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FILE #: 2011020453 OR BK 05489 PGS 0679-0683

This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, King, Gooding & Gifford, P.A.
1531 SE 36th Avenue
Ocala, FL. 34471

REC 44.00

**MEMORANDUM OF LEASE
(EAST HANGAR)**

THIS MEMORANDUM OF LEASE dated December 27, 2010, by and between:

- City of Ocala, a Florida municipal corporation, with a mailing address of: Attention: Airport Director, 750 SW 60th Avenue, Ocala, Florida 34474 ("City"); and
- R.L.R. Investments, L.L.C, an Ohio limited liability company, with a mailing address of Corporate Legal, 600 Gillam Road, Wilmington, Ohio 45177 ("Tenant").

WHEREAS:

- A. Landlord and Tenant have entered into an Amended and Restated Ground Lease at Airport (East Hangar) (the "Lease") concerning the real property described in the attached Exhibit A located at the Ocala International Airport, together with all improvements thereon and appurtenances thereto (collectively the "Premises").
- B. Landlord and Tenant desire to publicly evidence the existence of the Lease and certain rights and obligations of Landlord and Tenant pursuant to the terms thereof.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

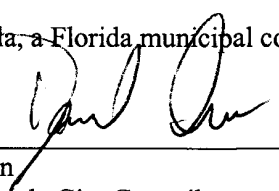
1. Landlord and Tenant did on December 27, 2010, enter into the Lease, the subject of which is the Premises.
2. The term of the Lease commenced upon the execution thereof and will terminate on December 27, 2015, unless renewed or sooner terminated pursuant to the Lease.
3. Under the Lease, Tenant has the right to renew the Lease for seven (7) additional five-year terms.
4. Landlord leases the Premises to Tenant, and grants the leasehold estate, pursuant to the Lease, which is incorporated herein by reference.
5. The estate of the Landlord and each and every interest of the Landlord in the Premises and the Lease shall in no manner be subject to lien, claim, demand or imposition under the Construction Lien Laws of the State of Florida, or otherwise, for any improvements, labor, materials or services (collectively "Improvements") furnished to, or rendered at or upon, the Premises by or at the request of the Tenant, whether or not Landlord shall have consented to same, it being acknowledged that any and all of such Improvements are for the sole and exclusive benefit of the Tenant. This provision is herein set forth pursuant to Section 713.10, Florida Statutes.

6. Nothing herein contained shall be deemed to modify, limit, or in any way abridge or amend any term or condition of the Lease, reference to which, and each and every of the provisions thereof, is hereby expressly made.

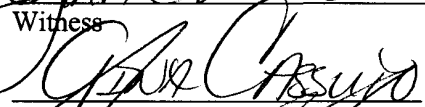
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

LANDLORD

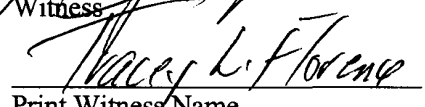
City of ~~Ocala~~, a Florida municipal corporation

By: 
Daniel Owen
President, Ocala City Council

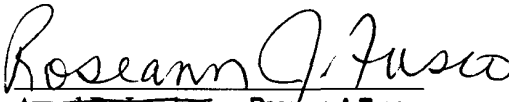

Witness


Print Witness Name


Witness



Print Witness Name

ATTEST:


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

APPROVED AS FORM AND LEGALITY:


W. James Gooding, III
Assistant City Attorney

ACCEPTED BY CITY COUNCIL

DATE
OFFICE OF THE CITY CLERK

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING INSTRUMENT WAS acknowledged before me this 29 day of December, 2010, by Daniel Owen as President of the Ocala City Council, on behalf of the City of Ocala, a Florida municipal corporation.

Roseann J. Fusco

Notary Public, State of Florida

Name: Roseann J. Fusco

(Please print or type)

Commission Number:

Commission Expires:



ROSEANN J. FUSCO
MY COMMISSION # DD 679279
EXPIRES: July 30, 2011
Bonded Thru Budget Notary Services

Notary: Check one of the following:

☒ Personally known

OR

☐

Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

TENANT
R.L.R. Investments, L.L.C

By: [Signature]
Ralph L. Roberts, Sr. as
Manager

[Signature]
Witness
MIKE COONEY

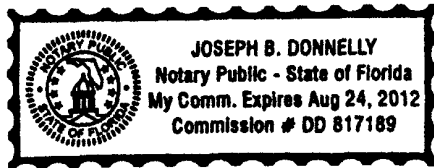
Print Witness Name

[Signature]
Witness
MARY E HARRIS

Print Witness Name

STATE OF Florida
COUNTY OF Marion

THE FOREGOING INSTRUMENT WAS acknowledged before me this 27th day of
December, 2010, by Ralph L. Roberts, Sr. as Manager of R.L.R. Investments,
L.L.C, on behalf of the company.



