

THIS INSTRUMENT PREPARED BY & RETURN TO:  
Fred A. Morrison  
McLin & Burnsed, P.A.  
Post Office Box 491357  
Leesburg, Florida 34749-1357

**Consent to Assignment of  
Lease**

RESERVED FOR RECORDING

**THIS INSTRUMENT** executed the \_\_\_\_\_ day of October, 2013, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630; **AMERICAN IN - HOME CAREGIVER REGISTRY, INC.**(hereafter referred to as "Assignor"), whose address is Unit 117, 600 Market Street, Leesburg, FL 34748; and **AMERICAN IN - HOME CARE, LLC**(hereafter referred to as "Assignee"), whose address is 3670 Maguire Boulevard, Suite 105, Orlando, FL 32803,

**WITNESSETH:**

That on January 28, 2013, Assignor and the City entered into a Lease Agreement (the "Lease") pertaining to certain real property at Unit 117, 600 Market Street, Leesburg, FL 34748. Assignor now desires to enter into a transaction with Assignee which is defined in the Lease as an Assignment, which requires the consent of the City. The purpose of this document is to provide written evidence of the consent by the City to the assignment of the Lease from Assignor to Assignee.

**NOW THEREFORE**, for and in consideration of the sum of \$10.00 and other good and valuable considerations, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, the City does hereby consent to the assignment of the Lease from Assignor to Assignee, subject to the following conditions:

1. Use by Assignee of premises shall be limited to those uses permitted by the Lease as originally executed. Assignee understands and acknowledges that the purpose of this the Lease and this Consent is to provide for such uses as being allowed under the Lease and that if there are occupational licenses, zoning or land use approvals, or other approvals needed under any ordinances of the City to conduct such activities at this location, Assignee must still obtain all such required licenses and approvals. Nothing in the Lease or this Consent shall be considered a waiver of any right or power of the City under its ordinances, its comprehensive plan, or other provisions applicable to the use and development of land or the operation of a commercial business at the leased premises.

2. The actual assignment of the Lease shall be accomplished in writing and the form of the assignment shall be submitted to the City for approval prior to closing on the assignment of the Lease.

3. Neither this Consent. nor the assignment of the Lease from Assignor to Assignee, shall be construed to relieve Assignor of any liability under the Lease, and Assignor shall remain fully, jointly and severally liable on the Lease subsequent to the assignment of the Lease, unless and until released from liability by a written instrument signed on behalf of the City after receiving approval from the City Commission at a duly noticed public meeting.

4. Assignee understands and agrees that the City undertakes no responsibility for the physical condition of the premises, over and above such obligations as it already held under the Lease. Further, by executing this Consent the City does not waive any rights it has under the Lease nor any remedies it possesses thereunder. The City does acknowledge that as of the date of this Consent there exist no material violations of the Lease on the part of Assignor.

5. Except as specifically modified by this Consent, the Lease shall remain in full force and effect as originally signed between the City and Assignor.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this document.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
DAVID KNOWLES, Mayor

Attest: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

AMERICAN IN – HOME CAREGIVER  
REGISTRY, INC., as Assignor

Elizabeth Mark  
Elizabeth Mark  
(Type or print name of witness)

BY: James Mark  
JAMES MARK, President

Wendy Klein  
Wendy Klein  
(Type or print name of witness)

AMERICAN IN – HOME CARE, LLC

Elizabeth Mark  
Elizabeth Mark  
(Type or print name of witness)

BY: Douglas Holman  
DOUGLAS HOLMAN, Managing  
Member

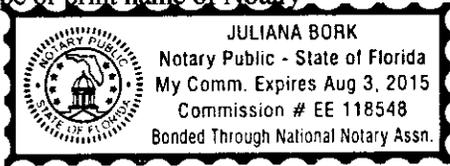
Wendy Klein  
Wendy Klein  
(Type or print name of witness)

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared James Mark, as President of American In – Home Caregiver Registry, Inc., who acknowledged before me on this 25 day of SEPT, 2013, that he executed the foregoing instrument, and who was either {CHECK ONE}  personally known to me, or who  produced \_\_\_\_\_ as identification.

Juliana Bork  
NOTARY PUBLIC  
JULIANA BORK  
Type or print name of Notary

EE 118548  
Commission Number  
8-3-15  
Commission Expiration Date



STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared as DAVID KNOWLES, as Mayor, and BETTY RICHARDSON, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, that they executed the foregoing instrument on behalf of the City, and who were either {CHECK ONE}  personally known to me, or who  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Commission Expiration Date

STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Douglas Hollman, as Managing Member of American In - Home Care, LLC, who acknowledged before me on this 25 day of SEPT, 2013, that he executed/the foregoing instrument, and who was either {CHECK ONE}  personally known to me, or who  produced GA. D.L. as identification.

Juliana Bork  
NOTARY PUBLIC

EE 118548  
Commission Number

JULIANA BORK  
Type or print name of Notary

8-3-13  
Commission Expiration Date

