

Prepared by and Return to:

Mark D. Euster, Esquire
Weissmann Zucker Euster Morochnik P.C.
3490 Piedmont Road NE
Suite 650
Atlanta, GA 30305

Cross Reference to:
Deed Book 10843, Page 426,
DeKalb County, Georgia Records

CONSENT TO ENCUMBERANCE AND ESTOPPEL CERTIFICATE

THIS CONSENT TO ENCUMBERANCE AND ESTOPPEL CERTIFICATE (this "Agreement") is made as of the __ day of _____, 2017 between DeKalb County, a political subdivision of the State of Georgia ("Ground Lessor") and Branch Banking and Trust Company ("Leasehold Mortgagee"):

WITNESSETH:

WHEREAS, there is an unrecorded Lease between DeKalb County, a political subdivision of the State of Georgia and Nonami Aircraft Facility Associates, a Georgia general partnership dated September 3, 1996 as evidenced by Assignment of Lessee's Interest in Lease from Nonami Aircraft Facility Associates, a Georgia general partnership, and Turner Enterprises, Inc., a Delaware corporation, to Kellett Investment Aviation Services, Inc., a North Carolina corporation, dated July 8, 1999, filed for record September 9, 1999 at 11:25 a.m., recorded in Deed Book 10843, Page 426, aforesaid Records; as affected by Quitclaim Deed from Nonami Aircraft Facility Associates, a Georgia general partnership, and Turner Enterprises, Inc., a Delaware corporation, to Royal Oak Enterprises, Inc., a Delaware corporation, dated December 2, 1996, filed for record December 30, 1996 at 8:30 a.m., recorded in Deed Book 9265, Page 715, aforesaid Records; as amended by Lease Amendment No.1 to Contract No. 96-6670 by and between DeKalb County, a political subdivision of the State of Georgia, and Kellett Investment Aviation Services, Inc., a corporation organized and existing under the laws of the State of North Carolina, dated August 1, 1999, filed for record March 6, 2000 at 12:25 p.m., recorded in Deed Book 11236, Page 599, aforesaid Records; as assigned by Assignment of Lessee's Interest in Lease from Kellett Investment Aviation Services, Inc., a North Carolina corporation, to Kellett Family Partners, L.P., a Georgia limited partnership, dated as of December 12, 2000, filed for record January 29, 2001 at 11:45 a.m., recorded in Deed Book 11831, Page 224, aforesaid Records; as further assigned by Assignment of Lessee's Interest in Lease from Kellett Family Partners, L.P., a Georgia limited partnership, to Helix X Holdings, LLC, a Georgia limited liability company, dated April 25, 2008, filed for record May 2, 2008 at 8:39 a.m., recorded in Deed Book 20791, Page 271, aforesaid Records; as further affected by Consent to Assignment, DeKalb County Contract No. 07-800267 (formerly No. 96-6670) by DeKalb County, a political subdivision of the State of Georgia, dated April 22, 2008, filed for record May 2, 2008 at 8:39 a.m., recorded in Deed

Book 20791, Page 275, aforesaid Records (collectively "Lease Agreement"), which Lease Agreement covers certain premises (the "Premises") more particularly described on Exhibit "A", attached hereto and made a part hereof (herein, said Lease Agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter, with the consent of Leasehold Mortgagee, entered into, are collectively called the "Ground Lease");

WHEREAS, Leasehold Mortgagee has agreed to make a loan to Helix X Holdings, LLC ("Ground Lessee") secured, among other things, by the security title of a leasehold deed to secure debt encumbering the leasehold estate on the Premises (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into collectively called the "Deed"); and

WHEREAS, the parties hereto desire to set forth their agreements with respect to their relative rights, duties and obligations in and to the Lease, as hereinafter set forth.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Lessor Certification Ground Lessor hereby certifies to Leasehold Mortgagee and Stewart Title Guaranty Company that:

- A. The Ground Lease is in full force and effect and has not been modified, supplemented, or amended except as set forth above, and Ground Lease represents the entire agreement between the parties as to the Premises and all easements benefiting or burdening the Premises.
- B. No uncured default, or event that with the passage of time or the giving of notice, or both, would constitute a default, exists under the Ground Lease on the part of Ground Lessee or any predecessor in interest of the Ground Lease.
- C. Pursuant to Section 22 (A) of the Ground Lease, Ground Lessor consents to Lessee's encumbrance of the Premises as follows: Ground Lessee entering into a \$1,337,710.00 loan dated on or about August 19, 2016 and maturing on or about August 5, 2022 with Leasehold Mortgagee ("Loan") and consents to Ground Lessee encumbering its interest in the leasehold estate in the Premises by entering into a leasehold deed to secure debt ("Leasehold Mortgage") to partially secure the promissory note evidencing the Loan.

