

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**LEASE AMENDMENT NO. 3**

**TO**

**CONTRACT NO. 06-800202**

**THIS AMENDMENT** is made as of the Effective Date appearing above the parties' signatures below, by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County" or "Lessor" and Mercury Air Center–Peachtree-DeKalb, LLC d/b/a Atlantic Aviation, a Georgia limited liability company, organized and existing under the laws of the State of Georgia, with offices in DeKalb, Georgia (hereinafter called the "Lessee").

**WITNESSETH:**

**WHEREAS**, County and Mercury Air Center–Peachtree-DeKalb, LLC, have previously entered into a certain Lease Agreement dated December 12, 2006 (together with all amendments thereto, hereinafter referred to collectively as the "Lease" or "Lease Agreement") for the lease of certain premises consisting of approximately 25.392 acres (1,106,069 square feet) (the "Leased Property") and including any improvements thereon, as identified on the Survey dated November 13, 2006, prepared by Patterson & Dewar Engineers, Inc., attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Lease was amended by Estoppel Certificate dated July 10, 2007, in which Macquarie Infrastructure Company, Inc. - Macquarie FBO Holdings LLC acquired the Lease Agreement through a Purchase Agreement; and

**WHEREAS**, the Lease was amended by Lease Amendment No. 1 dated August 24, 2010

whereby the Lease approved the construction of a new hangar in lieu of a new terminal; and

**WHEREAS**, the Lessee operates at DeKalb Peachtree Airport as Mercury Air Center–Peachtree-DeKalb, LLC d/b/a Atlantic Aviation, a Georgia limited liability company, pursuant to Affidavit for Registration of Trade Name filed with DeKalb County, Georgia on November 14, 2012; and

**WHEREAS**, the Lease was amended by Lease Amendment No. 2 dated September 27, 2016 whereby the Lease was extended for an additional twenty (20) years and approximately 0.713 acres (31,050 square feet) of undeveloped property was added to the leasehold. Undeveloped property is identified on the Survey dated April 7, 2015, last revised October 28, 2015, prepared by Hayes James Engineers, Planners & Surveyors, attached hereto as Exhibit B and incorporated herein by reference; and

**WHEREAS**, the County and the Lessee desire to delete 0.152 acre (6615 square feet) not utilized by the Lessee; add approximately .086 acre (3,747 square feet) of undeveloped property to the leasehold; demolish the existing East terminal building; demolish Hangars E and F; construct a new 10,800 (approximate) square foot general aviation executive terminal, a new 12,000 square foot aircraft aviation hangar with adjacent office space of approximately 1,500 square feet, provide site work, rehabilitate paving of aircraft operating area and improve storm water management; 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. Add Paragraphs E, F, G and H in their entirety.**

E. Premises consisting of 0.152 acres (6615 square feet) not utilized by the Lessee, are hereby deleted from the leasehold. Said parcel is more particularly described in the legal descriptions as "Revised Area" on Survey entitled "Lease Area Survey Area 'O' & Revised Area for Mercury Air Center-Peachtree-DeKalb, LLC dba Atlantic Aviation" prepared by Hayes-James, dated April 7, 2015, last revised December 16, 2016, attached hereto as Exhibit B and incorporated herein by reference to the Leased Property.

F. Notwithstanding the above and in addition to the Leased Property described above, that property on DeKalb Peachtree Airport identified as 3883 Clairmont Road consisting of approximately .086 acre (3,747 square feet) is hereby added to the Lease Agreement. This additional Leased Property is more particularly described by the legal descriptions as Area 'O' on Survey entitled "Lease Area Survey Area 'O' & Revised Area for Mercury Air Center-Peachtree-DeKalb, LLC dba Atlantic Aviation" prepared by Hayes-James, dated April 7, 2015, last revised December 16, 2016, attached hereto as Exhibit B and incorporated herein by reference to the Leased Property. This additional Leased Property may be further defined with a Final Survey that will be prepared and submitted to the Airport Director after the Lessee's construction plans have been approved and required permits issued by the City of Chamblee. The submittal of the Final Survey shall include a complete set of as-built drawings which will remain on file in the office of the Airport Director. The Final Survey shall reflect that the leasehold boundaries of Area 'O' remain within the approximately .086 acre (3,747 square feet) site. Cost of the Final Survey shall be paid by the Lessee. The selection of the Surveyor shall be at the sole discretion of the Lessor.

