

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement (“Assignment”) is entered into as of March __, 2016 (the “Effective Date”), by and among Wilbur-Ellis Company LLC, a California liability company doing business and in good standing in the State of Texas (“Wilbur-Ellis”), Nueces County (“County”), and Hunt Mutchler Ag-Services, LLC, a Texas limited liability company, (“Buyer”).

RECITALS

WHEREAS, Pursuant to an Assignment of Lease Agreement entered into in December 2012, by and among County, Wilbur-Ellis and Nueces Ag Services, Inc. (“Nueces Ag”), Wilbur-Ellis and County are parties to that certain lease agreement, dated as of April 1, 1991, as amended (the “Lease”), pursuant to which Wilbur-Ellis 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, Wilbur-Ellis desires to sell certain assets to Buyer, and Buyer desires to purchase such assets; and

WHEREAS, County is willing to consent to Wilbur-Ellis’ assignment of the Lease, provided that Buyer complies with all of the terms and conditions of the Lease; and

NOW, THEREFORE, County, Wilbur-Ellis, and Buyer, in consideration of the mutual agreements contained in the original Lease and herein, do hereby mutually agree as follows:

1. Assignment. Wilbur-Ellis 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 Wilbur-Ellis to Buyer, and hereafter, Buyer shall be liable for obligations of the Lessee under the Lease. County hereby releases Wilbur-Ellis 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

By: _____
Name: _____
Title: _____

WILBUR-ELLIS COMPANY LLC

By: _____
Name: _____
Title: _____

HUNT MUTCHLER AG-SERVICES, LLC

By: _____

Name _____

Title: _____

ATTEST:

BY: _____
County Clerk