

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into effective September 6th, 2023 (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation (“Landlord”);
- Jet Genius Florida Holdings, Inc. (“Tenant”); and
- JetLevel Aviation LLC (“New Tenant”).

WHEREAS:

- A. On or about February 8, 2023, Landlord and Tenant entered into a Lease for Office Space at Airport Terminal (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. Landlord, Tenant, and New Tenant desire to enter into this Agreement Concerning Assignment of Lease to which Tenant has agreed to assign the Lease to New Tenant, and Tenant and New Tenant have requested Landlord to consent to the assignment of the Lease pursuant to Article 16 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.** Tenant has assigned, and by this instrument does hereby assign, the Lease for Office Space at Airport Terminal to New Tenant and any improvements made by Tenant to the Premises.
2. **Assumption of Amended Lease.** New Tenant hereby assumes and expressly agrees to perform all obligations of Tenant under the 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 11 of the Lease are not amended hereby.
 - 3.3. Landlord hereby releases Tenant from any obligations under the Lease arising hereafter. Nothing set forth herein shall release 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. **Lease Not Amended.** Except as expressly set forth herein, the Lease is not amended or modified. Landlord and New Tenant hereby ratify and reaffirm the Lease.

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

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
President, Ocala City Council

Date: _____

Approved as to form and legality

William E. Sexton
City Attorney

TENANT
Jet Genius Florida Holdings, Inc.

By: _____

Date: _____

Witness

Print Witness Name

NEW TENANT

JetLevel Aviation, LLC

Witness

Print Witness Name

By: JetLevel Aviation, its Sole and Managing Member

Name: _____

Date: _____

Address for Notices:
618 E. South St. Suite 500
Orlando, FL 32801

