

FILED BY Pam Adams
Land Title
RETURN TO Adams Land Title
Hastings NE 68901
FEE 36.00 PAID
8481



ADAMS COUNTY
FILED
INST. NO. **20040736**

'04 FEB 17 A11:39

RECORDERS MEMO: Pages 3 thru 7
Are copies; signatures are not original

NUM Kenesaw Original Town
RD. COMP X M 4:19
COMPARE vs
CADAS AO

Janice D Johnson
REGISTER OF DEEDS

20040736

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (this "Assignment") is made as of this 11th day of December, 2003, by and between **Republic Postal Group, LLC** ("Assignor"), and **Cedar Creek Farms, Inc.** ("Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Deposit Receipt and Agreement to Purchase dated October 8, 2003, (the "Agreement"), pursuant to which the Assignor has agreed to convey, transfer and assign to Assignee the Property described in the Agreement, including that certain lease by and between Assignor and the United States Postal Service, dated July 5, 2001, and as further described in Exhibit "A" attached hereto and incorporated by reference herein (the "Lease"); and

WHEREAS, in performance of its obligations under the Agreement, the Assignor desires to execute and deliver this Assignment to Assignee to assign the Lease to Assignee; and

WHEREAS, all of the capitalized terms in this Assignment shall have the same definition and meaning as used in the Agreement;

NOW, THEREFORE, for and in consideration of the Purchase Price to be paid in accordance with the Agreement, the parties hereto agree as follows:

1. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, together with any amendments to the Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Lease upon the terms and conditions set forth in the Lease.
2. Except as expressly set forth herein, the terms of the Lease shall remain in full force and effect, unaltered by this Assignment.
3. Assignor hereby covenants and agrees that the Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Lease.
4. Assignor further covenants and agrees that neither it nor any tenant thereunder are currently in breach of any of the provisions of the Lease, and that Assignor is not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default by any party thereto under the Lease.
5. Assignor covenants that it is the lawful owner of the Lease, that no other party has any interest in or claim against the Lease, that the Lease is free from all liens and encumbrances, that Assignor has full right and authority to execute and deliver this Assignment, and to assign the Lease to Assignee, and that Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

6. Assignor hereby agrees to completely indemnify and hold harmless Assignee from and against any and all liability, claims, demands, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Lease, which Claims relate to the occurrence or non-occurrence of any event which predate the date of this Assignment.

7. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

8. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Lease are now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

Assignor:

Republic Postal Group, LLC

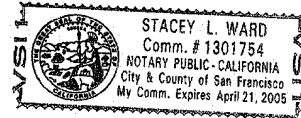
[Signature]
By: Jeffrey Carney
Its: Vice President

State of

County of

Sworn to, Subscribed and Acknowledged before me on 12/11, 2003, by Jeff Carney, who is personally known to me or who has proved to me on the basis of satisfactory evidence.

Stacey L. Ward
NOTARY PUBLIC
Printed Name of Notary: Stacey L. Ward
My Commission Expires: April 21, 2003



247



Lease

Facility Name/Location
 KENESAW - MAIN OFFICE (304815-001)
 205 N SMITH KENESAW, NE 68956-9998

ADAMS COUNTY
 Project: I69430

This LEASE, made and entered into by and between REPUBLIC POSTAL GROUP LLC hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 8, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a one-story masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	1,613	Joint Use/Common Areas:	
Platform	180		
Parking and Maneuvering	4,320		
Other:			
Driveway			
Landscaping			
Sidewalks			

Total Site Area: 6,113

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$9,274.50.

Nine Thousand Two Hundred Seventy-Four and 50/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:

REPUBLIC POSTAL GROUP LLC
 C/O BRIDGEWAY INVESTMENT CORP
 235 MONTGOMERY ST #914
 SAN FRANCISCO CA 94104-3002

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning Oct 16, 2002 and ending Oct 15, 2012 for a total of 10 years.



4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
1	10/16/2012	10/15/2017	\$10,665.71

provided that notice is sent, in writing, to the Lessor at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **UTILITIES, SERVICES, AND EQUIPMENT:** Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.) Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System.

6. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Maintenance Rider - Lessor (M-1), Reimbursement Tax Rider/98 (T-1), Lessor shall pay general and special real estate taxes and any insurance. Lessor shall be responsible for building maintenance and all furnished equipment including any tanks and connections. Postal Service pays for separately metered utilities including heating fuel, electricity, water and sewer services, snow and trash removal, lawn mowing and custodial services.

7. The undersigned has completed the 'Representations and Certifications.' (See Section B).

8. **LEGAL DESCRIPTION:**

South 16 feet of Lot 63 and the north 34 feet of Lot 64, Original Town of Kenesaw, Adams County, Nebraska.



Lease

EXECUTED BY LESSOR this 19th day of June 2001

LIMITED LIABILITY CORPORATION

Vice-President
Jeff Carney, ~~Managing Owner~~
Print Name & Title

[Signature]
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: REPUBLIC POSTAL GROUP LLC

C/O BRIDGEWAY INVESTMENT CORP
235 MONTGOMERY ST #914 SAN FRANCISCO CA 94104-3002

Telephone No: (415) 781-2966

Taxpayer ID: 943300996

Witness

[Signature]

Witness

[Signature]

ACCEPTANCE BY THE POSTAL SERVICE

Date: 7-5-01

RUTHANN M COBURN
Contracting Officer

[Signature]
Signature of Contracting Officer

KC FACILITIES SERVICE OFC
6201 COLLEGE BLVD #400
OVERLAND PARK KS 66211-2443
Address of Contracting Officer



Form of Acknowledgment for Limited Liability Corporations

STATE OF California
COUNTY OF San Francisco

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

Jeff Carney and _____
(Name of authorized officer(s) signing lease)

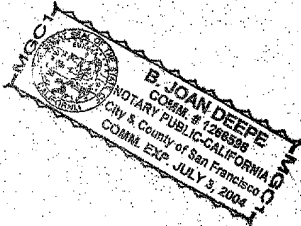
who is/~~are~~ ^{stated} known to me to be the Vice President and _____
(Titles of officer(s) signing lease)

of the Republic Postal Group LLC and known
(Name of Corporation)

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at San Francisco in the County and State aforesaid,
this 19th day of June, 2001

NOTARIAL SEAL



B. Joan Deefe
Notary Public

My commission expires July 3, 2004

NOTE: If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

ENABLING RESOLUTION

BE IT RESOLVED that we, the duly elected officer of Republic Postal Group, LLC
do hereby appoint Jeff CARNEY as our authorized
representative(s) to execute a Lease Agreement with the United States Postal Service which shall
be deemed binding upon all members of this organization, collectively.

Signed this 19th day of June, 2000.

AUTHORIZED SIGNATURE(S)

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

TITLE

Vice - President
SECRETARY
Vice - President