2. Ground Lessor's Cure Rights: Pursuant to Section 22 of the Ground Lease, Leasehold Mortgagee agrees to provide Ground Lessor with notice of an event of default by Ground Lessee under the Loan or a foreclosure action of the Leasehold Mortgage within ten (10) days of such event of default or foreclosure action. Pursuant to Section 22 (D) of the Lease, Ground Lessor shall have the "first option" to either assume or payoff the Leasehold Mortgage within 30 days after receiving notice of an event of default and foreclosure from Leasehold Mortgagee.

3. Leasehold Mortgagee's Cure Rights: Pursuant to Section 22(B) of the Ground Lease, if the Ground Lessee defaults in the performance of any covenant or provision in the Ground Lease, Leasehold

Mortgagee shall have the right, but not the obligation, to cure any such default in the time period provided in the Ground Lease for Ground Lessee to cure said default plus an additional ten (10) days.

4. Written Notice to Leasehold Mortgagee: Ground Lessor agrees that this Agreement constitutes written notice pursuant to 22(A) (i) and (ii) of the Ground Lease and that all notices sent to Leasehold Mortgagee pursuant to this section, this Agreement and the Ground Lease will be sent to Leasehold Mortgagee at the address below.

5. Notices: Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set forth herein, or (ii) the third business day after the deposit thereof in the United States mail, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at the following addresses:

Leasehold Mortgagee:

Branch Banking and Trust Company
271 17th Street N.W.
Suite 900
Atlanta, GA 30363-6216
Attention: Adam T. Ogburn, Senior Vice President

With a copy to:

Weissmann Zucker Euster Morochnik P.C.
3490 Piedmont Road NE
Suite 650
Atlanta, GA 30305
Attention: Mark D. Euster, Esq.

Ground Lessor:

DeKalb County, a political subdivision of the State of Georgia
2000 Airport Road
Suite 212
Atlanta, GA 30341

By notice complying with this section, any party may from time to time designate a different address in the United States as its address for the purpose of the receipt of notice hereunder.

6. Existing Ground Lease Agreement: The existing Ground Lease Agreement between the parties hereto dated on or about December 18, 2013 is recorded in Deed Book 24196, page 300 of DeKalb County, Georgia real estate records.

7. Reliance: Ground Lessor recognizes that Leasehold Mortgagee would not make a loan to Ground Lessee secured by the Premises, and that Stewart Title Guaranty Company would not issue its title insurance policy without exceptions for the matters addressed above, but for its execution of this Ground Lease Agreement. The statements contained herein may be relied upon by Ground Lessee, Leasehold Mortgagee, and Stewart Title Guaranty Company and their respective successors

and assigns. This Ground Lease Agreement shall be binding on Ground Lessor and its successors and assigns.

8. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereof, and their respective successors and assigns.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representatives this ____ day of _____, 2017.

DEKALB COUNTY, GEORGIA

by Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

LEASEHOLD MORTGAGEE

Branch Banking and Trust Company
By: _____
Adam F. Ogburn, Senior Vice President

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

Signed, sealed and delivered as
to County in the presence of:

(Seal)
Notary Public
My Commission Expires:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:



APPROVED AS TO FORM:

Sr. Asst. County Attorney Signature

Connie A. Walker
Sr. Asst. County Attorney Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

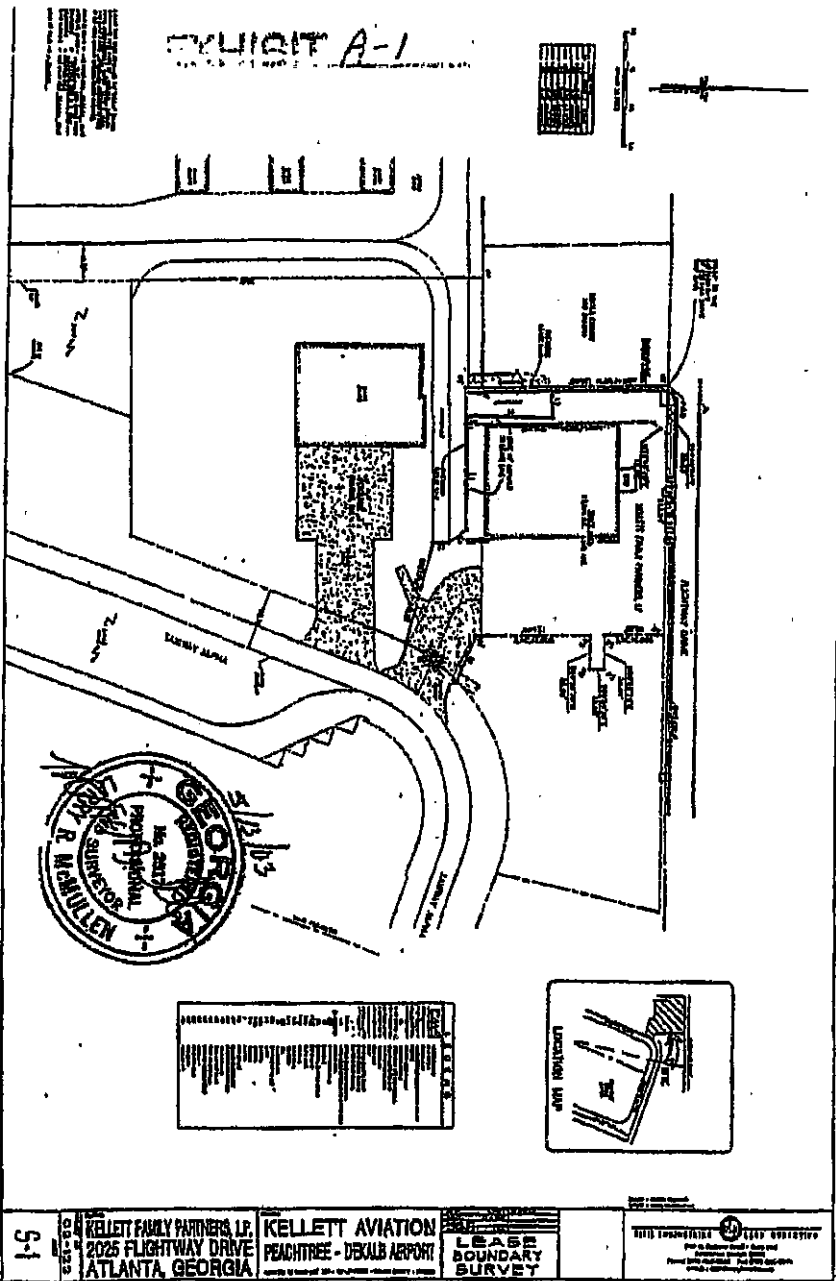
Department Director

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 280 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the southerly right-of-way line of Flightway Drive, said iron being located 590.22 feet easterly from the intersection of the southerly right-of-way line of Flightway Drive and the eastern right-of-way line of Corsair Drive (100' R/W), as measured along the southerly right-of-way line of Flightway Drive; thence proceed along said southerly right-of-way line south 89 degrees 46 minutes 04 seconds east for 264.06 feet to an iron pin set; thence leaving the southerly right of way line of Flightway Drive and running south 00 degrees 34 minutes 30 seconds east for 68.20 feet to an iron pin set; thence proceed north 89 degrees 25 minutes 30 seconds east for 36.00 feet to an iron pin set; thence proceed south 00 degrees 34 minutes 30 seconds east for 16.00 feet to an iron pin set; thence proceed south 89 degrees 25 minutes 30 seconds west for 35.89 feet to an iron pin set; thence proceed south 00 degrees 31 minutes 34 seconds east for 124.49 feet to an iron pin found; thence running South 87 degrees 23 minutes 10 seconds east for 54.46 feet to a point; thence running along an arc of a curve to the left an arc distance of 69.84 feet to a point (said arc being subtended by a chord bearing south 34 degrees 27 minutes 05 seconds west for 69.45 feet); thence running North 75 degrees 19 minutes 47 seconds west for 110.63 feet to a point; thence running north 01 degrees 00 minutes 45 seconds west for 19.80 feet to a point; thence running north 35 degrees 40 minutes 25 seconds west for 23.89 feet to a point; thence running south 89 degrees 37 minutes 09 seconds west for 111.67 feet to a point; thence running south 89 degrees 37 minutes 09 seconds west for 8.67 feet to a point at the edge of an asphalt drive; thence running north 00 degrees 54 minutes 00 seconds east for 90.89 feet to a point; thence running south 87 degrees 25 minutes 16 seconds west for 32.45 feet to a point; thence running north 00 degrees 47 minutes 00 seconds west for 131.68 feet to an iron pin found and the point of beginning, containing 1.448 acres/63,074 square feet and being delineated on that certain lease boundary survey for Kellett Aviation Peachtree-DeKalb Airport, dated January 7, 2003 and bearing the seal of Larry R. McMullen, G.R.L.S. No. 2317, being the same survey recorded at deed book 20791, page 280, DeKalb County, Georgia records, a copy of which is attached hereto as Exhibit A-1.

EXHIBIT A-1



<p>5-1</p>	<p>KELLETT FAMILY PARTNERS, LP, 2025 FLIGHTWAY DRIVE ATLANTA, GEORGIA</p>	<p>KELLETT AVIATION PEACHTREE - DEKALB AIRPORT</p>	<p>LEASE BOUNDARY SURVEY</p>	<p>THIS DOCUMENT IS THE PROPERTY OF LARRY R. MULLEN SURVEYING & CONSULTING, INC. IT IS TO BE KEPT IN THE OFFICE OF THE SURVEYOR AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.</p>
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Surveyed by Larry R. Mullen, State of Georgia, License No. 12345