

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into effective September ____, 2025 (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation ("Landlord");
- Townley Engineering and Manufacturing Company, Inc, a Florida Corporation ("Current Tenant"); and
- Tem2025Holdings, Inc. ("New Tenant").

WHEREAS:

- A. Effective April 1, 2014, Landlord entered into a Lease Agreement (the "Original Lease") with Townley Engineering and Manufacturing Company, Inc., a Florida corporation, pursuant to which Landlord leased to Current Tenant, and Current 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. Current Tenant and New Tenant have entered into an Agreement for Assignment of Lease pursuant to which Current Tenant has agreed to assign the Original Lease to New Tenant, and Current Tenant and New Tenant have requested Landlord to consent to the assignment of the Lease pursuant to Article 12.1 of the Original 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. Current Tenant has assigned, and by this instrument does hereby assign, the Original Lease to New Tenant and any improvements made by Current Tenant to the Premises.
2. Assumption of Original Lease. New Tenant hereby assumes and expressly agrees to perform all obligations of Current Tenant under the Original Lease.
3. Consent to Assignment.
 - 3.1. Landlord hereby consents to the foregoing assignment.
 - 3.2. Nothing set forth herein shall, however, obligate Landlord to agree to any future assignments or subleases of the Premises, and the provisions of paragraph 12 of the Original Lease are not amended hereby.
 - 3.3. Landlord hereby releases Current Tenant from any obligations under the Original Lease arising hereafter. Nothing set forth herein shall release Current Tenant's direct or indemnity obligations with respect to any claim or action arising prior to the date hereof, which obligation shall survive this Agreement and shall apply to and serve to indemnify New Tenant as well as Landlord.

4. Original Lease Not Amended. Except as expressly set forth herein, the Original Lease is not amended or modified. Landlord and New Tenant hereby ratify and reaffirm the Original Lease.

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

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LANDLORD

City of Ocala, a Florida municipal corporation

By: _____

Kristen Dreyer

President, Ocala City Council

Witness

Address for notices:

Print Witness Name

City of Ocala

Attention: Airport Director

1770 SW 60th Avenue, Ste 600

Witness

Ocala, Florida 34474

Email: mgrow@ocalafl.gov

Print Witness Name

ATTEST:

Angela Jacobs

City Clerk

APPROVED AS FORM AND LEGALITY:

William Sexton

City Attorney

CURRENT TENANT

Townley Engineering and Manufacturing, Inc.

Pamela Townley, CEO

By: _____

Its: _____

Witness

Print Witness Name

Witness

Print Witness Name

Address for notices:

PO Box 221

Candler, FL 32111

NEW TENANT

Tem2025 Holdings, Inc.

Pamela Townley, CEO

By: _____

Its: _____

Witness

Print Witness Name

Witness

Print Witness Name

Address for notices:

PO Box 221

Candler, FL 32111