

Instr. Number: 2017-00000529  
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Recording Fee: \$27.00  
Transfer Tax:  
Stacie L. Herridge - Recorder  
Story County, Iowa

PREPARED BY:  
Dana Sawyers, 5501 LBJ Freeway, Ste. 200, Dallas, TX 75240, 214-987-6776

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Address Tax Statements To: 3441 Streamside Circle, Ste. 116, Pleasanton, CA 94588

**ASSIGNMENT AND ASSUMPTION  
OF LEASE  
(CAMBRIDGE, IA POST OFFICE)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (hereinafter "Assignment") is made and entered into effective as of the 17th day of November 2016, by and between **POSTAL BUILDING & LEASING CO., a Missouri corporation** ("Assignor") **JAMES T. SUZUKI AND YURIKO SUZUKI** ("Assignee");

WITNESSETH:

WHEREAS, Assignor, as "Lessor", has entered into that certain unrecorded Lease with THE UNITED STATES POSTAL SERVICE, as "Lessee", dated August 19, 1997, and mentioned in Certification filed August 14, 1998 at Inst. No. 98-11424 of the records of Story County, Iowa, conveying a leasehold interest in the property described therein (the "Lease") which pertains to real estate located at 304 Water St., Cambridge, Story County, IA 50046 (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, Keith Barket, as President of Postal Building & Leasing Co., a Missouri limited liability company, has caused these presents to be executed this 16<sup>th</sup> day of January, 2017.

**ASSIGNOR:**  
Postal Building & Leasing Co.,  
a Missouri corporation

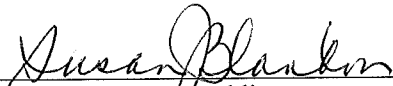
By:   
Keith Barket, President

State of MISSOURI     )  
                                  )  
County of St. Louis     )     Ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that **KEITH BARKET, AS PRESIDENT OF POSTAL BUILDING & LEASING CO., A MISSOURI CORPORATION**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument in their capacity as the fee owner.

Given under my hand and official seal, this 16<sup>th</sup> Day of January, 2017.

My Commission expires 6-20-20.

  
Notary Public

SUSAN J. BLANTON  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: June 20, 2020  
Commission Number: 12357650

ASSIGNEE:

By: James T. Suzuki  
James T. Suzuki

By: Yuriko Suzuki  
Yuriko T. 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 January 13, 2017 before me, Candiece Knox, Notary Public,  
(here insert name and title of the officer)

personally appeared James T. Suzuki and Yuriko Suzuki, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their 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.

Candiece Knox  
Signature

(Seal)



EXHIBIT "A"

United States Post Office  
304 Water St., Cambridge, IA 50046

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*Lot 6, Block 15, in the Original Town of Cambridge, Iowa and the North Two-thirds (N 2/3), and the East Half (E 1/2) of the South One-third (1/3) of Lot Seven (7), Block Fifteen (15), in the Original Town of Cambridge, all in Story County, Iowa.*