[Signature]
Notary Public, State of Florida
Name: Joseph B Donnelly
(Please print or type)

Commission Number: DD 817189
Commission Expires: August 24, 2012

Notary: Check one of the following:

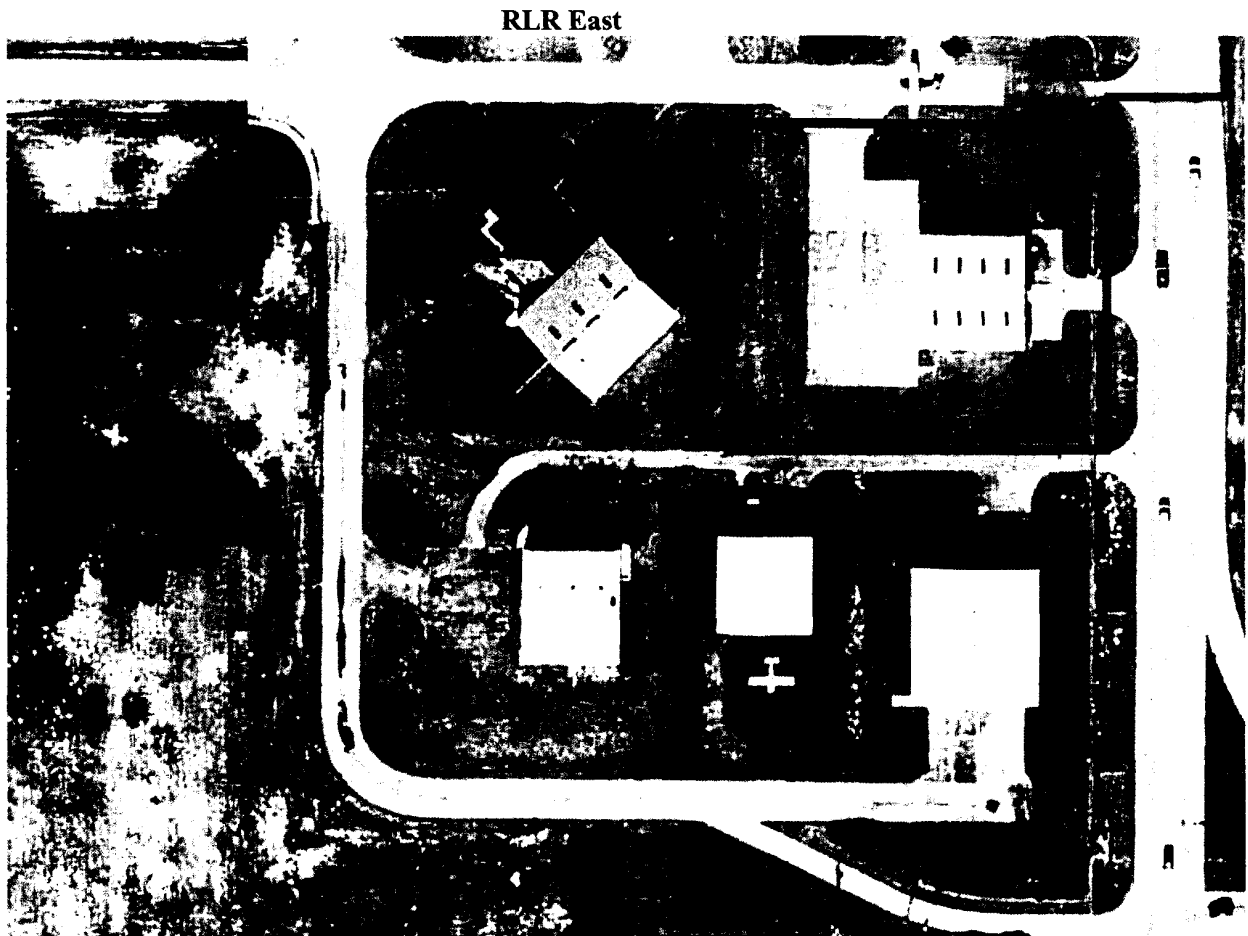
☒ Personally known OR ☐

Produced Identification (if this box is checked, fill in
blanks below).

Type of Identification Produced: _____

EXHIBIT A TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY



A description of a parcel of land in the northeast corner of the southeast $\frac{1}{4}$ of Section 20, Township 15 South, Range 21 East in Marion County, Florida, being more particularly described as:

Commencing in the northeast corner of the southeast $\frac{1}{4}$ of Section 20, Township 15 South, Range 21 East in Marion County, Florida; Thence S $00^{\circ}26'43''$ W, along the east boundary line of the southeast quarter of said Section 20, for a distance of 812.52 feet, thence N $89^{\circ}33'17''$ west 85.00 feet (to a concrete monument on the west right of way line of Southwest 60th Avenue, C-225A), thence S $00^{\circ}26'43''$ west 25.00 feet to the POINT OF BEGINNING:

Thence N $89^{\circ}33'17''$ W, for a distance of 231.60 feet;

Thence S $00^{\circ}26'43''$ W, for a distance of 200.00 feet;

Thence S $89^{\circ}33'17''$ E, for a distance of 231.60 feet;

Thence N $00^{\circ}26'43''$ E, for a distance of 200.00 feet to the POINT OF BEGINNING; Said described parcel containing 1.06 acres, more or less.

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