
**CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP
FROM CENTENNIAL BANK TO ADW2, LLC**

This CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP (the "Consent") is made and entered into this 9th day of April, 2024, by and between HERNANDO COUNTY (the "County"), a political subdivision of the State of Florida whose mailing address is 15740 Aviation Loop Drive, Brooksville, Florida 34604, Centennial Bank., (the "Lessee") a Florida corporation whose mailing address is 15500 West Greystone Blvd., Cabot, AR 72032, and ADW2, LLC. ("Assignee"), a Florida corporation, whose mailing address is 15431 Flight Path Drive, Brooksville, FL 34604, who are individually and collectively referred to as the "Party" or "Parties".

RECITALS

WHEREAS, the County and Sho-Me Nutraceuticals, Acquisition, Inc. (hereinafter referred to as "Sho-Me") entered into a Gound Lease for certain real property described therein known as Lot 58 (currently unaddressed) the "Premises") dated November 6, 2001, recorded in Official Record Book 1472, Page 1237, of the public records of Hernando County, Florida; and

WHEREAS, on August 28, 2012, the County, Sho-Me, and Florida Traditions Bank (Sho-Me's lender) executed a Consent to Mortgage for the Ground Lease, recorded in Official Record Book 2939, Page 1594, of the public records of Hernando County, Florida. Subsequently, Centennial Bank became the mortgagee as Florida Traditions Bank's successor-in-interest by merger.

WHEREAS, on September 18, 2012, the County and Show-Me entered into an Amendment to the Lease Agreement as recorded in Official Record Book 2938, Page 1301, of the public records of Hernando County, Florida; and

WHEREAS, ON September 5, 2019, Centennial Bank sued Sho-Me to foreclose its mortgages on the Ground Lease's improvements. On July 6, 2022, the Circuit Court entered a stipulated final judgement of foreclosure in Centennial Bank's favor. On September 15, 2023, the Clerk's Office issued writs of possession for the leasehold. The writs of possession were not served, presumably because Sho-Me transferred all its interests in the Ground Leases to Centennial Bank by a quit-claim deed dated February 21, 2023. Upon the recording of the quit-claim deed, Centennial Bank became the lessee under the Ground Leases by operation of law.

WHEREAS, Section 9 of the Lease, "Assignment and Subletting", makes the County's written consent a prerequisite to Lessee's assignment of its interest in the Lease: and

WHEREAS, the Lessee has agreed to sell its interest in the leasehold improvements situated upon the Premises to Assignee.

WHEREAS, the County consents to said assignment provided that the Assignee accepts and agrees to be bound by all terms and covenants of the Ground Lease and the Assignee further agrees to be substituted as the Lessee for all purposes under the Ground Lease.

1. **Consent to Assignment.** The County consents to the Lessee's sale of its interest in the leasehold improvements situated upon the Premises to Assignee on the terms and conditions set forth herein.

2. **No Modification or Waiver.** This Consent shall in no way affect any of the terms and conditions of the Lease. This Consent shall not be deemed a consent of any other assignment or a waiver of Lessor's right to require consent to any further assignments.

3. **Assignee Insurance Obligations.** Without limiting the generality of Assignee's obligations to the County under this Consent, the Assignee agrees to, and shall comply with, the insurance provisions contained in the Lease. Prior to occupying the Premises, the Assignee shall provide a certificate of insurance to the Lessor evidencing compliance with the same.

4. **Waiver of Claims.** In partial consideration for consenting to this Consent, the Lessee does hereby forever release, indemnify, and hold harmless the County, its Commissioners, officers, employees, and agents from any and all claims arising from, or connected with, the Lease or the Premises. For purposes of this paragraph, the term "Claims" means any and all claims, demands, lawsuits, judgments, demands, fines or penalties, whether known or unknown and whether liquidated or unliquidated on the date of this Consent.

5. **Survival.** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of the Lease which require performance beyond the assignment or termination of the Lease shall survive the termination date of the Lease.

6. **Term of Lessor's Consent.** In the event the Lessee's sale of the Premises' leasehold improvement to Assignee fails to close on or by sixty (60) days from the date of this Consent, the County's consent to the sale granted herein shall be automatically revoked and this Consent shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

7. **Condition Precedent.** The County's consent to the Lessee's sale of the Premises' leasehold improvements to Assignee is conditioned upon the Lessee's payment of all amounts due and owing under the Lease up to and through the closing date of the sale of the leasehold improvements. In the event the Lessee fails to remit payment for any amounts due and owing up to and through the closing date of the sale of the leasehold improvements, the County's consent to the sale granted herein shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

8. **Applicable Law; Venue; Attorney's Fees.** This Consent shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each Party hereto shall bear its own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out or related to this Consent. Any dispute to this Consent shall be litigated in civil court in Hernando County Florida. The Parties waive their right to a jury trial on any litigation arising out of this Consent.

9. **Notices and Communications.** All demands, approvals, consents, or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the Party's respective address(es) set forth on Page 1 of this Consent. If a notice is sent through the U.S. Mail or private delivery company (e.g., FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

10. **Complete Agreement; Amendments; Supersedes.** This Consent represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Consent may subsequently be amended only by written instrument signed by the Parties hereto.

11. **Severability.** If any term or provision of this Consent or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Consent, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Consent shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

12. **Counterparts and Electronic Transmission.** This Consent may be signed in counterparts. Electronic Transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

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Witness our hands and seals upon the dates stated below.

ATTEST: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA (COUNTY)

Heidi Krupke, Deputy Clerk (Signature)
Doug Chorvat, Jr., Clerk
Elizabeth Narverud, Chairwoman (Signature)
4-9-2024 (Date)

Address: 20 N. Main St, Room 202
Brooksville, FL 34601



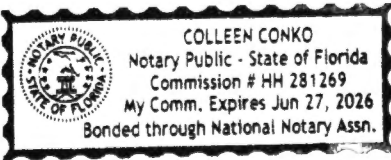
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ken J. Ben (Signature)
County Attorney's Office

Address: 20 N. Main Street, Ste. 462
Brooksville, Florida 34601

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 9th day of April, 2024, by Elizabeth Narverud, as Chairwoman of the Hernando County Board of County Commissioners, [X] who is personally known to me or [] who has produced _____ as identification.



Colleen Conko (Signature)
Notary Public (Signature of Notary)

Colleen Conko (Name legibly printed, typewritten, or stamped)

ATTEST:

CENTENNIAL BANK

(LESSEE)

By: _____
Jodi Allgood, Special Assets Director Date

[print name]

Address: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by Jodi Allgood, as Special Assets Director of Centennial Bank, who is personally known to me or who has produced _____ as identification.

Notary Public (Signature of Notary)

(Name legibly printed, typewritten, or stamped)

