

**ASSIGNMENT, ASSUMPTION AND CONSENT  
TO ASSIGNMENT AND ASSUMPTION OF LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, RHONDA WINSOR** ("ASSIGNOR"), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged from **OAK PARK STABLE and KATHY RIDENOUR** ("ASSIGNEE"), does hereby quit-claim, remise, sell, transfer, set over and assign unto the said ASSIGNEE all of the ASSIGNOR'S right, title and interest in and to that certain Lease Agreement dated October 11, 2001 ("Lease), by and between ASSIGNOR herein as Lessee, and RHONDA WINSOR, as Lessee, for stable located on 45.9 acres of ROLLING OAKS open space park site, as said site is described in the Lease.

Assignor hereby agrees to defend and indemnify Assignee against any and all claims made under the Lease for acts or omissions occurring prior to the date hereof.

Assignee hereby assumes and agrees to keep, perform and fulfill all of the obligations of the lessee under the Lease accruing on or after the date of this Assignment and acknowledges that Assignor shall have no further obligations as Lessee under said Lease, from and after the effective date of this Agreement..

Assignor warrants that Assignor has made no prior assignments or granted any liens or security interest in the Lease. Assignor and Assignee acknowledge that this Assignment is made with the following warranties and representations:

- (a) Assignor is the sole owner of all of the tenant's right, title and interest in and to the Lease;
- (b) The Lease has not been altered, modified or amended as of this date.
- (c) Assignor is not in default in the performance of any of the terms, covenants, conditions or agreements required pursuant to the Lease.
- (d) Assignor does not have any right to any offset, counterclaim, claims or demands against Lessor arising out of the Lease.
- (e) The Lessor is not in breach of any terms, conditions, covenants or agreements in the Lease.

The Lessor joins in the execution hereof for the sole purpose of complying with Resolution 2002-50, dated June 13, 2002, and by its execution hereof does consent to the within assignment and assumption of the Lessee's interest under the Lease.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Real Property Leases and Security Deposits, as of the 13 day of September, 2002

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE:

Ernest Roenbeck  
Witness signature  
Ernest Roenbeck  
Witness print name

Robert Fry  
Witness signature  
Robert Fry  
Witness print name

John Pryor  
Witness signature  
John Pryor  
Witness print name

ASSIGNOR:

Rhonda Windsor  
RHONDA WINDSOR

ASSIGNEE:

OAK PARK STABLE

By: KATHARINE RIDENOUR  
Name:  
Title: OWNER OF CORPORATION

Kathy Ridenour  
KATHY RIDENOUR

LANDLORD

TOWN OF SOUTHWEST RANCHES

By: Mecca Fink  
Mecca Fink, Mayor

Attest:  
Arielle Haze Tynes  
Arielle Haze Tynes, Town Clerk

Approved as to Form and Correctness:

Gary A. Poliakoff  
Gary A. Poliakoff, J.D., Town Attorney