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

Consent to Assignment of Lease

RESERVED FOR RECORDING

THIS INSTRUMENT executed the _____ day of June, 2007, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630; **RONN WALKER AVIATION SERVICES, INC. d/b/a Tropical Helicopter** (hereafter referred to as "Assignor"), whose address is 20610 Bill Collins Road, Eustis, FL 32736; and **TROPICAL HELICOPTER, LLC**(hereafter referred to as "Assignee"), whose address is 32746 Echo Drive, Leesburg, FL 34788,

WITNESSETH:

That Assignor is the owner and holder of a Lease executed originally between the City and Florida Crushed Stone Company (the "Lease") pertaining to certain real property at 32746 Echo Drive, Leesburg Regional Airport, Leesburg, FL 34788 and improvements thereon including a hangar. Assignor now desires to assign the Lease 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 assignment of the Lease 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 assignment of the Lease shall be accomplished in writing and the form of the assignment shall be submitted to the City for approval prior to closing on the assignment of the Lease.

4. Neither this Consent. nor the assignment of the Lease 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 assignment of the Lease, 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. The term of the Lease is not extended at this time; however, when the Lease expires of its own accord Assignee shall have the right of first refusal to lease the premises for an additional twenty (20) years, with the rent to be determined by a professional evaluation of the prevailing rental rates for comparable hangar space at this and other, similar airports. If Assignee does not exercise this right by entering into a new lease within not more than sixty (60) days from the date the current Lease expires, Assignee shall be presumed conclusively to have waived this right of first refusal to lease.

7. 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: _____
SANNA HENDERSON, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

Approved as to form and content:

_____
CITY ATTORNEY

RONN WALKER AVIATION
SERVICES, INC.

Tammy Kimball
Tammy Kimball
(Type or print name of witness)

BY: _____
RONALD J. WALKER, President

Jaime Queen
JAIME QUEEN
(Type or print name of witness)

TROPICAL HELICOPTER, LLC

Tammy Kimball
Tammy Kimball
(Type or print name of witness)

BY: _____
ADAM S. CALLOW,
Managing Member

Jaime Queen
JAIME QUEEN
(Type or print name of witness)

STATE OF Florida
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared RONALD J. WALKER, as President of RONN WALKER AVIATION SERVICES, INC., who acknowledged before me on this ____ day of June, 2007, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

_____
NOTARY PUBLIC

Diane L Gibson Smith
Type or print name of Notary

Notary Public State of Florida
Diane L. Gibson Smith
My Commission DD518621
Expires 04/01/2010

Commission Number

Commission Expiration Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared SANNA HENDERSON as Mayor, and BETTY RICHARDSON, as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on this _____ day of _____, 2007, 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 Adam S. Callow, as Managing Member of Tropical Helicopter, LLC, who acknowledged before me on this 7th day of June, 2007, that he executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☒ produced FL Driver's License as identification.

Notary Public State of Florida
Diane L Gibson Smith
My Commission DD518621
Expires 04/01/2010

NOTARY PUBLIC	Commission Number
Diane L Gibson Smith Type or print name of Notary	Commission Expiration Date