deflection angle of 90°00'00" right and run Easterly a distance of 200.00 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/14/2017 09:28:12 AM
\$27.00 CHERRY
20171114000411310

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister".