

After recording return to:

BAY POINT CAPITAL PARTNERS II, LP
3050 Peachtree Road NW, Suite 2
Atlanta, GA 30305
Attn: Chandler Rierson

AGREEMENT

This Agreement is made as of October __, 2019, by DEKALB COUNTY, GEORGIA (the "Landlord"), a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030, and BAY POINT CAPITAL PARTNERS II, LP, a Delaware limited partnership (together with its successors and assigns, the "Lender"), at its office at 3050 Peachtree Road NW, Suite 2, Atlanta, GA 30305.

Recitals

A. The Landlord is the owner of certain land and improvements (collectively, the "Land") known and numbered as 1990 Airport Road, Atlanta, Georgia 30341 and more particularly described on Exhibit "A" attached hereto. The Land and all improvements now or hereafter located thereon are collectively referred to herein as the "Premises".

B. The Premises are currently leased to Select Aviation, LLC (the "Tenant"), a Georgia limited liability company, pursuant to a Lease Agreement dated April 30, 2015, between the Landlord and the Tenant (the "Lease," which term includes all renewals, replacements and modifications thereof).

C. J & B Management Services, LLC, a Nevada limited liability company, an affiliate of the Tenant, has obtained or may obtain a loan (the "Loan") in an initial principal amount of \$5,450,000.00 that will be secured by the Tenant's leasehold interest in the Premises. The initial maturity date of the Loan is August 19, 2026.

D. The Loan was used to payoff a prior loan between the owner of Tenant and Bank of America secured by the Tenant's leasehold interest in the Premises (the "Prior Loan").

E. The Prior Loan was the subject of an agreement between Landlord and Bank of America dated August 24, 2017 (the "Prior Agreement") that this Agreement replaces.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Landlord certifies that as of the date hereof: (a) the Lease is in full force and effect and is enforceable in accordance with its terms; and (b) the Tenant is not in monetary default under the Lease and all rentals due through August 1, 2019, have been paid in full. To the best of the Landlord's knowledge, no defaults exist under the Lease as of the date hereof.

2. The Landlord consents to: (a) the Tenant's grant of a leasehold deed to secure debt (the "Leasehold Security Deed") on the Premises to the Lender as security for the Obligations described in the Leasehold Security Deed; (b) the Tenant's collateral assignment of all of its rights under the Lease to the Lender; and (c) the Lender's enforcement of its rights under the Leasehold Security Deed or any such assignment (including, without limitation, any assignment included in the Leasehold Security Deed). The Landlord shall not permit the Lease to be amended, modified, cancelled, altered or further assigned without the Lender's prior written consent. In addition, the Landlord shall not accept any voluntary surrender of the Lease prior to the end of its stated term. Notwithstanding the foregoing, the Landlord may cancel the Lease or accept a voluntary surrender thereof after the occurrence of a default thereunder subject, however, to the terms hereof.

3. The Lender shall provide the Landlord with written notice of any Event of Default under Leasehold Security Deed or any foreclosure action under the Leasehold Security Deed within ten (10) days of such event in accordance with Section 23A of the Lease. The Lender's failure to provide any such notice within such period shall not, however, impair the Lender's rights under the Leasehold Security Deed or this Agreement.

4. If the Tenant defaults under the Lease or if any event occurs that would give the Landlord the right to terminate, modify, amend or shorten the term of the Lease, the Landlord shall provide the Lender with written notice thereof at the address set forth above, specifying the event or events of default then outstanding. The Landlord shall take no steps to exercise any right it may have under the Lease without first giving the Lender a period of at least thirty (30) days after the Lender's receipt of the notice described above to cure all defaults specified in the notice. At the Lender's request, the Landlord will cooperate with summary proceedings to evict the Tenant and terminate the Lease. If the Lender fails to cure the specified defaults within such thirty (30) day period, then the Landlord shall take no action if: (a) the Lender, during such thirty (30) day period, notifies the Landlord of its intent to realize by foreclosure or otherwise upon its security under the Leasehold Security Deed; (b) the Lender commences within twenty (20) days thereafter and then diligently pursues such realization; and (c) the Lender pays the Landlord, when due, all rent that accrues under the Lease during the period after the Lender's notification to the Landlord as described in this section. The appointment of a receiver at the request of the Lender or any other action to realize upon the Lender's security shall not be deemed to be a default by the Tenant under the terms of the Lease.

5. If the Lender acquires the interest of the Tenant under the Lease or in the Premises at any time by foreclosure or otherwise, then the Lender shall be deemed to have assumed the position of the Tenant under the Lease. Upon such assumption, the Lender shall be required to perform only those obligations of the Tenant that arise, and to pay only the rent that accrues, from and after the date that the Lender acquires such interest (except, however, that nothing set forth herein shall relieve the Lender of its obligation to pay rent when due during the period the Lender is realizing, or attempting to realize, upon its security pursuant to paragraph 4 above).

6. If the Lender assumes, or is deemed to have assumed, the position of the Tenant under the Lease or if the Lender becomes the lessee under any New Lease (as defined below), the Lender shall have the right to assign its interest under the Lease or the New Lease, as applicable, to any person or entity approved as a lessee of the Premises by the Landlord (each, an "Approved Assignee"). Upon any Approved Assignee's assuming and agreeing to perform and to be bound by all of the terms of the Lease or the New Lease, as applicable, the Lender shall be relieved of further liability under the Lease or the New Lease, as applicable. If the Lender at any time requests the Landlord's approval of any person or entity to whom the

Lender may wish to assign its interest under the Lease or the New Lease, as applicable, the Landlord shall not unreasonably withhold, delay or condition its approval of such person or entity.

7. If the Lease is terminated for any reason before its stated expiration date and before its assumption or assignment by the Lender, the Landlord will give notice of such termination to the Lender, and the Landlord will enter into a new lease (the "New Lease") of the Premises with the Lender, or any Approved Assignee designated by the Lender, for the remainder of the term, effective as of the date of such termination, at the rent and upon the covenants, agreements, terms, provisions and limitations then in effect under the Lease, so long as the Lender makes written request upon the Landlord for such New Lease within thirty (30) days from the date of the Lender's receipt of such notice of termination.

8. The Landlord acknowledges and agrees that: (a) the Lender, as the grantee under the Leasehold Security Deed, is a "mortgagee" within the meaning of Section 23 of the Lease; (b) the Landlord has received the written notice required in Section 23A of the Lease with respect to the Leasehold Security Deed (or has waived any requirement that the Tenant or the mortgagee deliver such notice); (c) the Lender, and the Leasehold Security Deed, shall be entitled to all rights and benefits under Section 23 of the Lease; and (d) the Lender's address for notices under such Section is the address first set forth above. In the event of any conflict between the terms of this Agreement and the terms of Section 23 of the Lease, the terms set forth herein shall prevail.

9. This Agreement shall inure to the benefit of the Lender, its successors and assigns, shall be binding upon the Landlord, its assigns, representatives and successors. For purposes hereof, the Landlord's successors and assigns include, without limitation, any and all persons and entities (other than the Lender or its successors or assigns) who at any time acquire an interest in the Premises or in the Landlord's interest under the Lease. This Agreement shall not be modified, terminated or revoked except by written instrument executed by the Landlord and the Lender.

[SIGNATURE PAGES FOLLOW]

Executed as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

DEKALB COUNTY, GEORGIA

Unofficial Witness

By: _____
Michael L. Thurmond, Chief Executive Officer,
DeKalb County, Georgia

(Seal)

Notary Public, State of _____
and County of _____
My commission expires: _____

[Notary Seal]

ATTEST:

Unofficial Witness


By: _____
Barbara H. Sanders, CCC, CMC, Clerk of the Chief
Executive Officer and Board of Commissioners of
DeKalb County, Georgia

(Seal)

Notary Public, State of _____
and County of _____
My commission expires: _____

[Notary Seal]

APPROVED AS TO FORM:


Asst _____
County Attorney

CHAD ALEXIS

APPROVED AS TO SUBSTANCE:



Department Director

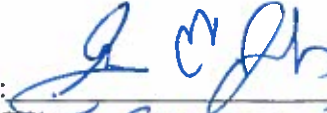
BAY POINT CAPITAL PARTNERS II, LP
Lender Signature Page

Signed, sealed and delivered


BAY POINT CAPITAL PARTNERS II, LP,
a Delaware limited partnership

in the presence of:

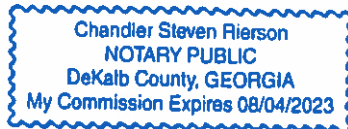

Unofficial Witness

By: 
Name: Gregory Jacobs
Title: Manager

(Seal)


Notary Public, State of Georgia
and County of DeKalb
My commission expires: 8/4/23

[Notary Seal]



SELECT AVIATION, LLC
Lessee Signature Page


Signed, sealed and delivered
in the presence of:

SELECT AVIATION, LLC


Unofficial Witness

By: 
Name: John McCloskey, Esq.
Title: E. Vice President

(Seal)


Notary Public, State of Georgia
and County of DeKalb
My commission expires: 8/4/22

[Notary Seal]

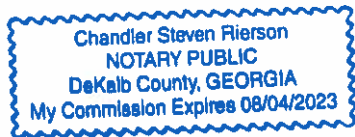


EXHIBIT "A"

ALL THAT TRACT OF LAND LYING AND BEING IN LAND LOT 270 OF THE 18TH LAND DISTRICT OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING NORTHING AND EASTING COORDINATES IN ACCORDANCE WITH GEORGIA STATE PLANE WEST ZONE OF NORTH 1409275.85 AND EAST 2254381.27, SAID POINT BEING THE POINT OF BEGINNING;

THENCE RUNNING SOUTH 75 DEGREES 22 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 349.25 FEET, TO A POINT;

THENCE RUNNING SOUTH 20 DEGREES 35 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 331.80 FEET TO A POINT;

THENCE RUNNING NORTH 75 DEGREES 22 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 314.74 FEET TO A POINT;

THENCE RUNNING NORTH 14 DEGREES 37 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 330.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD SAID PROPERTY CONTAINS 109,558 SQUARE FEET OR 2.52 ACRES MORE OR LESS.