

REC 44.00

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT CONCERNING ASSIGNMENT OF LEASE ("Agreement") is entered into on August 23, 2011, between: City of Ocala, a Florida municipal corporation ("Landlord"); R.L.R. INVESTMENTS, L.L.C., an Ohio limited liability company at 600 Gillam Road, Wilmington, OH 45177 ("Original Tenant"); LITTLE EAGLE AVIATION, L.L.C, a Florida limited liability company, at Post Office Box 5279, Ocala, Florida 34478 ("New Tenant").



WHEREAS:

- A. Effective December 27, 2010, Landlord and 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. Effective on the date first above written, Original Tenant hereby transfers, sells, conveys, and assigns all of its rights, title and interest under the Lease to New Tenant.
- C. Original Tenant and New 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.** Original Tenant has assigned, and by this instrument does hereby assign, transfer, sell and convey the Lease to New Tenant including, without limitation, any security deposit deposited by Original Tenant pursuant to the Lease, and any and all improvements made by Original Tenant to the Premises.
- 2. **Assumption of Lease.** New Tenant hereby assumes and expressly agrees to perform all obligations of Original 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 Article 12 of the Lease are not amended hereby.
  - 3.3. Effective as of the date hereof, Landlord hereby releases Original Tenant from any obligations under the Lease save only Original 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 New Tenant as well as the Landlord.

**4. Lease Ratified and Confirmed.**

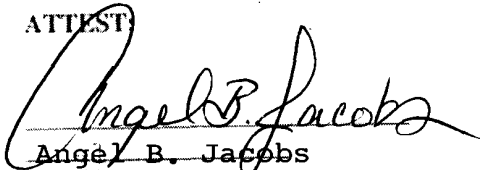
Except as expressly set forth herein, all remaining terms and conditions of the Lease remain in full force and effect.

Landlord and New Tenant hereby ratify and reaffirm the Lease.

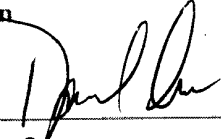
[Signature page follows]

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

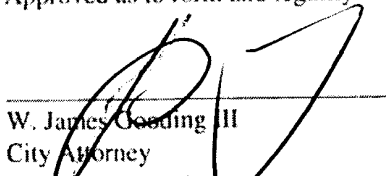
ATTEST

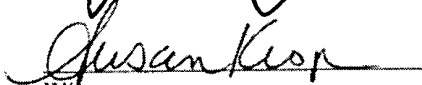
  
Angel B. Jacobs  
City Clerk

City of Ocala, a Florida municipal corporation

  
Daniel Owen  
President, Ocala City Council

Approved as to form and legality

  
W. James Gooding III  
City Attorney


  
Susan Keogh  
Witness


  
Susan Keogh  
Print Witness Name

  
Harold Dean  
Witness

  
Harold Dean  
Print Witness Name

  
Keeley A. Bommer  
Witness

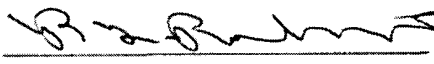
  
Keeley A. Bommer  
Print Witness Name

  
Michael Cumming  
Witness

  
Michael Cumming  
Print Witness Name

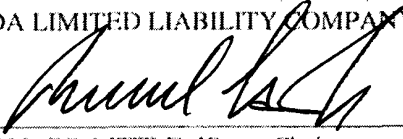
ORIGINAL TENANT

R.L.R. INVESTMENTS, L.L.C., AN OHIO LIMITED LIABILITY COMPANY

By:   
Name: RALPH L. ROBERTS  
Title: as CEO and Member

NEW TENANT

LITTLE EAGLE AVIATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By:   
BERNARD LITTLE, JR., as Chairman

ACCEPTED BY CITY COUNCIL

August 16, 2011  
DATE

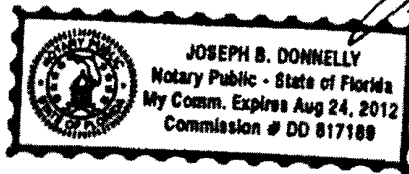
OFFICE OF THE CITY CLERK

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared RALPH L. ROBERTS, as CEO and Member of R.L.R. INVESTMENTS, L.L.C., an Ohio Limited Liability Company, who is personally known to me (Yes  No ) to be the person described in and who executed the foregoing instrument, OR who has produced \_\_\_\_\_ as identification and acknowledged before me that he executed same for the purposes expressed herein

Witness my hand and official seal in the County and State last aforesaid this 23<sup>rd</sup> day of August, 2011.

*Joseph B. Donnelly*  
Joseph B. Donnelly (Print Name)



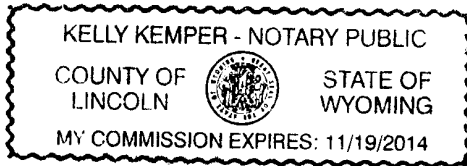
Notary Public, State of Florida  
My Commission Expires: August 24, 2012

<sup>WYOMING</sup>  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~MARION~~ <sup>TETON</sup>

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BERNARD LITTLE, JR., as Chairman of LITTLE EAGLE AVIATION, LLC, a Florida Limited Liability Company, who is personally known to me (Yes  No ) to be the person described in and who executed the foregoing instrument, OR who has produced \_\_\_\_\_ as identification and acknowledged before me that he executed same for the purposes expressed herein

Witness my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of August, 2011.

*Kelly Kemper*  
Kelly Kemper (Print Name)



Notary Public, State of Florida  
My Commission Expires: 11/19/2014

**EXHIBIT "A"**

**Amended and Restated Ground Lease at Airport (East Hangar)  
dated effective December 27, 2010  
City of Ocala and R.L.R. Investments, L.L.C., an Ohio limited  
liability company**

**The terms of conditions of which are incorporated  
by reference as referenced in that certain  
Memorandum of Lease (East Hanger) recorded at  
Official Records Book 5489, Pages 679 to 683,  
Public Records of Marion County, Florida**