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**Revenue Tax:**  
**JOHN MURPHY RECORDER**  
**Dubuque County, Iowa**

**Document type:** Assignment and Assumption of Lease

**Preparer Information:**

Dana Sawyers  
Chicago Title of Texas, LLC  
5501 LBJ Freeway, Ste. 200  
Dallas, TX 75240  
214-987-6776

**Taxpayer Information:**

James T. Suzuki and Yuriko Suzuki  
2441 Streamside Circle, #116  
Pleasanton, CA 94588

**Return Documents To:**

Dana Sawyers  
Chicago Title of Texas, LLC  
5501 LBJ Freeway, Ste. 200  
Dallas, TX 75240

**Grantors:**

P & M Postal, L.L.C., an Iowa limited liability company

**Grantees:**

James T. Suzuki and Yuriko Suzuki, husband and wife

**Legal Description:**

Lots Nine (9) and Ten (10) in West View Addition in the City of New Vienna, as surveyed, platted and recorded in Dubuque County, Iowa.

**Document or Instrument number of previously recorded documents:** None

STATE OF IOWA )  
 )  
COUNTY OF DUBUQUE )

**ASSIGNMENT AND ASSUMPTION  
OF LEASE**  
(NEW VIENNA, IA Post Office)

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (hereinafter "Assignment") is made and entered into effective as of the 31<sup>st</sup> day of October, 2016, by and between **P & M Postal, L.L.C., an Iowa limited liability company** ("Assignor") and **James T. Suzuki and Yuriko Suzuki, husband wife** ("Assignee");

WITNESSETH:

WHEREAS, Assignor's Predecessor, as "Lessor", had entered into that certain unrecorded Lease with THE UNITED STATES POSTAL SERVICE, as "Lessee", dated July 21, 1997, conveying a leasehold interest in the property described therein (the "Lease") which pertains to real estate located at 2177 Main St., New Vienna, Dubuque, Iowa (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.

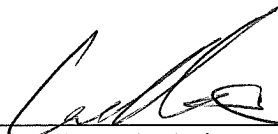
6. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder. Assignor does further assign to Assignee all security deposits, if any, paid by the Lessees specified in said Lease.

7. Counterparts. This Assignment may be executed by the parties in counterparts, in which even the signature pages thereof shall be combined in order to constitute a single original document.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, Larry R. Priest, Member of P & M Postal, L.L.C., an Iowa limited liability company, has caused these presents to be executed this 24 day of October, 2016.

**ASSIGNOR:**  
P & M. Postal, L.L.C.,  
an Iowa limited liability company


  
\_\_\_\_\_  
Name: Larry R. Priest  
Title: Member

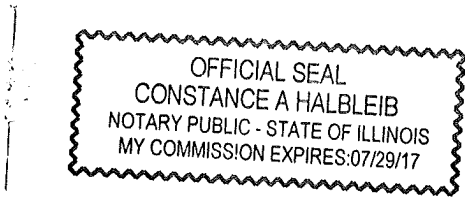
State of ILLINOIS    )  
                                  )  
County of POITNAM)        Ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that **Larry R. Priest, Member of P & M Postal, L.L.C., an Iowa 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 26<sup>th</sup> Day of October, 2016.

My Commission expires 7/29/17.

  
\_\_\_\_\_  
Notary Public



**ASSIGNEE:**

James T. Suzuki  
Name: James T. Suzuki

Yuriko Suzuki  
Name: Yuriko Suzuki

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 Alameda

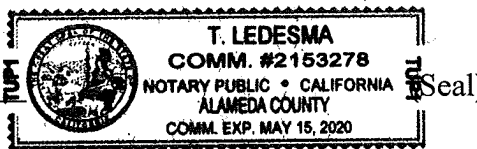
On October 27<sup>th</sup>, 2016 before me, T. Ledesma, Notary Public,  
(here insert name and title of the officer)

personally appeared James T. Suzuki, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

T. Ledesma  
Signature



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 Alameda

On October 27<sup>th</sup>, 2016 before me, T. Ledesma, Notary Public,  
(here insert name and title of the officer)

personally appeared Yuriko Suzuki, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

T. Ledesma  
Signature

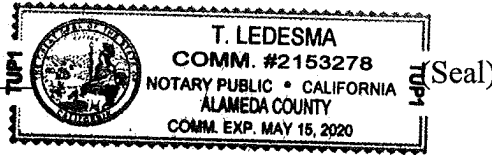


EXHIBIT "A"

United States Post Office  
2177 Main St., New Vienna, Dubuque, Iowa

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*Lots Nine (9) and Ten (10) in West View Addition in the City of New Vienna, as surveyed, platted and recorded in Dubuque County, Iowa.*

*Also known as: 2177 Main St., New Vienna, IA 52065*