

## ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement (“Assignment”) is entered into as of October\_\_\_\_, 2016 (the “Effective Date”), by and among Hunt Mutchler Ag-Services, LLC, a Texas limited liability company (“Hunt Mutchler Ag-Services”) acting herein by and through its duly authorized agent, Nueces County (“County”), and Thomas Perrigue d/b/a/ Texas Sky Aviation, (“Buyer”).

### RECITALS

**WHEREAS**, Pursuant to an Assignment of Lease Agreement entered into in March 2016, by and among County, Hunt Mutchler Ag-Services and Wilber-Ellis Company LLC (“Wilber-Ellis”), Hunt Mutchler Ag-Services and County are parties to that certain lease agreement, dated as of April 1, 1991, as amended (the “Lease”), pursuant to which Hunt Mutchler Ag-Services leases a portion of the County Airport measuring approximately 300 x 300 feet as further described by a field note description incorporated and made part of the Lease (hereinafter referred to as “Premises”); and

**WHEREAS**, Hunt Mutchler Ag-Services desires to sell certain assets to Buyer, and Buyer desires to purchase such assets; and

**WHEREAS**, County is willing to consent to Hunt Mutchler Ag-Services’ assignment of the Lease, provided that Buyer complies with all the terms and conditions of the Lease; and

**NOW, THEREFORE**, County, Hunt Mutchler Ag-Services, and Buyer, in consideration of the mutual agreements contained in the original Lease and herein, do hereby mutually agree as follows:

1. **Assignment.** Hunt Mutchler Ag-Services hereby assigns the Lease to Buyer, and Buyer accepts such assignment and agrees to comply with all terms and conditions contained in the Lease and any amendment thereto.
2. **Consent to Assignment.** County hereby consents to assignment of the Lease from Hunt Mutchler Ag-Services to Buyer, and hereafter, Buyer shall be liable for obligations of the Lessee under the Lease. County hereby releases Hunt Mutchler Ag-Services from any obligations under the Lease occurring subsequent to the Effective Date.
3. **No Waiver by Consent.** County continues to have the right to give or not give its consent to any future assignment or sublet by Buyer or any successor.
4. **No Effect.** All other provisions of the original Lease, as amended, shall remain the same. For avoidance of doubt, the current term of the Lease, pursuant to Nueces Ag’s exercise of the second option to extend for an additional ten (10) years, shall expire on March 31, 2021.

5. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one document. The parties may exchange signatures by photocopy or facsimile, which shall have the same effect as an original document.

IN WITNESS WHEREOF, there parties hereto have executed this Assignment as of the Effective Date.

NUECES COUNTY

HUNT MUTCHLER AG-SERVICES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THOMAS PERRIGUE D/B/A

TEXAS SKY AVIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_, County Clerk