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 _____, 2010, among **THE CITY OF LEESBURG, FLORIDA** (hereafter the "City"), whose address is P.O. Box 490630, Leesburg, Florida 34749 – 0630; **ADAM S. CALLOW**, whose address is 32746 Echo Drive, Leesburg, FL 34788 (hereafter referred to jointly as "Sublessor"); and **EXUM AVIATION, KEITH EXUM & RUSSELL BROWN** (hereafter referred to jointly and severally as "Sublessee"), whose address is 32736 Echo Drive, Leesburg, FL 34788,

WITNESSETH:

That Sublessor and the City previously entered into a Lease Agreement (the "Lease") pertaining to certain real property at 32746 Echo Drive, 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: _____
DAVID KNOWLES, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

Approved as to form and content:

_____
CITY ATTORNEY

SUBLESSOR:

FAITH BOICOURT
_____
(Type or print name of witness)

Lisa A. White
_____
(Type or print name of witness)

_____
ADAM S. CALLOW

SUBLESSEE: EXUM AVIATION, LLC

JASON SLUVEY
Joan John
(Type or print name of witness)

BY: _____
KEITH EXUM, Individually and as President

John Francis
(Type or print name of witness)

RC Brown
RUSSELL C. BROWN, Individually

STATE OF Colorado
COUNTY OF Mesa

BEFORE ME, the undersigned Notary Public, personally appeared ADAM S. CALLOW, who acknowledged before me on this August day of 2nd, 2010, that he executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☒ produced Drivers License as identification.

Jeri M Bradford
NOTARY PUBLIC

Commission Number

Jeri M. Bradford
Type or print name of Notary

4-22-2012
Commission Expiration Date

JERI M. BRADFORD
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/22/2012

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 KEITH EXUM, individually and as President of Exum Aviation, LLC, and Russell C. Brown, individually, who acknowledged before me on this 29 day of July, 2010, that they executed the foregoing instrument on behalf of that entity, and who were either {CHECK ONE} ☑ personally known to me, or who ☐ produced _____ _____ as identification.

Amanda Ritter NOTARY PUBLIC

DD 701099 Commission Number

AMANDA RITTER Type or print name of Notary

Aug 01, 2011 Commission Expiration Date

AMANDA RITTER
Notary Public - State of Florida
My Commission Expires Aug 1, 2011
Commission # DD 701099
Bonded Through National Notary Assn.