

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

Consent to Sublease

RESERVED FOR RECORDING

THIS INSTRUMENT executed the _____ day of _____, 2009, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630; **GREG SHAFFER, WINTON DOUGLAS & DUSTIN SHAFFER**, whose address is 32720 Echo Drive, Leesburg, FL 34788 (hereafter referred to jointly as "Sublessor"), whose address is 9020 Airport Boulevard, Leesburg, FL 34788; and **WINGOVER AEROBATICS LLC**, (hereafter referred to as "Sublessee"), whose address is 9020 Airport Boulevard, Leesburg, FL 34788,

WITNESSETH:

That Sublessor and the City previously entered into a Lease Agreement (the "Lease") pertaining to certain real property at 9020 Airport Boulevard, Leesburg Regional Airport, Leesburg, FL 34788. Sublessor proposes to sublease a portion of these premises to Sublessee. The purpose of this document is to provide written evidence of the consent by the City to the Sublease from Sublessor to Sublessee.

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 execution of a Sublease from Sublessor to Sublessee, subject to the following conditions:

1. Use by Sublessee of the hangar located on the leased property shall be limited to those uses permitted by the Lease as originally executed or as later modified between City and Sublessor. Sublessee understands and acknowledges that the purpose of 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, Sublessee 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. If any aircraft maintenance, storage of fuel, petroleum products, solvents, or other substances creating a fire hazard, or other activity which creates or increases the hazard of fire at the hangar, is to be performed inside the hangar, before any such activity is undertaken the hangar must be inspected by the City's Fire Marshall and the hangar will have to be modified, at Sublessee's expense, to meet the fire and safety code requirements specified by the Fire Marshall.

3. The actual Sublease shall be accomplished in writing and the form of the Sublease shall be submitted to the City Attorney for approval prior to closing on the Sublease.

4. Neither this Consent, nor the Sublease shall be construed to relieve Sublessor of any liability under the Lease, and Sublessor shall remain fully, jointly and severally liable on the Lease subsequent to the Sublease.

5. Sublessee understands and agrees that the City undertakes no responsibility for the physical condition of the hangar or 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, nor does the City incur any liability or responsibility to Sublessee directly.

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

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

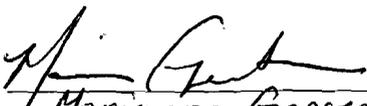
THE CITY OF LEESBURG, FLORIDA

BY: _____
LEWIS PUCKETT, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

Approved as to form and content:

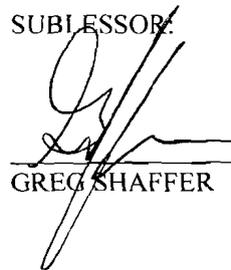
CITY ATTORNEY



Marianna Gerstenkorn
(Type or print name of witness)



Mike Ridge
(Type or print name of witness)

SUBLESSOR:


GREG SHAFFER

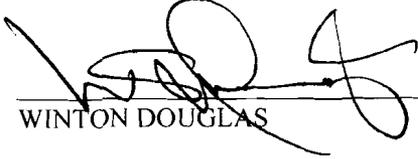


Marianna GERSTENKORN
(Type or print name of witness)



Mike Ridge
(Type or print name of witness)

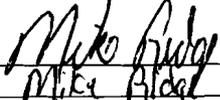
SUBLESSOR:



WINTON DOUGLAS



Marianna GERSTENKORN
(Type or print name of witness)

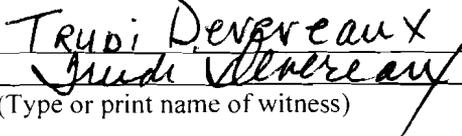


Mike Ridge
(Type or print name of witness)

SUBLESSOR:



DUSTIN SHAFFER



Trudi Deneveau
(Type or print name of witness)



Connie Dalton
(Type or print name of witness)

WINGOVER AEROBATICS, LLC

BY: 

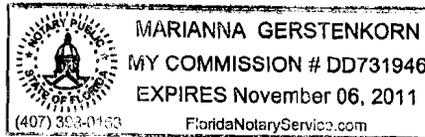
KATHY HIRYZ, Managing Member

STATE OF Florida
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared GREG SHAFFER, WINTON DOUGLAS and DUSTIN SHAFFER, who acknowledged before me on this 22nd day of September, 2009, that they executed the foregoing instrument, and who were either {CHECK ONE} personally known to me, or who produced _____ as identification.

