

STATE OF GEORGIA
COUNTY OF DEKALB

LEASE AMENDMENT NO. 2
TO
CONTRACT NO. 15-801194

THIS LEASE AMENDMENT NO. 2 to CONTRACT No. 15-801194 (hereinafter, the "Amendment") is made by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County" or "Lessor" and Peachtree Aviation, Inc. a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, the County and Peachtree Aviation, Inc., have previously entered into a certain Lease Agreement dated June 19, 2015 (together with all amendments thereto, hereinafter referred to collectively as the "Lease" or "Lease Agreement") for the lease of certain premises identified as Tract 1, 2021 Flightway Drive, and consisting of approximately 1.89 acres (82,145 square feet) (the "Leased Property") and including any improvements thereon, as identified on the Survey Plat dated August 26, 2007, prepared by Southeastern Engineering, Inc., attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Lease was amended by Lease Amendment No. 1 dated January 27, 2017, whereby the fuel flowage fee commission was adjusted; and

WHEREAS, the County and Lessee desire to amend said Lease Agreement to include a revised boundary survey and apply a rent credit to Lessee's basic monthly rental payments in return for Lessee's capital improvements to the Leased Property and improvements thereon; and

WHEREAS, the Lessor and Lessee desire to amend the Lease, as amended to date; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Lease is hereby amended as follows:

A. Section 1, Leased Property. Delete Section 1, Leased Property in its entirety.

Replace with the following revised Section 1, Leased Property:

A. Description. That property on DeKalb Peachtree Airport identified as Tract 1, consisting of 1.886 acres (82,146 square feet), and more particularly described by the legal descriptions on Boundary Survey by Hussey Gay Bell dated 3/29/2024, attached hereto as Exhibit A and incorporated herein by reference (the "Leased Property").

The site lies near the intersection of Chamblee Tucker Road and Flightway Drive within the northern section of DeKalb Peachtree Airport. The site encompasses 1.886 acres or 82,146 square feet and is located within an area on the Airport dominated by single tenant corporate hangar development. The site is currently improved with a two-story concrete block/metal building and includes paved automobile parking. The facility includes a 12,000 gallon above ground jet fuel storage tank with dispenser.

B. Section 5, Lease Payment. Add the following Paragraph I, Rent Credit:

Notwithstanding the above, Lessor recognizes and acknowledges that improvements or alterations made to the Leased Property by Lessee are necessary to maintain facility operations.

The allowable improvements or alterations total Three Hundred, Ninety Five Thousand, Two Hundred and Fifteen Dollars (\$395,215.00). Improvements include an apron slab addition and a hangar slab repair, as shown in Exhibit B to this Lease Amendment No. 2, Budget Analysis Summary for Peachtree Aviation, Inc., Tract 1, 2021 Flightway Drive, Capital Improvements Development Project, attached hereto as Exhibit B and incorporated herein as reference.

As such, the Lessee may deduct said amount from the Basic Rent stated above which results in a monthly rent credit of Five Thousand, Four Hundred, Eighty-Nine Dollars and Nine Cents (\$5,489.09). This rent credit shall commence on March 1, 2025 and end on February 28, 2031, unless the Lease Agreement is terminated earlier as provided therein.

Said improvements or alterations shall be completed in accordance with the stated dates of completion in Exhibit B. Upon completion of improvements or alterations, Lessee shall submit written documentation to Airport Director supporting and substantiating completed improvements or alterations. Lessor reserves the right to inspect or cause the inspection of said improvements or alterations of Lease Property at any time during the Lease Agreement.

NO ADDITIONAL MODIFICATION. All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect. The terms and conditions contained in this Lease Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Lease Agreement.

SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment No. 2 to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 15th day of October, 2024.

PEACHTREE AVIATION, INC.

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)
Signature

Steven DeFrancis

Name (Typed or Printed)

President

Title

58-2321730

Federal Tax I.D. Number

by Dir. (SEAL)

MICHAEL J. THURMOND

Chief Executive Officer

DeKalb County, Georgia

ATTEST:

[Signature]

Signature

Nadine Lehrer

Name (Typed or Printed)

EA / Witness

Title

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 Lessee in the presence of:

[Signature] (Seal)

Notary Public

My Commission Expires

Niki Arjmand
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 05/23/2027

APPROVED AS TO SUBSTANCE:

[Signature]

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATE OF GENERAL COUNSEL

I, COREY B. MAY, certify the following:

That I am the duly elected and authorized General Counsel of Peachtree Aviation, Inc., hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Delaware;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed STEVEN DEFRANCIS in his official capacity as PRESIDENT of the corporation, to enter into and execute the following described Agreement with DeKalb County, a political subdivision of the State of Georgia:

Lease Amendment No. 2 to Contract No. 15-801194, Lease Agreement for Tract 1, 2021 Flightway Drive on Peachtree Airport.

