

This instrument prepared by:

Virginia S. Boliek, Esq.
Law Office of Virginia Boliek
1301 Panorama Drive
Birmingham, AL 35216

STATE OF ALABAMA)

SHELBY COUNTY)

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made and entered into effective as of January 30, 2018 (the "Effective Date") between **CUNG CAPITAL ADVISORS, LLC**, a Delaware limited liability company ("Assignor"), and **FORBES DISTRIBUTING COMPANY, INC.**, an Alabama corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the real property described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, as such owner, Assignor, has entered into certain Commercial Leases (the "Leases") with tenants for space in the office building located on the Property; and

WHEREAS, Assignor now desires to convey its rights in and obligations under the Leases to Assignee and Assignee agrees to assume Assignor's rights and obligations with regard to same;

NOW, THEREFORE, in consideration of these premises, the receipt and sufficiency of which being hereby expressly acknowledged,

(1) Assignor does hereby grant, bargain, sell, transfer, assign, set-over, convey, and deliver unto Assignee its interest in and to the Leases and agrees to warrant and defend title to the same against the claims of all others arising under the Leases prior to the Effective Date.

(2) Assignee does hereby assume all of Assignor's rights and obligations with regard to the Leases.

(3) Assignee shall defend, indemnify, defend, and hold Assignor, its officers, directors, shareholders, employees, agents, and representatives free and harmless from and against any and all losses, damages, liabilities, claims, causes of action, and fees (including

reasonable attorneys' fees) asserted against Assignor and arising under the Leases after the Effective Date.

(4) Assignor shall defend, indemnify, defend, and hold Assignee, its officers, directors, shareholders, employees, agents, and representatives free and harmless from and against any and all losses, damages, liabilities, claims, causes of action, and fees (including reasonable attorneys' fees) arising under the Leases prior to the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names and on their behalf by their respective duly authorized representatives under seal effective the date first above written.

ASSIGNOR:

CUNG CAPITAL ADVISORS, LLC

By

Dexter T. Cung

Its: Authorized Member/Manager

STATE OF Florida
COUNTY OF Okaloosa

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Dexter T. Cung, whose name as Authorized Member/Manager of CUNG CAPITAL ADVISORS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Authorized Member/Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

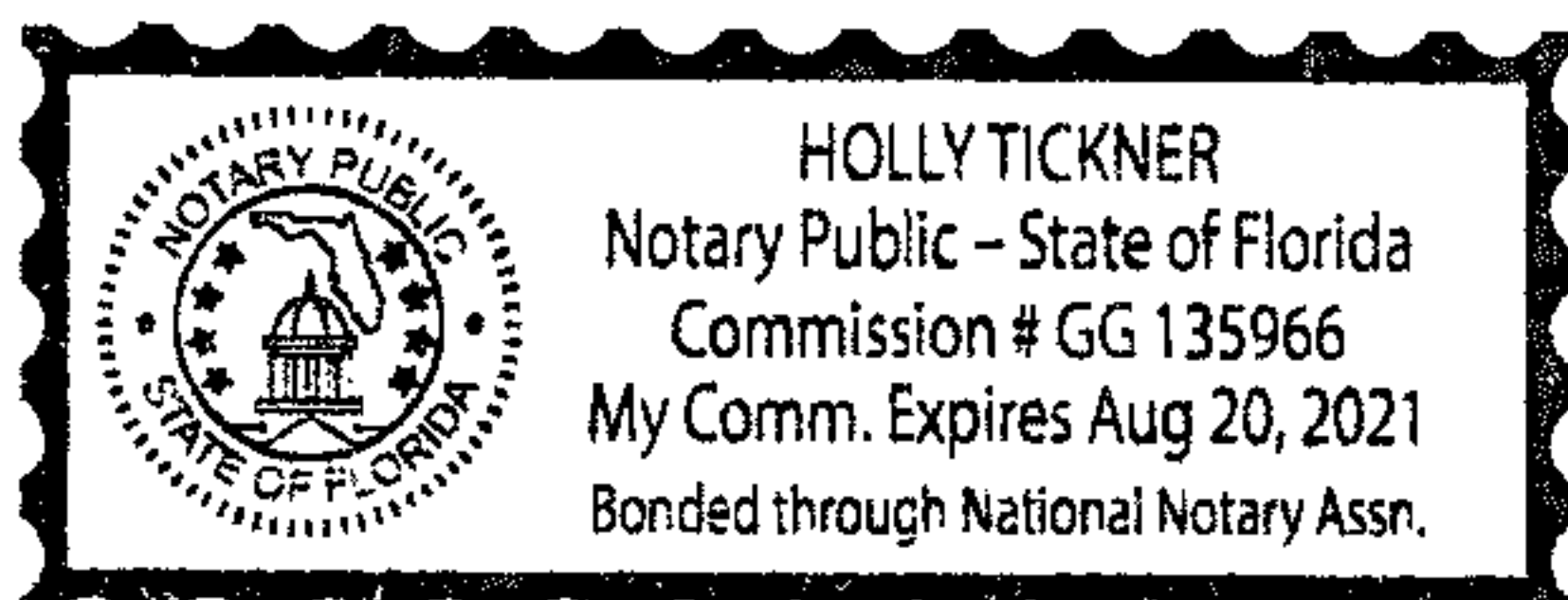
Given under my hand and official seal on this 29th day of January, 2018.