Upon approval of the Final Survey by the Airport, Lessor and Lessee shall enter into an

Amendment to this Lease Agreement identifying the Leased Property by a metes and bounds legal description.

G. Site of Additional Property. The additional leased property .086 acres (3,747 square feet) lies within the boundaries of the DeKalb Peachtree Airport (PDK). Airport Road and Clairmont Road generally bound the Airport on its north and west sides respectively. The site generally encompasses approximately .086 acre (3,747 square feet). The site is currently unimproved.

H. Leased Premises. Effective with the execution of Lease Amendment No. 3, the leased premises shall consist of approximately 26.039 acres or 1,134,251 square feet (the "Leased Property") and includes any improvements thereon.

**B. Section 5, Lease Payment. DELETE Section 5, Paragraphs A, B, and C in their entirety. REPLACE with the following Paragraphs A, B, and C:**

A. Rent. Commencing on the Effective Date of this Lease Amendment No. 3, Lessee agrees to pay to Lessor, as Basic Rent for the Leased Property, an annual amount of Seven Hundred, Twenty-Eight Thousand, Five Hundred, Seventy-Five Dollars and Ninety-Two Cents (\$728,575.92), subject to adjustment as provided below.

B. Rent Payment. Rent is accrued on a monthly basis and shall be paid in equal monthly installments initially in the amount of initially in the amount of Sixty Thousand, Eight Hundred, Thirty-Nine Dollars and Fifty-Six Cents (\$60,839.56), due and payable on the first day of each month in advance during the term of this Lease Agreement.

C. Rent Escalation.

1. The Basic Rent for the Leased Property is subject to a ten percent (10%) increase every five (5) years commencing on January 1, 2022 and every five (5) years

thereafter. The Basic Rent shall increase by Ten Percent (10%) on January 1, 2022, January 1, 2027, January 1, 2032, January 1, 2037, and January 1, 2042.

**D. SECTION 6.A., SCHEDULE OF IMPROVEMENTS.**

**ADD the following to subparagraph A, Minimum Improvements:**

Notwithstanding the above, Lessee will commit a minimum of \$11,900,000 in capital improvements to the Leased Property within two (2) years from the Effective Date of this Lease Amendment No. 3. These improvements will include, but are not limited to, those improvements outlined in Exhibit D to this Lease Amendment No. 3. Exhibit D, Undated Budget Analysis Summary, for Mercury Air Center-Peachtree DeKalb LLC dba Atlantic Aviation Leasehold Development Project, is attached hereto and incorporated herein by reference.

1. Lessee will be required to submit proof of payment, i.e. paid invoices, for all capital improvements required above within three (3) years of the commencement of the Lease Amendment No. 3, or by October 31, 2020.

2. Any invoices submitted after October 31, 2020 shall not be recognized and shall not be credited toward the \$11,900,000 improvements required in this Section 6.

3. If the total value established by invoice for the capital improvement projects outlined above is not accomplished as required to a minimum value of \$11,900,000, the difference \$11,900,000 minus (-) actual times (x) fifteen-percent (15%) shall be due Lessor no later than December 31, 2020.

**ADD the following as subparagraphs D and E:**

D. Lessee shall, within two (2) years from the Effective Date of this Lease Amendment No. 3, complete the following leasehold projects:

1. Demolish existing aircraft storage hangar identified as Hangar E, consisting of approximately 20,455 square feet
2. Demolish existing aircraft storage hangar identified as Hangar F consisting of approximately 20,455 square feet
3. Demolish existing general aviation terminal building identified as East Terminal, consisting of 4,100 square feet

E. Lessee shall, within two (2) years from the Effective Date of this Lease

Amendment No. 3, complete the following construction:

