

CONSENT TO ASSIGNMENT AND RELEASE

This Consent to Assignment and Release (this “**Release**”) is executed as of _____, 2014 (the “**Effective Date**”), by and between **Greater Orlando Aviation Authority**, (“**Aviation Authority**”), whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32819, **Showalter Flying Service, Inc.**, a Florida corporation (“**Assignor**”), whose mailing address is 400 Herndon Ave. Orlando, FL 32803-5134 and **Atlantic Aviation-Orlando Executive LLC**, a Delaware limited liability company whose address is 6652 Pinecrest Drive, Suite 300 Plano, TX 75024 (“**Assignee**”).

WHEREAS Assignor is the fixed base operator under that certain Orlando Executive Airport Amended and Restated Lease Agreement effective Fixed Base Operator Lease Agreement, effective as of January 1, 1997, as amended, by and between Aviation Authority and Assignor, as (as amended, the “**Lease**”), affecting the land described therein; and

WHEREAS, Assignor desires to assign and Assignee desires to assume all rights, duties and obligations of the Lease, concurrently with the execution of this Consent to Assignment; and

WHEREAS, the Aviation Authority has the right to approve of such assignment; and

WHEREAS, the Aviation Authority desires to release Assignor to the extent contemplated herein below; and

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

CONSENT TO ASSIGNMENT AND RELEASE

The Aviation Authority hereby consents to the assignment of the Lease to Assignee. This consent is conditioned upon the obligations and conditions precedent set forth herein and Assignee must reaffirm the terms of the Lease and obligate itself to comply with all of the terms and conditions of the Lease, as amended from time to time, as well as all obligations under this Consent to Assignment. In the event that Assignee fails to satisfy any conditions precedent, the Aviation Authority reserves the right to terminate this Consent to Assignment, or waive all, or part, of any conditions precedent hereto.

The Aviation Authority hereby releases Assignor from its obligations under the Lease except for Assignor shall remain liable for any environmental liability under the Lease and for any third party claims arising from any acts or omissions from the Effective Date of the Lease through date Assignee assumes the Lease.

CONFIRMATION OF LEASE

The Parties certify and confirm the following:

1. The Lease is in full force and effect;

2. Assignee, in accepting the Assignment, assumes and agrees to be bound by all of the obligations, duties and liabilities that accrue after the effective date hereof or hereafter arising under the Lease.

3. The Lease is a complete statement of the agreement between the Aviation Authority and Assignor and the Aviation Authority and Assignee.

4. The Lease has not been modified, amended or otherwise altered, except as provided herein;

5. To the knowledge of the Aviation Authority, no uncured default, or event of default, exists under the Lease;

6. Except as provided herein, the Lease has not been transferred, assigned, encumbered, or conveyed by the Aviation Authority;

7. As a condition precedent to this Consent to Assignment, Assignee shall furnish to the Aviation Authority all evidence of insurance required by the Lease, concurrently with the execution of this Consent to Assignment.

[THIS SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

**GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci Brunette-Snyder
Secretary

By: _____
Phillip N. Brown, A.A.E.
Executive Director

APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 201__ for the use
and reliance of the Greater Orlando Aviation
Authority, only.

By: _____
Marchena and Graham, P.A.
Date: _____

WITNESSES:

Signature

Printed Name

Signature

Printed Name

WITNESSES:

Signature

Printed Name

Signature

Printed Name

ASSIGNOR:
**SHOWALTER FLYING SERVICES,
INC.**

By: _____
Name: _____
Title: _____

ASSIGNEE:
**ATLANTIC AVIATION-ORLANDO
EXECUTIVE LLC**

By: _____
Name: _____
Title: _____

JOINDER

The CITY OF ORLANDO hereby joins in this CONSENT TO ASSIGNMENT AND RELEASE dated _____, 201__ solely in acknowledgement of the City of Orlando's consent to the assignment and release contemplated herein of the Lease.

Dated _____, 201__.

ATTEST:

Printed Name: _____

CITY OF ORLANDO

By: _____

Printed Name: _____

Title: _____

Draft