

**ASSIGNMENT AND ASSUMPTION OF PARCEL B
LAND AND IMPROVEMENTS LEASE**

WHEN RECORDED, RETURN TO:

CITY OF YUMA
C/O: City Clerk's Office
One City Plaza
Yuma, Arizona 85364

**ASSIGNMENT AND ASSUMPTION OF PARCEL B
LAND AND IMPROVEMENTS LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF PARCEL B LAND AND IMPROVEMENTS LEASE (this "**Assignment**") is made effective as of this ____ day of _____, 2020, by and between **SIXTEEN & FOUR, LLC**, an Arizona limited liability company ("**Assignor**"), and **MAN3MP-DB LLC**, an Arizona limited liability company ("**Assignee**").

A. Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor's obligations, rights, title and interest in, to and under that certain Sixteen & Four, LLC Parcel B Land and Improvements Lease dated January 28, 2020 (the "**GPLET Lease**") with the City of Yuma, as Landlord (the "**City**"), with respect to the real property more particularly described therein (the "**Premises**").

B. A memorandum of the GPLET Lease was recorded in the Official Records of Yuma County, Arizona as Instrument No. 2020-02387 and re-recorded at Instrument No. 2020-04886.

NOW, THEREFORE, in consideration of the foregoing, the mutual conditions, covenants and promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's obligations, rights, title and interest in, to and under the GPLET Lease and with respect to the Premises from and after the date hereof. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Assignee by reason of or arising out of the GPLET Lease or any failure by Assignor to perform or observe the obligations, covenants, terms and conditions of the GPLET Lease prior to the date hereof.

2. Assignee hereby accepts the foregoing assignment and fully assumes the obligations, liabilities and duties of Assignor under the GPLET Lease and with respect to the Premises, and shall faithfully perform and comply with all of the covenants, terms, provisions and agreements contained in the GPLET Lease to be performed and complied with by Assignor thereunder from and after the

date hereof and any accrued and unperformed obligations thereunder as of the date hereof. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder following the date hereof. Assignee shall be bound to the same extent as Assignor by the indemnification, waiver of subrogation, release of claims and GPLET release provisions in Sections 6.4(d), 9.1, 9.2, 9.5 and 9.7 of the GPLET Lease.

3. Assignor represents and warrants that, as of the date of this Assignment, Assignor is not in breach or default under the terms of the GPLET Lease and, to the best of Assignor's knowledge, the City is not in breach or default thereunder except as otherwise disclosed in writing by Assignor to Assignee.

4. This Assignment shall not be construed in way as modifying, waiving, or affecting any of the terms, covenants, conditions or agreements contained in the GPLET Lease.

5. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed and construed in accordance with the laws of the State of Arizona.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have entered into this Assignment as of Effective Date.

ASSIGNOR:

SIXTEEN & FOUR, LLC, an Arizona limited liability company

By: _____
David Beckham, Authorized Signatory

ASSIGNEE:

MAN3MP-DB LLC,
an Arizona limited liability company

By: _____
Its: _____

CONSENT OF LANDLORD

Pursuant to Section 13.1 of the GPLET Lease, the undersigned, as the Landlord under the GPLET Lease, hereby consents to the assignment of Assignor's interest in the GPLET Lease to Assignee.

CITY OF YUMA, ARIZONA

By: _____
Name: Philip Rodriguez
Its: City Administrator

ATTEST:

By: _____
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

Richard Files, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by David Beckham, the Authorized Signatory of SIXTEEN & FOUR, LLC, an Arizona limited liability company, for and on behalf thereof.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of MAN3MP-DB LLC, an Arizona limited liability company, for and on behalf thereof.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of the City of Yuma, Arizona, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

My commission expires:
