

Prepared By:  
R. Patrick Parker  
631 Second Ave. South, Suite 1R  
Nashville, TN 37210

RETURN TO:  
CHANCERY CLERK FOR DE SOTO CO.  
600 NORTH MAIN STREET LL37  
MEMPHIS, TN 38119-0916

3/15/05 10:40:16  
BK 107 PG 493  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

# 2067626  
901-821-0303

### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE, made and to be effective this 3<sup>rd</sup> day of March, 2005, by U.S. Equities II, L.P., a Tennessee Limited Partnership, "Assignor" to FDI Postal Properties II, Inc., a Maryland Corporation, "Assignee".

WITNESSETH

For value received, Assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to that certain Lease between Mike Hook and the United States Postal Service, pertaining to the **Nesbit, Mississippi Post Office**, more particularly described in a Lease dated January 17, 1995, and amended February 7, 1995 and July 11, 1995, which Lease and Amendments were recorded in the Office of the Chancery Clerk for DeSoto County on March 7, 1996, in Book 70 at Page 781, and which Lease, was assigned to U.S. Equities, L.P., as shown on the Certificate of Transfer of Title to Leased Property attached hereto as Exhibit A, and which Lease was further assigned to U.S. Equities II, L.P., the herein Assignor, as shown on the Assignment and Assumption of Lease attached hereto as Exhibit B, together with all rents, income and profits arising from the Lease and the renewals thereof.

All rentals, lease payments and revenues of any type or kind, accruing commencing with the date hereof concerning the above described property shall inure to and be the sole property of the Assignee, its successors and assigns.

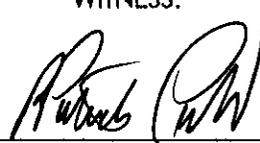
Assignee agrees to and does hereby indemnify and hold Assignor harmless from and against any and all liability Assignor may have to the United States Postal Service arising out of or relating to the Lease which liability arises out of a fact or circumstance occurring on or after the date hereof.

Assignor agrees to and does hereby indemnify and hold Assignee harmless from and against any and all liability Assignor may have to the United States Postal Service arising out of or relating to the Lease which liability arises out of a fact or circumstance occurring on or before the date hereof.

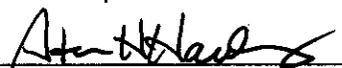
Assignee hereby assumes all obligations of Assignor contained in the Lease as of the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease on the day and year first above written.

WITNESS:

  
\_\_\_\_\_

ASSIGNOR:

U.S. Equities II, L.P.,  
BY: Harbor Corp., its General Partner  
BY:   
STAN H. HARDAWAY, PRESIDENT

Chicago Jit  
Fedex Env

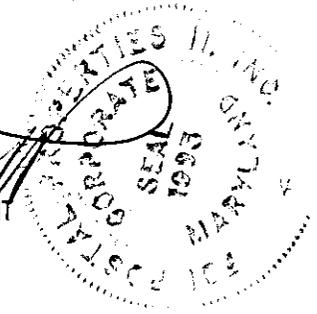
WITNESS:

Deborah Gulston

ASSIGNEE:

FDI Postal Properties II, Inc.

BY: Dawn L. Bowman  
DAWN L. BOWMAN, VICE PRESIDENT



STATE OF MARYLAND  
COUNTY OF FREDERICK

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named and above described FDI Postal Properties II, Inc., a Maryland Corporation, by Dawn L. Bowman, its Vice President, who acknowledged before me, that, as such officer, she signed, sealed and delivered said instrument on the day and year therein mentioned, as her own act and deed, for and on behalf of said corporation, for the uses and purposes described therein.

SWORN to before me this 1<sup>st</sup> day of March, 2005.

My commission expires: 7/01/06. Juda A. Riggs (SEAL)

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid the within named and above described U.S. Equities II, L.P. by Harbor Corp., its General Partner by Stan H. Hardaway, President, who acknowledged before me, that as such officer, he signed, sealed and delivered said instrument on the day and year therein mentioned, as his own act and deed, for and on behalf of said limited partnership, for the uses and purposes described therein.