Marianna Gerstenkorn
NOTARY PUBLIC
Marianna Gerstenkorn
Type or print name of Notary

DD 731946
Commission Number
11-6-11
Commission Expiration Date



STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared LEWIS PUCKETT, as Mayor, and BETTY RICHARDSON, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on this _____ day of _____, 2009, 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

Type or print name of Notary

Commission Number

Commission Expiration Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared KATHY HIRTZ, as Managing Member of WINGOVER AEROBATICS LLC, who acknowledged before me on this 10 day of September, 2009, that she executed the foregoing instrument on behalf of that entity, and who was either {CHECK ONE} personally known to me, or who produced _____

_____ as identification.

Gerid Kime
NOTARY PUBLIC
Gerid Kime
Type or print name of Notary

436538
Commission Number
FEB 9 2013
Commission Expiration Date



**LEESBURG AIRPORT
OFFICE/HANGAR SPACE RENTAL AGREEMENT**

This OFFICE/HANGAR SPACE RENTAL AGREEMENT (the "Agreement") entered into this **1st** day of **October 2009** by and between Greg Shaffer, Winton Douglas, and Dustin Shaffer ("Landlord") and WingOver Aerobatics LLC ("Tenant").

In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and in consideration of the rental hereinafter designated to be paid, Landlord hereby rents the described premises unto Tenant, its successors, grantees and assigns, and Tenant does hereby hire and rent the below described property:

1. Description of the Office Space and Hangar Space:

Landlord hereby rents to Tenant "Office and Hangar Space" located at Leesburg Airport. The Office Space shall be used and occupied by Tenant for:

WingOver Aerobatics LLC will operate an aerobatic rides and training facility at the Leesburg Airport, at the address of:

**9020 Airport Blvd
Leesburg, FL 34788**

Hangar space will include a 50' x 50' section for their aircraft storage and maintenance.

2. Term:

The term of this Agreement shall commence on **October 1st, 2009**, and shall continue in effect for twelve (12) months, unless termination under the terms of this Agreement, and shall terminate on **September 30, 2010**.

However, the Landlord shall have the unilateral right to reevaluate the Agreement every thirty (30) days to assess the Tenants compliance with this Agreement.

3. Rent:

For the use of the Office/Hangar Space, Tenant shall pay the Landlord the rental amount of One thousand five hundred dollars for rent, one hundred fifty dollars for Utilities and sales tax of one hundred five for a total of \$1755 (\$1500 rent + \$150 Utilities + 105 sales tax = \$1755) per month, payable in advance before the first day of each month. This rate shall be reviewed every 12 months by the Landlord and rental rates shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index, all products as published by the United States Department of Commerce, an appraisal, or other means designated by the Landlord. Subsequent to such review, the monthly rental rate may be changed upon thirty (30) days notice to the Tenant.

The Landlord hereby acknowledges a Security Deposit of **\$1500**. Said Security Deposit shall be returned to Tenant at the termination of this agreement, providing that the leased premises are returned in good order, normal wear and tear excepted, and the Tenant has complied with all the provisions of this agreement.

If the Tenant makes any monthly payments more than ten (10) days after the payment is due and owing, the Landlord reserves the right to access a **\$25.00** late charge per day beginning with the eleventh (11th) day after payment is due. In the event that this agreement is terminated on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of

 **Initial**

days in that month during which the premises were enjoyed by the Tenant. Monthly rental checks shall be made payable to the Shaffer Aviation and mailed or delivered to:

Shaffer Aviation
9020 Airport Blvd
Leesburg, FL 34788

4. Obligations of Landlord:

Landlord will maintain the structural components of the Space, including doors and door mechanisms and normal building maintenance without additional cost to Tenant. Tenant shall have at all times the right of ingress to and egress from the rented premises. To ensure this right Landlord shall make all reasonable efforts to keep adjacent areas to the rented premises free and clear of all hazards and obstructions, natural or manmade.

5. Obligations of the Tenant:

a. Office: The Office shall be used only for use of the above identified usage unless otherwise approved by the Landlord or their designated representative.

b. Building Maintenance and Repair: The Tenant shall maintain the office in a neat and orderly condition, and shall keep the floor clean and clear of oil, grease, and or toxic chemicals. No hazardous or flammable materials will be stored within or about the office unless stored within an EPA or local fire marshal approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the office.