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 24th day of OCTOBER, 2024.

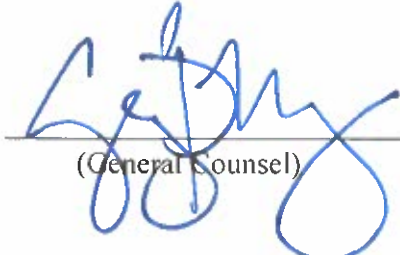

(General Counsel) (CORPORATE SEAL)

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY
(consisting of 3 pages)

BOUNDARY SURVEY DATED 03/29/2024
PREPARED BY HUSSEY GAY BELL

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67 THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DIGITALLY SIGNED
2024 04 03 16:34:31-04:00

JAMES A. CANNINGTON

4/3/2024

DATE
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

CK .SE E
T SU E T

LEGEND

- △ INTERSECTION POINT
- PROPERTY CORNER MONUMENT FOUND
- CORNER MONUMENT SET (SEE NOTE 10)
- RBF REBAR FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- RF REBAR FOUND
- RW RIGHT-OF-WAY LINE
- BFP BACK LOW PREVENTER
- BROKEN LINE (NOT TO SCALE)
- END NOT LOCATED
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH BASIN
- FIRE HYDRANT
- 3 FIRE DEPARTMENT CONNECTION
- SANITARY SEWER MANHOLE
- TRANSFORMER
- ELECTRICAL
- ELECTRIC BOX
- WATER VALVE
- WATER METER
- BOLLARD
- AIR CONDITIONING UNIT
- IRRIGATION CONTROL VALVE
- TANK ACCESS
- INTERFERING LINE
- ADJACENT UNDAULY LINE
- OWNER INTERFERING
- URBAN UTILITY
- FENCE
- STRUCTURE
- SANITARY SEWER
- BUILDING LINE

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS



AS SURVEYOR FOR
HUSSEY GAY BELL &
DEYOUNG, INC.

CLIENT

DEKALB PEACHTREE AIRPORT
2000 AIRPORT ROAD SUITE 212
ATLANTA, GA 30341

REFERENCES

1. ALTA SURVEY, DATED AUGUST 18, 2023, PREPARED BY SOUTHEASTERN ENGINEERING, INC. (SEI), FOR CORTLAND AVIATION HOLDING LLC.

- 1) FIELD SURVEY DATE: MARCH 21, 2024.
- 2) EQUIPMENT USED: EGPS T120 DUAL FREQUENCY GPS RECEIVER (FOR CONTROL) & 3 SECOND TOPCON GTS3 TOTAL STATION, (FOR BOUNDARY TRAVERSE)
- 3) GPS METHODOLOGY: REPETITIVE RTK
- 4) GPS FIELD PRECISION: RELATIVE POSITIONAL ACCURACY OF 0.07" OR GREATER
- 5) TRAVERSE FIELD CLOSURE: 1 FOOT IN 133,895 FEET
- 6) TRAVERSE ANGULAR ERROR: 1" PER ANGLE POINT
- 7) ADJUSTMENT: LEAST SQUARES
- 8) PLAT CLOSURE: 1: 415,500
- 9) NOT ALL IMPROVEMENTS OR EASEMENTS ARE SHOWN.
- 10) ALL CORNER MONUMENTS SET ARE 1/2-INCH REBAR WITH PLASTIC CAP UNLESS OTHERWISE NOTED.
- 11) NO ZONING INFORMATION IS SHOWN
- 12) DATUM: STATE PLANE COORDINATES, NAD '83 (2011), GA WEST
- 13) THIS SURVEY WAS PREPARED AND CERTIFIED FOR THE INDIVIDUAL, INDIVIDUALS OR GROUP LISTED HEREON. THE CERTIFICATION DOES NOT EXTEND TO ANY OTHER PARTIES WITHOUT RECERTIFICATION BY THE SURVEYOR OF RECORD LISTING THOSE PARTIES.

HATCH

RIPRAP

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REV. #1-04/03/2024-RECERTIFY

HUSSEY GAY BELL

Established 1958

3100 BRECKINRIDGE BLVD., BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL (770) 923-1600 FAX (770) 923-4202

BOUNDARY SURVEY
PEACHTREE AVIATION, INC.
LEASEHOLD (TRACT 1)
2021 FLIGHTWAY DRIVE, CHAMBLEE, GA

Date: 03/29/2024

Job #: 23017

LL 279, DIS 1, 18
CITY OF
CHAMBLEE
DEKALB COUNTY
GEORGIA

SHEET
1 OF 2

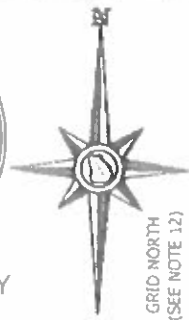
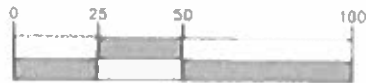
PROPERTY SUMMARY

OWNER DEKALB COUNTY (LESSOR)
 LESSEE PEACHTREE AVIATION INC
 PARCEL ID 182790/027
 ADDRESS 2021 FLIGHTWAY DRIVE
 REFERENCES DB 26258 PG 327

GRAPHIC SCALE

(IN FEET)

1 inch = 50 ft.

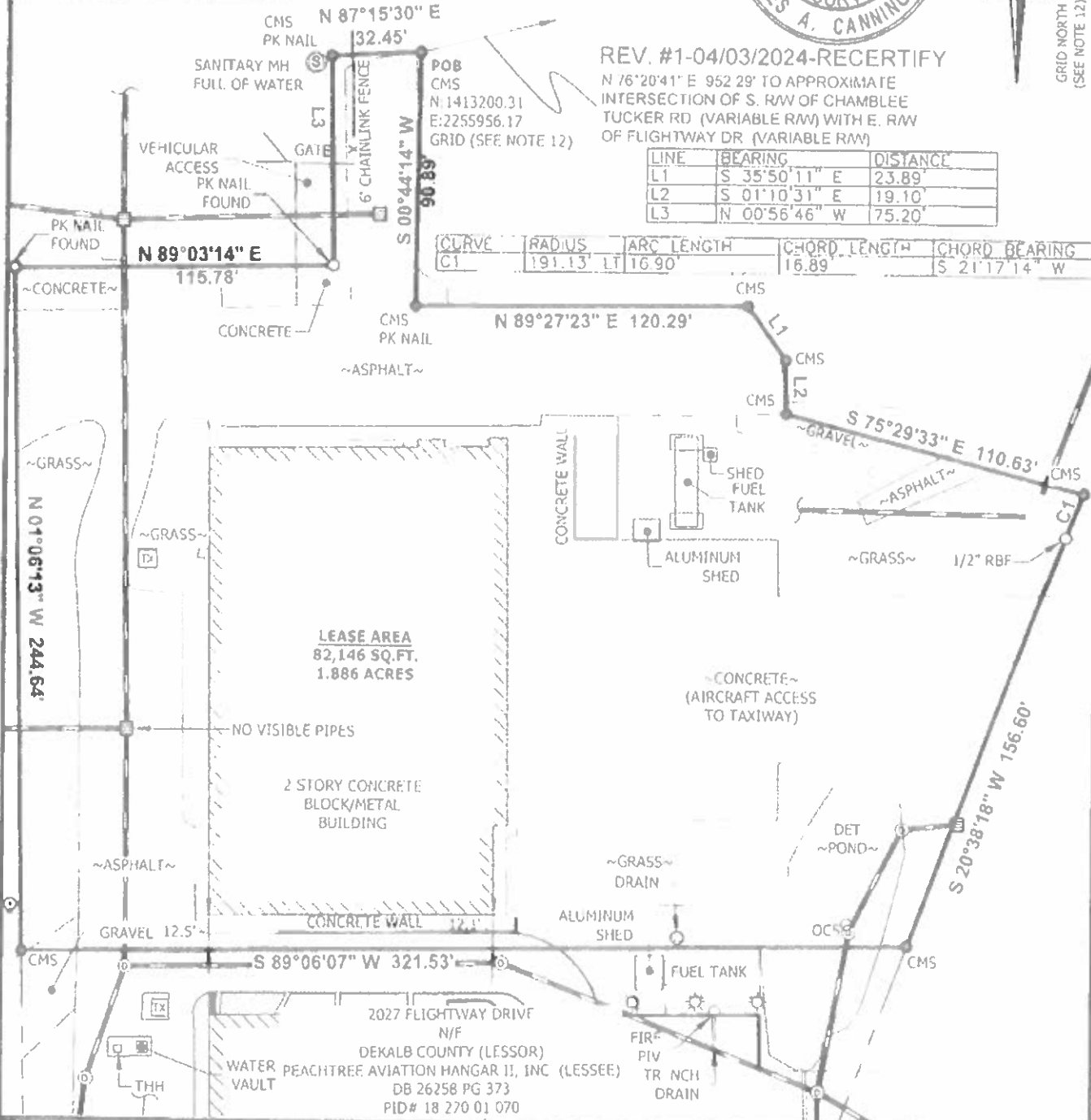


REV. #1-04/03/2024-RECERTIFY

N 76°20'41" E 952.29' TO APPROXIMATE
 INTERSECTION OF S. R/W OF CHAMBLEE
 TUCKER RD (VARIABLE R/W) WITH E. R/W
 OF FLIGHTWAY DR (VARIABLE R/W)

