

Recorded: 5/4/2018 at 7:52:50.0 AM
Fee Amount: \$32.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201700084743
BK: 16907 PG: 940

ASSIGNMENT AND ASSUMPTION OF LEASE

Recorder's Cover Sheet

Preparer Information: Batis Development Company
J. Mark Wittenburg
2933 SW Woodside Drive #200
Topeka, KS 66614
Telephone: (785) 272-4400

Return Document To: Beth Bucklin
TitleCore National
9140 W. Dodge Road, Suite 380
Omaha, NE 68114

Grantors: Batis Development Company, a Kansas corporation

Grantees: M. Alfred Karlsen and Marilee Karlsen, Co-Trustees of the Karlsen Family Trust U/T/A dated August 12, 1997, as to an undivided 50% interest, and Lora L. Sokolow, Trustee of the Lora L. Sokolow Living Trust dated December 12, 2007, as to an undivided 50% interest

Legal Description: Lot 3 in Parkview Boulevard Plat No. 1, an Official Plat, not included in and forming a part of the City of Ankeny, Polk County, Iowa.

Document or instrument number of associated documents previously recorded:
Memorandum of Lease filed August 15, 2017 in Book 16606 at Page 22

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("*Assignment*") dated as of the 2nd day of May, 2018 (the "*Effective Date*") is made by and between **Batis Development Company**, a Kansas corporation ("*Assignor*"), and **M. Alfred Karlsen and Marilee Karlsen, Co-Trustees of the Karlsen Family Trust U/T/A dated August 12, 1997, as to an undivided 50% interest, and Lora L. Sokolow, Trustee of the Lora L. Sokolow Living Trust dated December 12, 2007, as to an undivided 50% interest** ("*Assignee*").

Recitals

WHEREAS, the Assignor, as landlord, and Starbucks Corporation, a Washington corporation, as tenant, entered into that certain Commercial Lease dated July 3, 2017, as amended by that certain First Amendment to Commercial Lease dated April 4, 2018 (together, the "*Lease*"), for premises containing approximately 2,307 square feet and is commonly known as 802 North Ankeny Boulevard, Ankeny, IA 50023 ("*Premises*"); Starbucks Store #51248.

WHEREAS, Assignor and Assignee have entered into that certain Real Estate Contract dated February 6, 2018, as amended (the "*Purchase Agreement*") wherein Assignee will purchase the Property from Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign its rights under the Lease to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, the Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, under and to the Lease.
2. Assignee hereby accepts the foregoing assignment of the Lease and effective as of the Effective Date, hereby assumes and agrees to perform and be bound by all of the terms, covenants and conditions prospectively to be observed or performed as landlord under or pursuant to the Lease.
3. Assignee shall and does hereby indemnify Assignor against, defend and hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceeding or claims, and all losses, costs and expenses, including, but not limited to reasonable attorneys' fees (collectively, "**Claims**"), arising as a result of any claim arising under the Lease and based on events occurring on or *subsequent* to the Effective Date. Assignor shall and does hereby indemnify Assignee against, defend and hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceeding or claims, and all losses, costs and expenses, including, but not limited to reasonable attorneys' fees (collectively, "**Claims**"), arising as a result of any claim arising under the Lease and based on events occurring *prior* to the Effective Date. Nothing contained in this paragraph 3 shall modify, affect or limit the obligations of Assignor under the Purchase Agreement.
4. This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be deemed to be an agreement made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with such laws.

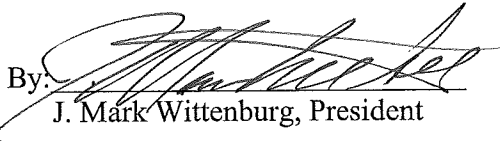
6. The parties agree that this Assignment may be executed by the parties in multiple original, facsimile or electronic counterparts, each of which shall be deemed an original, and all of which when combined shall constitute one complete, fully enforceable, assignment.

7. The Recitals set forth above are incorporated herein by reference.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on the date first set forth above.

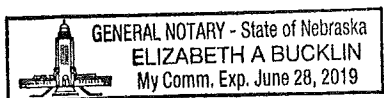
ASSIGNOR:

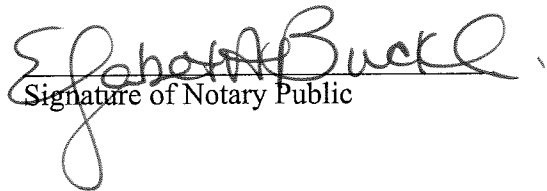
Batis Development Company,
a Kansas corporation

By: 
J. Mark Wittenburg, President

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 26 day of April 2018 by J. Mark Wittenburg, President of Batis Development Company, a Kansas corporation.




Signature of Notary Public

ASSIGNEE:

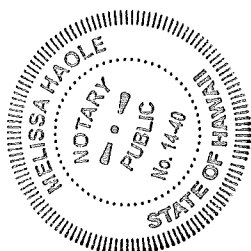
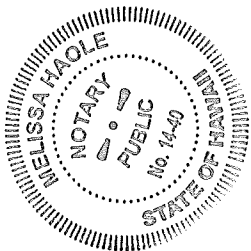
M. Alfred Karlsen and Marilee Karlsen, Co-Trustees of the Karlsen Family Trust U/T/A dated August 12, 1997, as to an undivided 50% interest, and Lora L. Sokolow, Trustee under the Lora L. Sokolow Living Trust dated December 12, 2007, as to an undivided 50% interest

M. Alfred Karlsen, Trustee

Lora L. Sokolow TRUSTEE
Lora L. Sokolow, Trustee

STATE OF Hawaii)
COUNTY OF Maui) ss.

The foregoing instrument was acknowledged before me this 26 day of April 2018 by Lora L. Sokolow, Trustee of the Lora L. Sokolow Living Trust dated December 12, 2007.

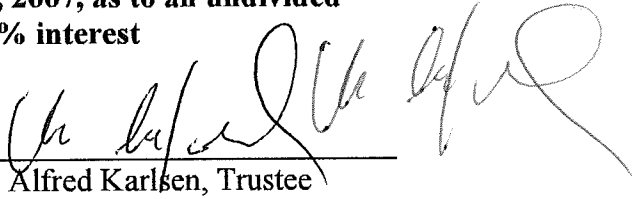


Melissa Haole
Signature of Notary Public
Melissa Haole Exp. 2/16/28

Doc. Date: Undated # Pages: 4
Name: Melissa Haole 2 Circuit
Doc. Description: Assignment of
Assumption of Lease
Melissa Haole 4/26/18
Signature Date
NOTARY CERTIFICATION

ASSIGNEE:

M. Alfred Karlsen and Marilee Karlsen, Co-Trustees of the Karlsen Family Trust U/T/A dated August 12, 1997, as to an undivided 50% interest, and Lora L. Sokolow, Trustee under the Lora L. Sokolow Living Trust dated December 12, 2007, as to an undivided 50% interest

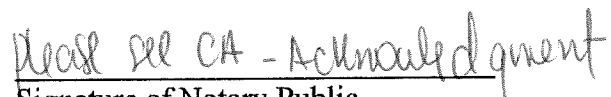


M. Alfred Karlsen, Trustee

Lora L. Sokolow, Trustee

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____
2018 by Lora L. Sokolow, Trustee of the Lora L. Sokolow Living Trust dated December 12, 2007.



Signature of Notary Public
attachment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)

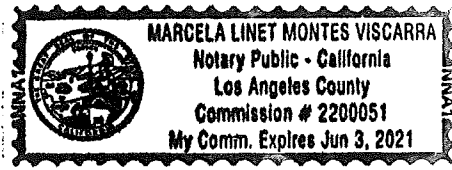
County of Los Angeles)

On April 26, 2018 before me, Marcela Linet Montes Viscarra, Notary Public,
*Date Here Insert Name and Title of the Officer*personally appeared M. Alfred Karlsen
Name(s) of Signer(s)

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 [Signature]
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Assignment and assumption of lease Document Date: 4/26/2018
Number of Pages: X Signer(s) Other Than Named Above: X**Capacity(ies) Claimed by Signer(s)**Signer's Name: M. Alfred Karlsen☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: X☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____