

## ASSIGNMENT AND ASSUMPTION AGREEMENT

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THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), made as of July 1, 2010, is by and between the Regents of the University of New Mexico, a state educational institution established under Article XII, Section 11 of the New Mexico Constitution ("Assignee") and Camp Fire USA New Mexico Council, a New Mexico non-profit corporation (the "Assignor").

### RECITALS

WHEREAS, Assignor and Assignee are parties to a Gift Agreement dated as of August 9, 2022 (the "Gift Agreement"), under which Assignor agreed to donate and convey to Assignee certain real property and improvements located thereon located at 1613 University Boulevard, N.E. to Assignee (the "Property");

WHEREAS, Assignee is the lessor of a portion of the Property to Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") under and pursuant to the terms of that certain Land Lease Agreement dated October 25, 1994, as amended by that certain First Amendment to Land Lease Agreement (as amended, the "Lease") by and between Assignor and Lessee, as described more specifically in the Lease (the "Leased Premises"). A true, correct and complete copy of the Lease is attached to this Agreement as Exhibit A;

WHEREAS, under and pursuant to the Gift Agreement, Assignor is to assign to Assignee, and Assignee is to assume from Assignor, the rights and liabilities of Assignor with respect to the Lease; and

WHEREAS, capitalized terms used herein without definition have the meaning assigned to them in the Lease and/or the Gift Agreement, as the case may be.

NOW, THEREFORE, in consideration of the promises contained herein and in the Gift Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment of the Lease. Subject to the conditions, covenants and agreements contained in the Gift Agreement, Assignor does hereby assign, bargain, convey, set over and deliver irrevocably to Assignee all of Assignor's rights under the Lease and relating to periods on or after the date hereof.

2. Assumption of the Lease by Assignee. Subject to the conditions, covenants and agreements contained in the Gift Agreement, Assignee does hereby accept the assignment of rights described in Section 1 hereof, and Assignee hereby as-

sumes and agrees to perform all obligations of Assignor pursuant to said Lease to be performed and relating to periods, on or after the date hereof.

3. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

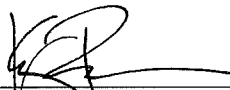
4. Governing Law. This Agreement shall be construed and enforced according to the substantive laws of the State of New Mexico, without giving effect to the principles of conflict of laws thereof.

5. Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNOR:**

CAMP FIRE USA NEW MEXICO  
COUNCIL, a New Mexico non-profit  
corporation

By:  \_\_\_\_\_

Name: Kimberly Bell

Title: President

**ASSIGNEE:**

REGENTS OF THE UNIVERSITY OF NEW  
MEXICO

By: \_\_\_\_\_

Name: Teresa Costantinidis

Title: Executive Vice President for  
Finance & Administration