

## AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT CONCERNING ASSIGNMENT OF LEASE (the "Agreement") is entered into effective June 2, 2015 (the "Effective Date") (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation ("Landlord");
- Red Rover, Inc, a Florida limited liability company ("Tenant"); and
- R.L.R. Investments, LLC, an Ohio limited liability company ("New Tenant").

### WHEREAS:

- A. On or about February 3, 2015, Landlord and Tenant entered into an Amended and Restated Lease at Airport (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. Tenant and New Tenant have entered into an Agreement for Purchase and Sale pursuant 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 11 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, or is assigning as of the Effective Date, the Lease to New Tenant.
2. **Assumption of Amended Lease.** New Tenant has assumed, or is assuming as of the Effective Date, and expressly has agreed to perform all obligations of Tenant under the Lease.
3. **Consent to Assignment.**
  - 3.1. Landlord hereby consents to the foregoing assignment of the Lease.
  - 3.2. Nothing set forth herein shall, however, obligate Landlord to agree to any future assignments of the Lease 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.
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:

Roseann J. Fusco  
~~Angel B. Jacobs~~  
~~City Clerk~~      **Roseann J. Fusco**  
Deputy City Clerk

City of Ocala, a Florida municipal corporation

Jay Musleh  
Jay Musleh  
President, Ocala City Council

Date: 6/2/15

Approved as to form and legality

Patrick G. Gilligan  
Patrick G. Gilligan  
City Attorney

TENANT

Red Rover, LLC, a Florida limited liability company

By: Don Steimle  
Don Steimle as President

Date: 6-12-15

Helen Ruano  
Witness

Helen Ruano  
Print Witness Name

Patricia Stinson  
Witness

Patricia Stinson  
Print Witness Name

ACCEPTED BY CITY COUNCIL

June 2, 2015  
DATE

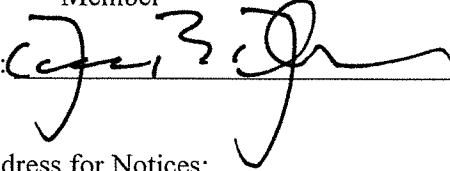
OFFICE OF THE CITY CLERK



NEW TENANT

R.L.R. Investments, LLC, an Ohio limited liability company

By: R.L.R. Investments, LLC, a Ohio limited liability company, its Sole and Managing Member

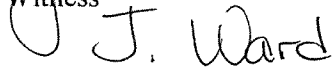
By:  \_\_\_\_\_

Address for Notices:  
600 Gillam Road  
Wilmington, Ohio, 45177

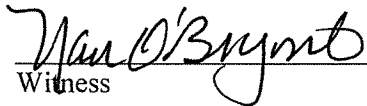
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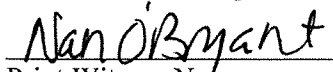
Witness

 \_\_\_\_\_

Print Witness Name

 \_\_\_\_\_

Witness

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Print Witness Name