

ASSIGNMENT AND ASSUMPTION OF LEASE
WITH CONSENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE WITH CONSENTS (this "Assignment and Assumption") is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and among ECKO AIR, LLC, a Florida limited liability company, whose mailing address is 627 East Government Street, Pensacola, Florida 32502 ("Assignor"); BLUE AIR TRAINING LLC, a Florida limited liability company, whose mailing address is 11411 Southern Highlands Parkway, Suite 330, Las Vegas, Nevada 89141 ("Assignee"); and CITY OF PENSACOLA, a municipal corporation of the State of Florida, whose mailing address is 222 West Main Street, Pensacola, Florida 32502 ("City").

WITNESSETH

City, as lessor, and Assignor, as lessee and "Operator", have entered into a certain Lease Agreement dated August 18, 2004, as amended by Amendment No. 1 dated March 16, 2005, Amendment No. 2 dated July 25, 2005, Amendment No. 3 dated May 25, 2010, and Amendment No. 4 dated March 31, 2017 (collectively, the "Lease") whereby City has leased to Assignor, and Assignor has leased from City, certain real property at Pensacola International Airport, formerly known as Pensacola Regional Airport (the "Airport"):

WHEREAS, Assignor desires to assign all of its right, title, interest and leasehold estate in, to and under the Lease to Assignee, and Assignee desires to assume all of Assignor's duties, liabilities and obligations under the Lease; and

WHEREAS, Assignor has requested that the City give its written consent to this Assignment and Assumption, and the City is willing to do so upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions herein after set forth, Assignor, Assignee, and City hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, interest and leasehold estate in, to and under the Lease.
2. Assumption. Assignee hereby assumes and agrees to pay and perform all duties, liabilities and obligations of Assignor under the Lease, whether such duties, liabilities or obligations arose, accrued or were to be paid or performed prior to the date of this Assignment and Assumption, or arise, accrue or are to be or paid or performed on or after the date of this Assignment and Assumption.
3. Consent of City. City hereby gives it written consent to this Assignment and Assumption.

4. No Release of Assignor. Pursuant to Article XXXII of the Lease, it is expressly understood and agreed that Assignor is not hereby released from any of its duties, liabilities or obligations under the Lease, but rather shall continue to be liable, jointly and severally, with Assignee for the fulfillment of all terms and conditions of this Lease, whether arising or accruing on, before or after the Effective Date of this Assignment and Assumption.

5. Notices.

(a) Assignee's address for delivery of notices to Assignee pursuant to Article XXXVI of the Lease is:

Blue Air Training LLC
11411 Southern Highlands Parkway
Suite 330
Las Vegas, Nevada 89141

(b) City acknowledges that inasmuch as Assignor remains liable under the Lease as provided in Section 4 above, City shall give the Assignor the same written notices of tenant defaults and opportunities to cure tenant defaults as City is obligated to give to Assignee as Operator under the Lease. Assignor's address for delivery of such notice to Assignor is:

ECKO Air, LLC
George W. Estess
627 East Government Street
Pensacola, Florida 32502

(c) City's address for delivery of notices to City pursuant to Article XXXVI of the Lease is:

Airport Director
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

The parties may from time to time designate, in writing, changes to the addresses stated above.

6. No Implied Amendment to Lease. Except as expressly set forth hereinabove, none of the terms or provisions of this Assignment and Assumption shall be deemed to modify or amend by implication any of the terms or provisions of the Lease.

7. Miscellaneous. The recitals set forth above are true and correct and are hereby incorporated herein by reference. This Assignment and Assumption sets forth the entire agreement and understanding by and among the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, whether written or verbal, are hereby superseded. This Assignment and Assumption shall not be modified or amended except by a written instrument duly executed by all parties hereto. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of Florida. The "Effective Date" of this Assignment and Assumption as first set forth above shall be the date that the last party hereto executes this Assignment and Assumption.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed in triplicate and sealed the day and year first above written.

ASSIGNOR:

Signed, sealed and delivered
in the presence of:

ECKO AIR, LLC,
A Florida limited liability company

Print Name: _____

By: _____
Managing Member

Print Name: _____

Date of Execution: _____

NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

NOTARY PUBLIC

ASSIGNEE:

BLUE AIR TRAINING LLC,
A Florida limited liability company

By: _____
Managing Member

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

ATTEST:

City Clerk, Ericka L. Burnett

Legal in form and valid as drawn:

By: _____
City Attorney

NOTARY PUBLIC

CITY:

CITY OF PENSACOLA,
A municipal corporation of the
State of Florida

By: _____
Mayor, Grover C. Robinson, IV

(AFFIX CITY SEAL)

Approved as to Substance:

Department Director/Division Head