The Tenant shall be responsible for all damage to the leased premises caused by the Tenant's negligence or abuse. The Tenant shall be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Tenant's negligence or abuse. In the event the Tenant does not promptly repair any damaged premises, or property, for which the Tenant is responsible, the Landlord reserves the right to make such repairs, at the Tenant's expense, which shall become due and payable as part of the Tenant's next monthly rental payment.

Any and all repairs, maintenance, or improvements made by tenant shall be accomplished in accordance with the Lake County Building/Fire Codes. Tenant shall make no structural, electrical, or other modification to the premises without first obtaining Landlord's written permission and obtaining permit(s), if required.

d. Commercial Activity: Tenant shall conduct only approved commercial activity from in or around the office and Hangar.

e. Compliance with Laws: Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by Federal, State, or Local government agency or by Landlord. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenants agree to keep themselves informed of future changes in the existing environmental laws.

Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of

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protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

e. Fire Extinguisher. Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the [Airport Manager/Executive Director/City Manager, etc.] or their designated representative. The Landlord shall maintain at all times, in the Hangar, an approved twenty pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed.

f. Termination. On the termination of this Agreement, by expiration or otherwise, Tenant shall immediately surrender possession of the Office Space and shall remove any and all other property therein, leaving the Office in the same condition as when received, ordinary wear and tear expected. Tenant shall be liable for any and all damage to the Office caused by Tenant's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to improper use or negligent by Tenant.

g. Utilities. Landlord will provide water, electricity and solid waste pick-up for an additional one hundred fifty dollars (\$150) per month

6. Sub-Agreement/Assignments:

Tenant agrees not to sub-agreement the Office Space or to assign this Agreement without prior written approval of Landlord.

7. Condition of Premises:

Tenant shall accept the Office Space in its present condition without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about said Office Space.

8. Alterations:

Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Office without the prior written approval of Landlord and proper building permits. All fixtures installed or additions and improvements made to the Office shall become Landlord's property and shall remain in the Office at the termination of this Agreement without compensation or payment to Tenant.

9. Insurance:

Tenant agrees to maintain, at its own expense, insurance on their own aircraft and property kept in the Hangar and Office. Tenant will be listed as additionally insured on Landlord's premises liability insurance policy.

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10. Liability

Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.

- a. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.

11. Casualty

In the event the Office Space or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Office is not rendered unusable by such damage. If the Office is rendered unusable and Landlord elects to repair the Office, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant, its employees, agents or invitees. If such damage was caused by the Tenant, its employees, agents or invitees the rent shall not abate. If the Office is rendered unusable and Landlord elects not to repair the Office, this Agreement shall terminate.

12. Default:

This Agreement shall be breached if:

- (a) Tenant shall default in the payment of any rental payment hereunder;
- (b) Tenant shall default in the performance of any other covenant herein, such default shall continue for five (5) days after receipt by Landlord or notice thereof from Landlord;
- (c) A petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement);
- (d) Tenant assigns his/her property for the benefit of creditors; or
- (e) Landlord determines after a reevaluation the Tenant is not in compliance with the terms of the Agreement on a routine/consistent basis.

In the event of any breach of this Agreement by the Tenant, Landlord shall, at their earliest option, and without further notice, have the right to terminate this Agreement and to remove any other property of Tenant from the Office/Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Tenant expressly waives the service of any notice. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity including but not limited to court costs and attorneys fees for bringing legal action against the tenant.

13. Sixty (60) Day Termination:

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving sixty (60) days' prior written notice.

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14. Notice:

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

(a) If to Landlord, addressed to: Dustin Shaffer

(b) If to Tenant, address to:

KATHY HIRTZ
5720 CRESTVIEW DRIVE
LADY LAKE, FLORIDA 32159

phone # 341-653-7961

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

15. Lessor's Right to Inspect

Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.

16. Waiver:

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

17. Entire Agreement:

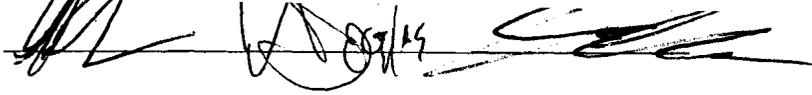
This agreement constitutes the entire understanding between the parties, and as of its effective date, abides by all conditions of the original lease between the Sims' and the City of Leesburg. Any change or modification hereof must be in writing, signed by both parties and approved by the City of Leesburg.

KA Initial

18. Successors Bound:

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above

Three handwritten signatures in black ink, appearing to be initials or names, positioned above the tenant's signature.

Tenant,

WingOver Aerobatics LLC

(Sign) [Signature] member