

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 1 day of May, 2010, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630; **AEROSTAT, INC.** (hereafter referred to as "Assignor"), whose address is 8830 Airport Boulevard, Leesburg, FL 34788; and **JERRY MOYE d/b/a MOYE AVIATION** (hereafter referred to as "Assignee"), whose address is 33864 Overton Drive, Leesburg, FL 34788,

WITNESSETH:

That Assignor and the City previously entered into a Lease Agreement (the "Lease") pertaining to certain real property at 8703 Airport Boulevard, Leesburg, FL 34788, Leesburg International Airport, Leesburg, FL 34788. Assignor now desires to sublease the premises to Assignee, which requires the consent of the City. The purpose of this document is to provide written evidence of the consent by the City to the sublease from Assignor to Assignee.

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 assignment of the Lease from Assignor to Assignee, subject to the following conditions:

1. Use by Assignee of the hangar located on the leased property shall be limited to those uses permitted by the Lease as originally executed. Assignee understands and acknowledges that the purpose of this 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, Assignee 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 Assignee'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 shall be submitted to the City for approval prior to closing on the sublease.

4. Neither this Consent, nor the sublease from Assignor to Assignee, shall be construed to relieve Assignor of any liability under the Lease, and Assignor shall remain fully, jointly and severally liable on the Lease subsequent to the sublease, unless and until released from liability by a written instrument signed on behalf of the City after receiving approval from the City Commission at a duly noticed public meeting.

5. Assignee 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. The City does acknowledge that as of the date of this Consent there exist no material violations of the Lease on the part of Assignor.

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

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
DAVID KNOWLES, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

Approved as to form and content:

CITY ATTORNEY

AEROSTAT, INC.

BY: _____
LEWIS PUCKETT, President

Steve Mays

(Type or print name of witness)

Lyndsey Wertz

(Type or print name of witness)

Steve Moye
Steve Moye
(Type or print name of witness)

Jerry Moye
JERRY MOYE

Lynndsey Wertz
Lynndsey Wertz
(Type or print name of witness)

STATE OF Florida
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared LEWIS PUCKETT, as President of AEROSTAT, INC., who acknowledged before me on this 1 day of May, 2010, that he executed the foregoing instrument, and who was either {CHECK ONE} personally known to me, or who produced _____ as identification.

Nancy J. Wertz
NOTARY PUBLIC



Type or print name of Notary

Commission Expiration Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared DAVID KNOWLES as Mayor, and BETTY RICHARDSON, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on this _____ day of _____, 2010, 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

Commission Number

Type or print name of Notary

Commission Expiration Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared JERRY MOYE, who acknowledged before me on this 1 day of May, 2010, that he executed the foregoing instrument, and who was either {CHECK ONE} personally known to me, or who produced _____ as identification.

Nancy J. Wertz
NOTARY PUBLIC



Type or print name of Notary

Commission Expiration Date