Holly Tickner
Notary Public

Holly Tickner
Printed Name

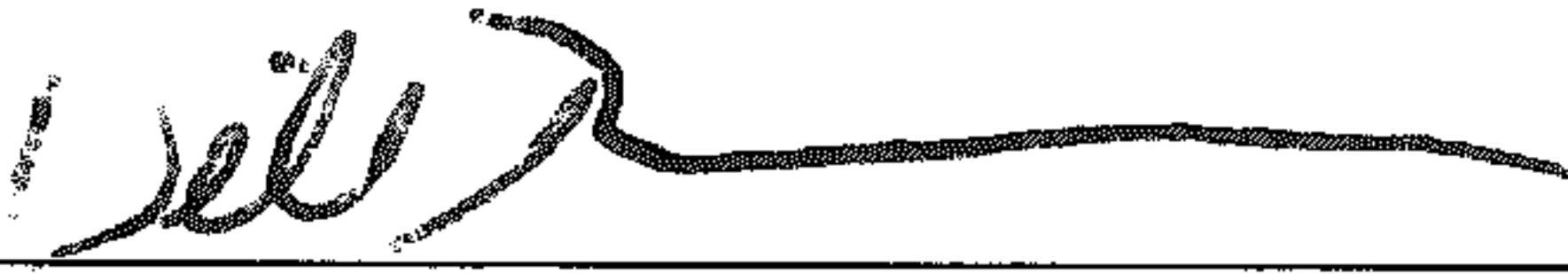
(NOTARY SEAL)

