

**ASSIGNMENT AND ASSUMPTION OF
REAL PROPERTY LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE AGREEMENT is made between **COCHISE COUNTY**, a political subdivision of the State of Arizona, hereinafter called "COUNTY", **4283929 DELAWARE, LLC**, a foreign limited liability company, hereinafter called "ASSIGNEE", and **AMES DIVERSIFIED SERVICES, LLC**, an Arizona limited liability company, hereinafter called "ASSIGNOR".

RECITALS

WHEREAS, the ASSIGNOR, as Lessee, and COUNTY, as Lessor, entered in a Real Property Lease Agreement, effective September 26, 2017, concerning real property situated at the Bisbee-Douglas International Airport and more specifically described as:

MANUFACTURING OR FOOD PROCESSING FACILITY
The Southeast 20,000 square feet of Building T-3111
Commonly known as 6944 Runway Road, Douglas, AZ 85607; and

WHEREAS, the ASSIGNOR leased the above-described real property to operate an animal crematorium; and

WHEREAS, the ASSIGNEE has acquired the ASSIGNOR and now wishes to assume ASSIGNOR'S rights and obligations under the above-described Real Property Lease Agreement; and

WHEREAS, the ASSIGNEE's business address is 2 Daniels Way, Cranston, RI 02921; and

WHEREAS, COUNTY is willing to consent to the assignment of the above-described Real Property Lease Agreement between ASSIGNOR and ASSIGNEE, pursuant to Section IX of the Real Property Lease Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

I. INCORPORATION. The Real Property Lease Agreement between COUNTY AND ASSIGNOR, effective September 26, 2017, is hereby incorporated into this Agreement and all terms of the Real Property Lease Agreement continue in effect between the parties.

II. ASSIGNMENT. ASSIGNOR hereby assigns and conveys to ASSIGNEE all of ASSIGNOR's rights and obligations under the Real Property Lease Agreement, from and after the date hereof. ASSIGNEE hereby accepts the foregoing Assignment.

III. ASSUMPTION. ASSIGNEE hereby assumes and agrees to be bound by all of ASSIGNOR's obligations and liabilities as Lessee under the Real Property Lease Agreement arising from and after the date of this Assignment, and agrees to perform and observe all of the covenants of ASSIGNOR as Lessee under the Real Property Lease Agreement, from and after the date of this Assignment.

IV. NOTICE. COUNTY agrees to provide any and all notices required under the Real Property Lease Agreement to ASSIGNEE at its business address: 2 Daniels Way, Cranston, RI 02921, along with notice to the ASSIGNOR as required in the Real Property Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their duly authorized representatives.

ASSIGNOR:

AMES DIVERSIFIED SERVICES, LLC.

By: 

Name: Michael J. Ames, DUM

Title: Managing Member, Ames Diversified Services

Date: November 19, 2017

ASSIGNEE:

4283929 DELAWARE LLC.

By: 

Name: Kelly Clinton

Title: Vice President

Date: November 19, 2017

LESSOR:

COCHISE COUNTY

By: _____
Ann English, Chairman

Date: _____

ATTEST:

Clerk of Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Attorney for the County

Date: _____