

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**CONSENT TO ASSIGNMENT**  
**DEKALB COUNTY CONTRACT NO. 17-903095**

THIS CONSENT TO ASSIGNMENT (this “**Agreement**”) made and entered into by **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as “**Lessor**” or “**County**”), is delivered to BJS PLAZA FIESTA, LLC, a Delaware limited liability company (hereinafter referred to as “**Lessee**”).

**WHEREAS**, the County and Lessee have previously entered into a certain Lease Agreement at DeKalb Peachtree Airport dated February 1, 2018, whereby the County did rent and lease to Lessee certain property located in the County of Dekalb, State of Georgia and described in Exhibit A thereto (said Lease Agreement, which is recorded at Deed Book 27321, Pages 95, DeKalb County, Georgia, records, as so amended and assigned is hereinafter the “**Lease**”);

**WHEREAS**, Lessee is currently the lessee under the Lease;

**WHEREAS**, Lessee desires to assign and transfer all of its rights, title and interest in and to the Lease and the premises, and Plaza Fiesta Owner, LLC, a Delaware limited liability company (hereinafter referred to as “**Transferee**”), desires to accept said assignment and transfer upon the terms and conditions hereinafter set forth; and

**NOW THEREFORE**, for and in consideration of the premises and covenants herein contained, and of the terms and conditions herein set forth, Lessor hereby consents to the assignment and transfer by Lessee to Transferee of all the rights, title and interest in and to the Lease and the premises covered by the Lease. This Agreement is intended to satisfy all provisions of the Lease requiring the County’s consent to or approval of the proposed assignment and transfer to Transferee, and to the extent applicable, the mortgagees and lenders of Transferee.

From and after transfer and assignment by Lessee to Transferee, the County shall give all Notices to the lessee under the Lease at the following address:

Plaza Fiesta Owner, LLC  
1616 Camden Road, Suite 210  
Charlotte, NC 28203  
Attention: Brian Purcell

With a Copy to:

Troutman Pepper Hamilton Sanders LLP  
301 S. College St., Suite 3400  
Charlotte, NC 28202  
Attention: Michael Tomlinson  
Telephone: (704) 998-4085  
Email: [michael.tomlinson@troutman.com](mailto:michael.tomlinson@troutman.com)

Except as herein modified and amended, all terms and conditions of the Lease shall remain in full force and effect.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 11th day of October, 2022.

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_, by Dir. (SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney