

AMENDMENT
TO
ASSIGNMENT, ASSUMPTION AND RECOGNITION OF SUBLEASE AGREEMENT

THIS AMENDMENT TO ASSIGNMENT, ASSUMPTION AND RECOGNITION OF SUBLEASE AGREEMENT (this "Amendment") dated as of the ____ day of September, 2020, is entered into by and among **LEESBURG CITIZEN'S, LLC** a Missouri limited liability company (the "Assignor"), **NC LEESBURG, L.L.C.**, a Delaware limited liability company (the "Assignee"); and **LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION**, a metropolitan planning organization created under Section 339.175, Florida Statutes, (the "Subtenant") each may be referred to as a "Party" and collective as the "Parties". The following recitals are made a material part of this Agreement:

- A. **LEESBURG CITIZEN'S, LLC**, as sublandlord, ("Sublandlord") and **LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION**, as subtenant, ("Subtenant") entered into that certain Sublease Agreement dated February 12, 2020 (the "Sublease") whereby Subtenant subleases a portion of that certain real property located at 1300 Citizens Boulevard, Leesburg, Florida know as Suite 175.
- B. The Sublease is subject and subordinate to that certain Lease Agreement between NC Leesburg, L.L.C., as master landlord, by merger, (the "Master Landlord"), and the Sublandlord, as tenant by assignment, dated December 16, 1998 (as amended the "Master Lease").
- C. Concurrently with the execution of the Sublease the parties entered into that certain Assignment, Assumption and Recognition of Sublease Agreement (the "Assignment Agreement") whereas, upon expiration of the Master Lease term on December 31, 2020, the Sublease shall become a direct lease between the Master Landlord and the Subtenant, all upon and subject to the terms thereof.
- D. Pursuant to a separate agreement between NC Leesburg, L.L.C. and Truist Bank, successor to SunTrust Bank by merger, the Master Lease shall be terminated on December 1, 2020. As a result, the Parties desire to amend the Assignment Agreement to change the Effective Date, as defined therein, to December 1, 2020.

NOW, THEREFORE, in consideration of the above recitals, the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 1 - Waiver of Right to Extend Term of Master Lease. Effective upon the execution of this Amendment, Section 1 of the Assignment Agreement shall be deleted in its entirety and replaced with the following:

"1. Termination of the Master Lease. Assignee, as landlord, and Assignor, as tenant, are parties to that certain Lease Agreement dated December 16, 1998 (as amended the "Master Lease") with respect to the premises located at 1300

Citizen's Boulevard, Leesburg, Florida 34748 (the "**Premises**"). The initial term of the Master Lease expires on December 31, 2020 but pursuant to an agreement between NC Leesburg, L.L.C. and Truist Bank, successor by merger to SunTrust Bank, (the "**Truist Agreement**"), the Master Lease shall be terminated on December 1, 2020 (the "**Effective Date**"). The Master Lease provides that Assignor has the right to extend the term of the Master Lease for additional extension terms of up to thirty (30) years. Notwithstanding any other provision of the Master Lease to the contrary, pursuant to the Truist Agreement Assignor: (i) waived the right to extend the term of the Master Lease and (ii) agreed that the term of the Master Lease shall expire on the Effective Date. Subject to the satisfaction and performance of the terms and conditions of the Master Lease through and including the Effective Date, the Master Lease shall terminate effective as of the Effective Date. Except as to such rights or claims as may be created or otherwise preserved by this Agreement and the Master Lease, effective as of the Effective Date, Assignor and Assignee shall release and forever discharge each other from all debts, demands, damages, claims and liabilities whatsoever, whether known or unknown, related to, arising out of, connected with or incidental to the Master Lease and the Premises."

2. Full Force and Effect; Counterparts; Facsimile Signatures. Except as hereby amended, the Assignment Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument. Telecopied signatures may be used in place of original signatures on this Amendment, and the Parties intend to be bound by the signatures of the telecopied document.
3. Severability. If any provision of this Amendment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Amendment and the application of such provisions to other persons or circumstances shall not be affected and shall be enforced to the greatest extent by law.
4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.
5. Conflicts. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Assignment Agreement, the provisions of this Amendment shall govern and control.
6. Authority. Each party to this Amendment hereby represents and warrants that the individual executing this Amendment on behalf of such party has/have full power and authority to execute and deliver the same and to bind such party.

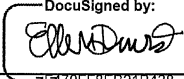
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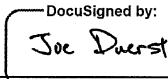
[Signatures can be found on the following pages]

SIGNATURE PAGE FOR AMENDMENT TO ASSIGNMENT, ASSUMPTION AND
RECOGNITION OF SUBLEASE AGREEMENT

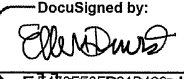
IN WITNESS WHEREOF, the Assignor, the Assignee and the Subtenant have executed or caused this Amendment to be executed on their behalf by their duly authorized representatives as of the date set forth above.

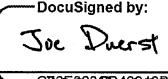
WITNESSES:

By: 
Print Name: Ellen Duerst

By: 
Print Name: Joe Duerst

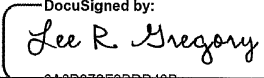
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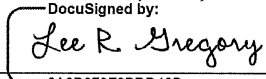
ASSIGNOR:

LEESBURG CITIZEN'S, LLC, a Missouri
limited liability company

By: 
Name: Lee R. Gregory, Manager

ASSIGNEE:

NC LEESBURG, L.L.C., a Delaware limited
liability company

By: Newcastle Industries, Inc., its Manager
By: 
Lee R. Gregory, President

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SUBTENANT:

LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION

Approved as to form and legality:

Leslie Campione, Chair

Melanie Marsh, MPO Attorney