1. Reconfiguration of Hangar J into a Ground Service Equipment (GSE) building as shown on Exhibit D, Undated Budget Analysis Summary for Mercury Air Center-Peachtree DeKalb LLC dba Atlantic Aviation Leasehold Development Project, and incorporated herein by reference.
2. 12,000 square foot aircraft storage hangar (Hangar N) with attached lighted and heated 1,500 square foot office/lobby/shop, restroom facilities and automobile parking as shown on Exhibit C, Project Layout Plan Sheet Number C2.00, and Exhibit D, Undated Budget Analysis Summary for Mercury Air Center-Peachtree DeKalb LLC dba Atlantic Aviation Leasehold Development Project, and incorporated herein by reference..
3. 10,800 (approximate) square foot general aviation executive terminal as shown on Exhibit C, Project Layout Plan Sheet Number C2.00, as "FBO Building", and Exhibit D, Undated Budget Analysis Summary for Mercury Air Center-Peachtree DeKalb LLC dba Atlantic Aviation Leasehold Development Project, and incorporated herein by reference.

4. Site work, paving rehabilitation and storm water management improvements.

1. Lessee shall apply for all necessary permits for the reconfiguration of Hangar J into a Ground Service Equipment (GSE) building, construction of the aircraft storage hangar (Hangar N) and the general aviation executive terminal, and shall commence design and construction work within Three Hundred and Sixty-five (365) calendar days from the Effective Date of this Lease Amendment No. 3, and shall promptly thereafter provide Lessor with same.
2. The Certificate of Occupancy shall be issued within two (2) years from the Effective Date of this Lease Amendment No. 3. Written proof of the Certificate of Occupancy shall be provided to Lessor.

**II. NO ADDITIONAL MODIFICATION.** All other terms and conditions of the Lease Agreement remain unchanged and are in full force and effect. The terms and conditions contained in this Lease Amendment No. 3 shall govern over any inconsistent terms and conditions contained in the Lease Agreement.

**(Signatures Appear on Following Page)**

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment No. 3 to be executed in four (4) counterparts, each to be considered as an original by their authorized representative, on this \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date").

MERCURY AIR CENTER-  
PEACHTREE-DEKALB LLC  
d/b/a ATLANTIC AVIATION

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)  
Signature

by Dir. (SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

Louis T. Pepper  
Name (Typed or Printed)

President and CEO  
Title

71-0912876  
Federal Tax I.D. Number

WITNESS:

[Signature]

ATTEST:

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

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

Victoria Tate (Seal)  
Notary Public  
My Commission Expires

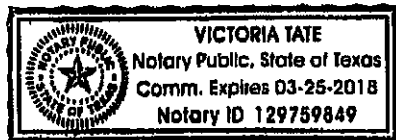
APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]  
Department Director

[Signature]  
Ass. of County Attorney Signature

Max Ming Chang  
Ass. of County Attorney Name (Typed or Printed)





**Exhibit A**

**Survey prepared by Patterson & Dewar Engineers, Inc.  
Dated November 13, 2006**



**Exhibit B**

**Lease Area Description  
Mercury Air Center-Peachtree-DeKalb LLC d/b/a Atlantic Aviation  
Lease Area 'O' and Revised Area**

**Lease Area Survey  
Area 'O' & Revised Area  
for Mercury Air Center-Peachtree-DeKalb LLC d/b/a Atlantic Aviation  
Prepared by Hayes-James, dated 7 April 2015, last revised December 16, 2016**

**LEASE AREA DESCRIPTION  
MERCURY AIR CENTER - PEACHTREE-DEKALB, LLC  
d/b/a ATLANTIC AVIATION**

**LEASE AREA "O"**

All of that tract or parcel 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:

Commencing at a right-of-way monument located on the eastern right-of-way of Clairmont Road, said monument being 29.27 feet south of the intersection of the extension of said eastern right-of-way with the southern right-of-way of Airport Road (80' RW);

Thence along said eastern right-of-way of Clairmont Road, South 00 degrees 02 minutes 55 seconds East a distance of 687.19 feet to a point on said right-of-way;

Thence leaving said right-of-way and entering lands of DeKalb Peachtree Airport, South 85 degrees 02 minutes 36 seconds East a distance of 167.96 feet to a masonry nail and set in the asphalt, said point being THE POINT OF BEGINNING;