LINE	BEARING	DISTANCE
L1	S 35°50'11" E	23.89'
L2	S 01°10'31" E	19.10'
L3	N 00°56'46" W	75.20'

CHORD	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	191.13'	LT 16.90'	16.89'	S 21°17'14" W



LEASE AREA
 82,146 SQ.FT.
 1.886 ACRES

NO VISIBLE PIPES

2 STORY CONCRETE
 BLOCK/METAL
 BUILDING

CONCRETE~
 (AIRCRAFT ACCESS
 TO TAXIWAY)

DET
 ~POND~

S 20°38'18" W 156.60'

HUSSEY GAY BELL

Established 1958

3100 BRECKINRIDGE BLVD., BLDG. 300
 DULUTH, GEORGIA 30096-4986
 TEL (770) 923-1600, FAX (770) 923-4202

BOUNDARY SURVEY
 PEACHTREE AVIATION, INC.
 LEASEHOLD (TRACT 1)

2021 FLIGHTWAY DRIVE, CHAMBLEE, GA

Date: 03/29/2024

Job # 23017

LL 279 DIST 18
 CITY OF
 CHAMBLEE
 DEKALB COUNTY
 GEORGIA

SHEET
 2 OF 2

**LEASE AREA LEGAL DESCRIPTION
PEACHTREE AVIATION, INC.
LEASEHOLD (TRACT 1)
2021 FLIGHTWAY DRIVE**

ALL THAT PARCEL OF LAND LYING IN LAND LOT 279 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, ON THE DEKALB PEACHTREE AIRPORT PROPERTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPROXIMATE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CHAMBLEE TUCKER ROAD (VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF FLIGHTWAY DRIVE (VARIABLE RIGHT-OF-WAY); THENCE SOUTH 76°20'41" WEST, A DISTANCE OF 952.29 FEET TO A 1/2-INCH REBAR WITH CAP SET, SAID POINT HAVING STATE PLANE GRID COORDINATES OF NORTH: 1413200.31 & EAST: 2255956.17, U.S. SURVEY FEET, NAD 83 (2011), GEORGIA WEST ZONE, AND BEING THE **POINT OF BEGINNING**; THENCE SOUTH 00°44'14" WEST A DISTANCE OF 90.89 FEET TO A PK NAIL WITH SHINNER SET; THENCE NORTH 89°27'23" EAST A DISTANCE OF 120.29 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE SOUTH 35°50'11" EAST A DISTANCE OF 23.89 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE SOUTH 01°10'31" EAST A DISTANCE OF 19.10 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE SOUTH 75°29'33" EAST A DISTANCE OF 110.63 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 16.90 FEET (SAID ARC HAVING A RADIUS OF 191.13 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 21°17'14" WEST A DISTANCE OF 16.89 FEET) TO A 1/2-INCH REBAR FOUND; THENCE SOUTH 20°38'18" WEST A DISTANCE OF 156.60 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE SOUTH 89°06'07" WEST A DISTANCE OF 321.53 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE NORTH 01°06'13" WEST A DISTANCE OF 244.64 FEET TO A PK NAIL FOUND; THENCE NORTH 89°03'14" EAST A DISTANCE OF 115.78 FEET TO A PK NAIL FOUND; THENCE NORTH 00°56'46" WEST A DISTANCE OF 75.20 FEET TO A PK NAIL SET; THENCE NORTH 87°15'30" EAST A DISTANCE OF 32.45 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 82,146 SQUARE FEET OR 1.886 ACRES.

EXHIBIT B

**BUDGET ANALYSIS SUMMARY FOR
PEACHTREE AVIATION, INC.
TRACT 1
2021 FLIGHTWAY DRIVE**

CAPITAL IMPROVEMENTS DEVELOPMENT PROJECT

**BUDGET ANALYSIS SUMMARY FOR
PEACHTREE AVIATION, INC.
TRACT 1
2021 FLIGHTWAY DRIVE**

CAPITAL IMPROVEMENTS DEVELOPMENT PROJECT

Item	Description	Price	Date of Completion
1. Apron Slab Addition	Addition onto existing slab to provide needed safety conditions for current fleet, approx. 92ftx32 ft addition to the south portion of the apron, installation of erosion control measures	\$126,182	December 2025
2. Hanger Slab Repair	Replacement of 4 center sections of slab increasing to appropriate thickness for G450 and above (4,000 PSI with 7-1/2 lbs. of Forta-Ferro fiber/CY)	\$264,033	December 2026
3. Permitting and Engineering Services	Estimated cost for all engineering and permitting requirements	\$5,000	Prior to construction
Total		\$395,215	