

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
MIDWESTERN WHEELS, INC. AND AVIS BUDGET CAR RENTAL, LLC**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment"), is made and entered into this 21st day of June, 2018, by and between the City of La Crosse (the "City"), a municipal corporation and existing under the laws of the State of Wisconsin, whose address is 400 La Crosse St., La Crosse, Wisconsin 54601, hereinafter referred to as "City", "Midwestern Wheels, Inc.", (hereinafter referred to as "Assignor"), a corporation with its office and address being 2350 N. Casaloma Drive, Suite 202, Appleton, WI 54913 and "Avis Budget Car Rental, LLC." (hereinafter referred to as "Assignee"), a corporation with its office being 6 Sylvan Way, Parsippany ,NJ 07054.

WHEREAS, Assignor entered into a Lease with the City on or about October 15, 2013 for a car servicing bay and associated premises ("Lease"); and

WHEREAS, the Assignor provided its written intent on April 30, 2018 to assign said Lease to Assignee effective upon execution of this Assignment; and

WHEREAS, Assignee has provided its written intent on April 30, 2018 to receive said Assignment; and

WHEREAS, Assignor desires to assign all of its rights, title, and interest in the Lease to Assignee and Assignee desires to assume Assignor's obligations under the Lease, and

WHEREAS, City desires to accept said Assignment in accordance with Section 35 of the Lease.

NOW, THEREFORE, in consideration of promises and other good and valuable consideration, the parties hereby consent and covenant as follows:

1. Incorporation Background Recitals. The background Recitals set forth above are true and correct statements of fact, and are hereby incorporated into this Agreement by reference.

2. Assignment. Assignor hereby assigns to Assignee, and City hereby consents to said assignment, all of its rights, title and interest in and to the Lease with the City including any and all rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.

3. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease with the City. All terms and

conditions of the Lease, including environmental, remain in full force and effect and are not altered, amended or modified by the assignment of the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same.

4. No Warranty. City agrees to the assignment of the Lease and the leased premises only on an “As Is” basis without warranty. City makes no warranties or representations about the safety or suitability of the leased premises or property for any use. Any and all warranties, whether statutory, oral, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose are expressly declined.

5. Entire Agreement. This Assignment embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Assignment may be amended or modified only by written instrument of equal formality signed by the parties or their duly authorized agents.

6. Governing Law. This Assignment and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Assignment shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

7. Authority. The persons signing this Assignment warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date set forth below.

EXECUTED THIS THE _____ day of June, 2018.

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

ASSIGNOR:
Midwestern Wheels, Inc.

By: William J. Wallschlaeger

Title: President

Date: _____

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

ASSIGNEE:
Avis Budget Car Rental, LLC

By: David Blaskey

Title: Executive Vice President

Date: _____

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT GRANTED:
City of La Crosse

By: _____

Title: _____

Date: _____