SWORN to before me this 3<sup>rd</sup> day of March, 2005.

My commission expires: 7/30/05. Sharon Hackett

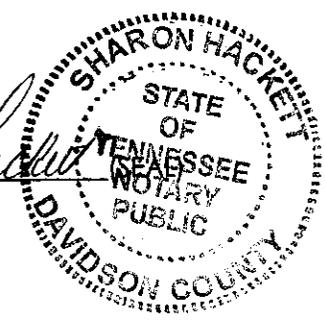


EXHIBIT A

CERTIFICATE OF TRANSFER OF TITLE TO LEASED PROPERTY

TO THE POSTMASTER GENERAL:

THIS IS TO CERTIFY that the premises now occupied by the U.S. Postal Service and known as Nesbit Post Office and located at Main Office, Nesbit, Mississippi 38651, by virtue of a lease dated February 2, 1995 and recorded in Book 70, Page 781 of the land records of DeSoto County, State of Mississippi, have been sold and transferred, with all the rights, rents and easements thereunto belonging or appertaining and that TITLE therefore passed to U.S. Equities, L.P., a Tennessee Limited Partnership, 615 Main Street, Nashville, Tennessee, 37206, hereinafter called "grantee", by a good and sufficient deed dated July 15, 1996, and that the said lease for the premises herein described has been duly assigned to the grantee, and that all rents for the said premises which become due from and after the first day of the first month thereafter following the date of execution of this instrument shall be paid to the above named grantee.

Signed and sealed, this 15th day of July, 1996.

May Moore  
Witness

Mike Hook  
MIKE HOOK

May Moore  
Witness

Karen Hook  
KAREN HOOK

GRANTEE CONFIRMATION this 15th day of July, 1996.

Dolbi Starks  
WITNESS

U.S. EQUITIES, L.P., A TENNESSEE LIMITED PARTNERSHIP

BY: Stan Hardaway  
STAN HARDAWAY, PRESIDENT OF RUSSELL STREET CORP., A TENN. CORPORATION, GENERAL PARTNER

62-1484754 For Russell St.  
Grantee's Federal ID No. Corp.

OR 62-1524629 For U.S.  
Equities LP.

## EXHIBIT B

**ASSIGNMENT AND ASSUMPTION OF LEASES**

3<sup>rd</sup> THIS ASSIGNMENT AND ASSUMPTION OF LEASES, made and to be effective this day of March, 2005, by U.S. Equities, L.P., a Tennessee Limited Partnership, "Assignor" to U.S. Equities II, L.P., a Tennessee Limited Partnership "Assignee".

## WITNESSETH

For value received, Assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to those certain Leases and any amendments thereto, between U.S. Equities, L.P. and the United States Postal Service, more particularly described in Exhibit A attached hereto; together with all rents, income and profits arising from the Leases and the renewals thereof.

All rentals, lease payments and revenues of any type or kind, accruing commencing with the date hereof concerning the above described properties shall inure to and be the sole property of the Assignee, its successors and assigns.

Assignee agrees to and does hereby indemnify and hold Assignor harmless from and against any and all liability Assignor may have to the United States Postal Service arising out of or relating to the Leases which liability arises out of a fact or circumstance occurring on or after the date hereof.

Assignor agrees to and does hereby indemnify and hold Assignee harmless from and against any and all liability Assignor may have to the United States Postal Service arising out of or relating to the Leases which liability arises out of a fact or circumstance occurring on or before the date hereof.

Assignee hereby assumes all obligations of Assignor contained in the Leases as of the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Leases on the day and year first above written.

