

## **ASSIGNMENT AND ASSUMPTION OF LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Assignment") is executed as of April 16, 2019, by and between Myers Aviation, Inc, a Wisconsin corporation ("Assignor"), and Steve and Patty Myers d/b/a Myers Aviation, Inc ("Assignee"), the parties mutually agree as follows:

Assignor desires to assign, transfer and convey to Assignee all of Assignor's interests in a Ground Lease with Winnebago County ("Landlord"), dated May 3, 1994, as amended by Amendment No. 1 on May 1, 2002 for 20,000 square feet of land located in Oshkosh, Wisconsin, as further described in the Airport Operators Agreement and Ground Lease (the "Lease"), a copy of which is attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER and DELIVER to Assignee the Lease.

Assignee hereby accepts the foregoing assignment and assumes all duties and obligations of Assignor with respect to the Lease, including, without limitation, Assignee's agreement to perform all of the terms, covenants and conditions of the Lease on the part of the tenant therein required to be performed, from and after the date hereof but not prior thereto. Assignee hereby becomes directly obligated and liable to Landlord in said Lease.

Assignor shall indemnify, defend and hold Assignee harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, based upon, arising out of, or resulting from Assignor's breach of the terms and provisions of the Lease occurring prior to the date hereof. Assignee shall indemnify and hold Assignor harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, based upon, arising out of, or resulting from Assignee's breach of the terms and provisions of the Lease occurring on or after the date hereof.

This Assignment shall be governed by the laws of the State of Wisconsin.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

Assignor:

MYERS AVIATION, INC

By: \_\_\_\_\_  
Steve Myers, President

Assignee:

STEVE AND PATTY MYERS d/b/a MYERS  
AVIATION, INC

By: \_\_\_\_\_  
Steve Myers, President

### **LANDLORD CONSENT**

The undersigned, in consideration of the assumption of liability above set out, consents to the above assignment and releases the obligations of the Assignor pursuant to the Lease.

WINNEBAGO COUNTY

By: \_\_\_\_\_  
Mark L. Harris  
County Executive