

AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into effective June 10, 2024 (although it may be executed by the parties on other dates), between:

- City of Ocala, a Florida municipal corporation ("Landlord");
- JRA High Performance, Inc. ("Current Tenant"); and
- OH, LLC, a Florida Limited Liability Company ("New Tenant").

WHEREAS:

- A. Effective December 27, 2010, Landlord entered into an Amended and Restated Lease Agreement (the "Original Lease") with R.L.R. Investments, LLC ("First Tenant"), pursuant to which Landlord leased to First Tenant, and First 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 "Original Premises").
- B. On August 23, 2011, First Tenant, Landlord and Little Eagle Aviation LLC., a Florida limited liability corporation ("Second Tenant"), entered into an Agreement Concerning Assignment of Lease (the "First Assignment Agreement"), pursuant to which First Tenant assigned the Original Lease to Second Tenant, with Landlord's consent.
- C. On or about June 18, 2013, Second Tenant, Landlord and Current Tenant entered into an Agreement concerning Assignment of Lease and Amendment to Lease (the "Second Assignment Agreement") pursuant to which:
  - 1). Second Tenant assigned the Original Lease to Current Tenant, with Landlord's consent.
- D. 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 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 First Tenant, Second Tenant or Current Tenant to the Premises.

2. Assumption of Original Lease. New Tenant hereby assumes and expressly agrees to perform all obligations of First Tenant, Second Tenant or 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.

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

6.  
**ATTEST:**

**City of Ocala, a Florida municipal corporation**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
President, Ocala City Council

Date: \_\_\_\_\_

Approved as to form and legality

\_\_\_\_\_  
William Sexton  
City Attorney



**NEW TENANT**

OH, LLC

By: John C. Rogers, AR

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

Address for Notices:  
2275 NW 100<sup>th</sup> Avenue  
Ocala, FL 34482

Date: \_\_\_\_\_

6/7/24

\_\_\_\_\_  
Witness

ALEX ALEXANDER  
Print Witness Name

\_\_\_\_\_  
Witness

NINA CRUZ  
Print Witness Name



CURRENT TENANT

JRA

By

Jose Arclaw

Date:

Jun 10, 2024

Joshua Reed

Witness

JOSHUA REED

Print Witness Name

Prestis A. Freeman IV

Witness

Prestis A. Freeman IV

Print Witness Name