

**AGREEMENT CONCERNING ASSIGNMENT OF LEASE**

THIS AGREEMENT CONCERNING ASSIGNMENT OF LEASE ("Agreement") is entered into on 23 day of MAY, 2013, between City of Ocala, a Florida municipal corporation (hereinafter "Landlord"); LITTLE EAGLE AVIATION, LLC, a Florida limited liability company, located at P.O. Box 5279, Ocala, Florida, 34478 (hereinafter "Second Tenant") and JRA HIGH PERFORMANCE, INC., a Florida corporation located at 4121 NW 44<sup>th</sup> Avenue, Ocala, Florida, 34482 (hereinafter "Third Tenant")

WHEREAS:

- A. Effective December 27, 2010, Landlord and R.L.R. Investments, L.L.C., an Ohio limited liability company ("Original Tenant") entered into an Amended and Restated Ground Lease at Airport (East Hangar), a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Lease"), pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, the real property described in the Exhibits attached thereto, together with all premises, structures, and improvements thereon and appurtenances thereto (collectively the "Premises").
- B. On August 23, 2011, Original Tenant transferred, sold, conveyed, and assigned all of its right, title and interest under the Lease to Second Tenant.
- C. Effective on the date first above written, Second Tenant hereby transfers, sells, conveys, and assigns all of its rights, title and interest under the Lease to Third Tenant.
- D. Second Tenant and Third Tenant have requested Landlord to consent to the assignment of the Lease pursuant to Article 12 of the Lease. Landlord has agreed to do so pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment. Second Tenant has assigned, and by this instrument does hereby assign, transfer, sell and convey the Lease to Third Tenant including, without limitation, any security deposit deposited by Original Tenant or Second Tenant pursuant to the Lease, and any and all improvements made by Original Tenant or Second Tenant to the Premises.
2. Assumption of Lease. Third Tenant hereby assumes and expressly agrees to perform all obligations of Original Tenant under the Lease.

**EXHIBIT** B

3. Consent to Assignment.

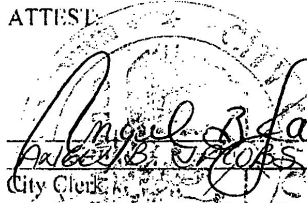
- a. Landlord hereby consents to the foregoing assignment,
  - b. Nothing set forth herein shall, however, obligate Landlord to agree to any future assignments or subleases of the Premises, and the provisions of Article 12 of the Lease are not amended hereby.
  - c. Effective as of the date hereof, Landlord hereby releases Second Tenant from any obligations under this Lease save only Second Tenant's indemnity obligations with respect to any claim or action arising prior to the date hereof, which obligations shall survive the closing of this Agreement and shall apply to and indemnify and hold harmless the Third Tenant as well as the Landlord.
4. Lease Ratified and Confirmed. Except as expressly set forth herein, all remaining terms and conditions of the Lease remain in full force and effect.

Landlord and Third Tenant hereby ratify and reaffirm the Lease.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ATTEST:

  
Angel B. Jacobs  
Angel B. JACOBS  
City Clerk

Approved as to form and legality

W. James Gooding, III  
W. James Gooding, III  
City Attorney

Patricia M. Williams  
Patricia M. Williams  
Print: Patricia M. Williams

Wendy Lunday  
Wendy Lunday  
Print: Wendy Lunday

Amanda K. Phillips  
Amanda K. Phillips  
Print: Amanda K. Phillips

Christi G. Casquey  
Christi G. Casquey  
Print: Christi G. Casquey

LANDLORD:

City of Ocala, a Florida municipal corporation

Mary S. Rich  
MARY S. RICH, COUNCIL PRES.

ACCEPTED BY CITY COUNCIL  
JUNE 18, 2013  
DATE  
OFFICE OF THE CITY CLERK

SECOND TENANT

LITTLE EAGLE AVIATION, LLC  
A Florida limited liability company

Bernard Little, Jr.  
Name: Bernard Little, Jr.  
Title: Chairman

THIRD TENANT

JRA HIGH PERFORMANCE, INC.  
A Florida corporation

Jorge De' Arellano  
Name: Jorge De' Arellano  
Title: President

State of Florida  
County of Marion

I hereby certify that on this the 23<sup>rd</sup> day of May, 2013, personally came and appeared Bernard Little, Jr. as Chairman of LITTLE EAGLE AVIATION, LLC, a Florida limited liability company, who is personally known to me or who produced \_\_\_\_\_ as identification and acknowledged before me that he/she executed same for the purposes expressed herein.



MARY R. MCLAUGHLIN  
MY COMMISSION # EE 855550  
EXPIRES: April 1, 2017  
Bonded Thru Budget Notary Services

Mary R. McLaughlin  
Notary Public, State of

State of Florida  
County of Marion

I hereby certify that on this the 22 day of May, 2013, personally came and appeared Jorge De'Arellano as President of JRA HIGH PERFORMANCE, INC., a Florida corporation, who is personally known to me or who produced \_\_\_\_\_ as identification and acknowledged before me that he/she executed same for the purposes expressed herein.



Amanda K. Phillips  
Notary Public, State of Florida