My Commission Expires: Aug 20, 2021



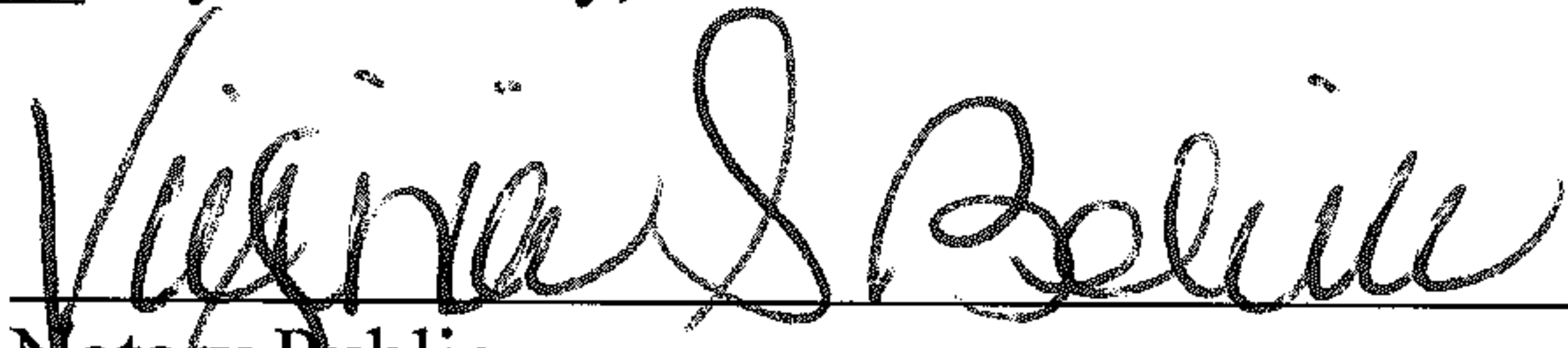
ASSIGNEE:

FORBES DISTRIBUTING COMPANY, INC.

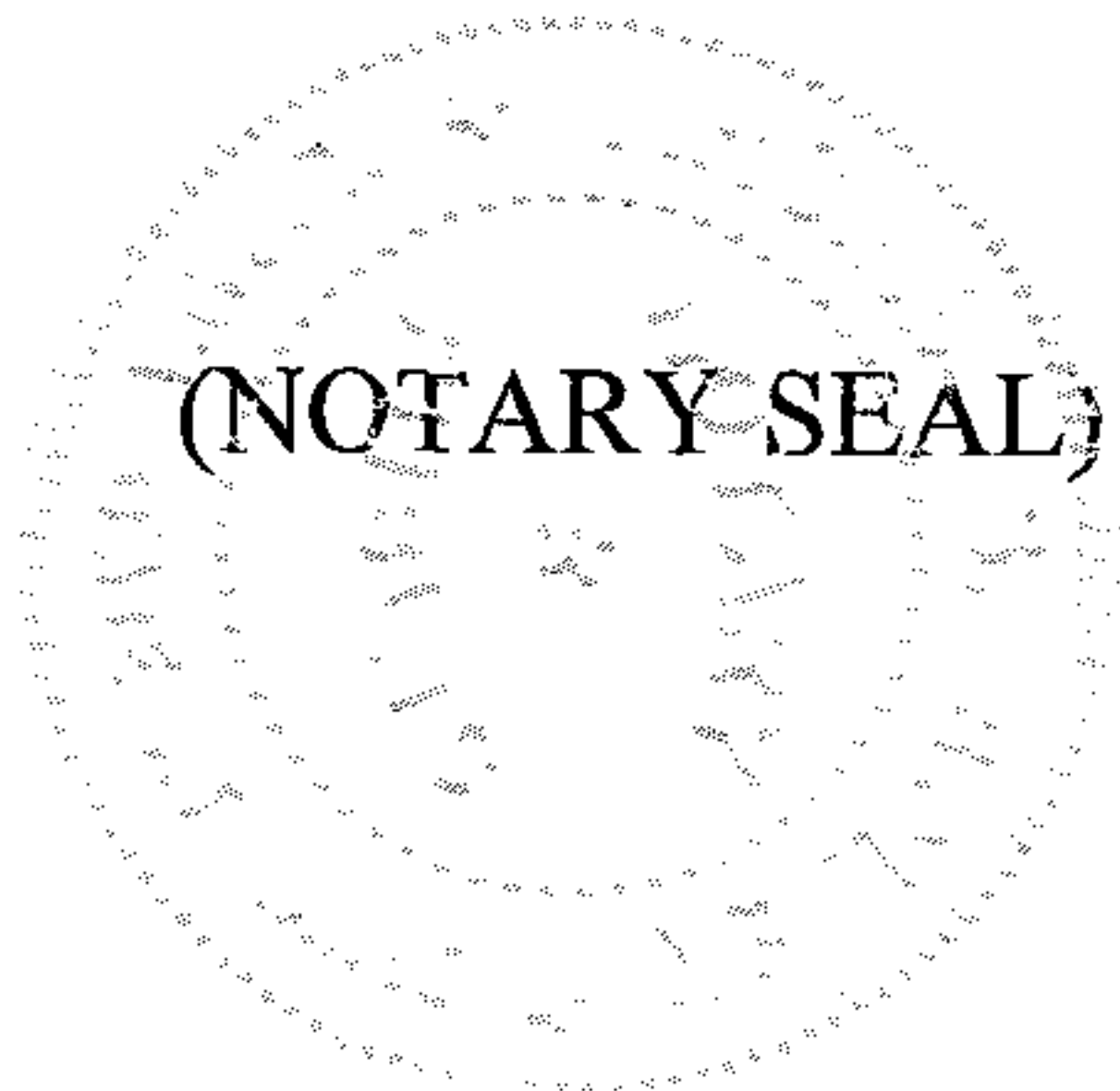
By: 
William K. Forbes
Its: President

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that William K. Forbes, Jr., whose name as President of FORBES DISTRIBUTING COMPANY, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand on this the 30th day of January, 2018.


Notary Public

Virginia S. Beliek
Printed Name



MY COMMISSION EXPIRES OCTOBER 14, 2019

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 2, according to the Survey of Eagle Point Office Park, as recorded in Map Book 26, Page 2, in the Probate Office of Shelby County, Alabama.

Subject to the following:

All taxes for the year 2018 and subsequent years, not yet due and payable.

Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.

Restrictions appearing of record in Instrument 1999-35648, in the Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company by instrument recorded in Real 1999-44312, in the Probate Office of Shelby County, Alabama, and as shown on the ALTA/NSPS Land Title Survey prepared by Barton F. Carr, with Carr & Associates Engineers, Inc. dated 1/3/2018 and designated as Project No. 17.1109.

Item deleted per survey.

Item deleted per survey.

Notice regarding availability of sanitary sewer service recorded in Instrument 20131204000469380, in the Probate Office of Shelby County, Alabama.

25' Building setback line as shown by map recorded in Map Book 26, page 20, in the Probate Office of Shelby County, Alabama, and as shown on the ALTA/NSPS Land Title Survey prepared by Barton F. Carr, with Carr & Associates Engineers, Inc. dated 1/3/2018 and designated as Project No. 17.1109.

Buffer and Storm Drainage Easement as shown by map recorded in Map Book 26, page 20, in the Probate Office of Shelby County, Alabama, and as shown on the ALTA/NSPS Land Title Survey prepared by Barton F. Carr, with Carr & Associates Engineers, Inc. dated 1/3/2018 and designated as Project No. 17.1109.

Restrictions as shown by map recorded in Map Book 26, page 20, in the Probate Office of Shelby County, Alabama.

LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE

EXHIBIT A

**LEGAL DESCRIPTION
CONTINUED**

NOTE: Map Book 26, page 20 as recorded in the Probate Office of Shelby County, Alabama, shows the following reservation:

Sink Hole Prone Areas-The Subdivision shown herein including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County, Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".

By-Laws of Eagle Point Homeowners Association, Inc. recorded in and Instrument 1996-33773, in the Probate Office of Shelby County, Alabama.

The storm pipe that serves the subject parcel extends across the adjoiner's property with no known easement or agreement as shown on the ALTA/NSPS Land Title Survey prepared by Barton F. Carr, with Carr & Associates Engineers, Inc. dated 1/3/2018 and designated as Project No. 17.1109.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/31/2018 08:33:00 AM
\$30.00 CHERRY
20180131000031970

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.