ATTEST:

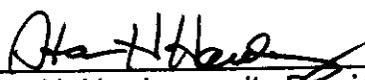
ASSIGNOR:

U.S. EQUITIES, L.P., A Tennessee Limited Partnership

By: Russell Street Corporation, its General Partner



BY:

  
 Stan H. Hardaway, its President

ATTEST:

ASSIGNEE:

U.S. EQUITIES II, L.P., A Tennessee Limited Partnership

By: Harbor Corp., its General Partner

*[Handwritten Signature]*

BY: *Stan H. Hardaway*  
Stan H. Hardaway, its President

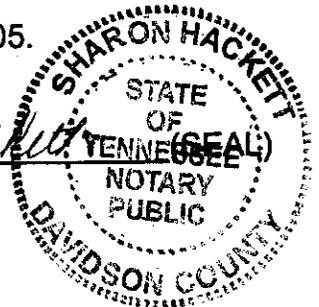
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named and above described U.S. Equities, L.P., a Tennessee Limited Partnership, Russell Street Corporation, its General Partner, by Stan H. Hardaway, its President, who acknowledged before me, that, as such officer, he signed, sealed and delivered said instrument on the day and year therein mentioned, as his own act and deed, for and on behalf of said partnership, for the uses and purposes described therein.

SWORN to before me this 3rd day of March, 2005.

*Sharon Hackett*  
NOTARY PUBLIC

My commission expires: 7/30/05



STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid the within named and above described U.S. Equities II, L.P., a Tennessee Limited Partnership by Harbor Corp., its General Partner, by Stan H. Hardaway, its President, who acknowledged before me, that as such officer, he signed, sealed and delivered said instrument on the day and year therein mentioned, as his own act and deed, for and on behalf of said partnership, for the uses and purposes described therein.

SWORN to before me this 3rd day of March, 2005.

*Sharon Hackett*  
NOTARY PUBLIC

My commission expires: 7/30/05



## EXHIBIT A

MAIN POST OFFICE PROPERTY LOCATIONS:

	DATE OF LEASE	LEASE OR MEMORANDUM OF LEASE RECORDATION:
RINCON, GA (Effingham County) 503 N. Ridge Street Rincon, GA 31326	6/10/97	----
GRAND ISLE, LA (Jefferson Parish) 3393 Highway 1 Grand Isle, LA 70358	9/13/95	Recorded in COB 2925, Page 515
NESBIT, MS (De Soto County) 600 Old Highway 51 N. Nesbit, MS 38651	1/17/95, as amended 2/7/95 and 7/11/95; and assigned to herein Assignor effective 7/15/96	Lease recorded 3/7/96, Book 70, Page 781
CHINA GROVE, NC (Rowan County) 200 S Bostian Street China Grove, NC 28023	9/8/95	Memorandum of Lease Book 826, Page 589
DALLAS, NC (Gaston County) 3151 Dallas High Shoals Hwy Dallas, NC 28034	2/28/95	Lease recorded 2/7/96 in Book 2521, Page 547
CHAPIN, SC (Lexington County) 1249 Chapin Road Chapin, SC 29036	2/20/97	Memorandum of Lease recorded 11/6/98 in Deed Book 4528, Page 222
JONESVILLE, SC (Union County) 2912 Furman L. Fendley Hwy Jonesville, SC 29353	9/27/94	----
LITTLE MOUNTAIN, SC (Newberry County) 5953 Wheeland Road Little Mountain, SC 29075	10/5/94	----
LYMAN, SC (Spartanburg County) 12490 Greenville Hwy Lyman, SC 29365	8/29/95	Memorandum of Lease recorded 10/30/96 in Deed Book 64Y, Page 239

WEST UNION, SC (Oconee County)  
190 S Highway 11  
West Union, SC 29696

11/17/94

Memorandum of Lease  
recorded 11/6/95 in  
Deed Book 838, Page 88

CARROLLTON, VA (Isle of Wight County)  
15108 Carrollton Blvd  
Carrollton, VA 23314

8/9/95

Memorandum of Lease  
recorded 7/7/98 as Inst.  
Number 980003430