From THE POINT OF BEGINNING, continue South 85 degrees 02 minutes 36 seconds East a distance of 36.52 feet to a 1/2" rebar set;

Thence North 86 degrees 33 minutes 01 seconds East a distance of 75.87 feet to a masonry nail set in the asphalt;

Thence South 03 degrees 26 minutes 59 seconds East a distance of 309.83 feet to a masonry nail set in the asphalt;

Thence South 86 degrees 33 minutes 01 seconds West a distance of 112.00 feet to a masonry nail set in the asphalt;

Thence North 03 degrees 26 minutes 59 seconds West a distance of 315.17 feet to a masonry nail set in the asphalt, said point being THE POINT OF BEGINNING.

Said tract or parcel contains 0.799 Acres (being 34,797 square feet) and is depicted on a survey entitled "Lease Area Survey Area 'O' & Revised Area for Mercury Air Center - Peachtree-DeKalb, LLC d/b/a Atlantic Aviation," prepared by Hayes | James, dated 7 April 2015, last revised December 16, 2016 and incorporated hereinto by reference.

**'REVISED AREA'**

All of that tract or parcel 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:

Commencing at a right-of-way monument located on the eastern right-of-way of Clairmont Road, said monument being 29.27 feet south of the intersection of the extension of said eastern right-of-way with the southern right-of-way of Airport Road (80' R/W);

Thence along said eastern right-of-way of Clairmont Road, South 00 degrees 02 minutes 55 seconds East a distance of 654.59 feet to a point on said right-of-way, said point being THE POINT OF BEGINNING;

From THE POINT OF BEGINNING, leaving said right-of-way and entering lands of DeKalb-Peachtree Airport, North 89 degrees 57 minutes 05 seconds East a distance of 164.51 feet to a point;

Thence South 03 degrees 26 minutes 59 seconds East a distance of 47.34 feet to a masonry nail set in the asphalt;

Thence North 85 degrees 02 minutes 36 seconds West a distance of 167.96 feet to a point on the eastern right-of-way of Clairmont Road;

Thence along said eastern right-of-way of Clairmont Road North 00 degrees 02 minutes 55 seconds West a distance of 32.60 feet to THE POINT OF BEGINNING;

Said tract or parcel contains 0.152 Acres (being 6,615 square feet) and is depicted on a survey entitled "Lease Area Survey Area 'O' & Revised Area for Mercury Air Center - Peachtree-DeKalb, LLC d/b/a Atlantic Aviation," prepared by Hayes | James, dated 7 April 2015, last revised December 16, 2016 and incorporated hereinto by reference.



**Exhibit C**

**Project Layout Plan**

**Drawing C2.00 dated 05-05-2017**

**Mercury Air Center Peachtree DeKalb, LLC dba Atlantic Aviation**





**Exhibit D**

**Undated Budget Analysis Summary  
For The Mercury Air Center-Peachtree DeKalb, LLC  
dba Atlantic Aviation Leasehold Development Project**

**Exhibit D**

**BUDGET ANALYSIS SUMMARY**

FOR THE

MERCURY AIR CENTER PEACHTREE DEKALB LLC  
Dba ATLANTIC AVIATION

LEASEHOLD DEVELOPMENT PROJECT

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**BUDGET ANALYSIS COST OF IMPROVEMENTS**

1. Reconfigure a hangar into a Ground Service Equipment (GSE) shop	\$300,000
2. Construction of an approximate 12,000 square foot aircraft storage hangar (Hangar N) with approximate 1,500 square feet of attached office attached to existing Hangar M. Will include restrooms and adjacent automobile parking	\$1,700,000
3. Construction of a new approximate 10,800 square foot General Aviation Executive Terminal	\$4,000,000
4. Site Work, paving rehabilitation of the leasehold's aircraft operating area and storm water management improvements	\$4,200,000
<b>Total construction Budget</b>	<b>\$10,200,000</b>

**ADDITIONAL PROJECT COSTS**

1. Demolition of existing Hangars E and F (-40,910 SF)	\$50,000
2. Demolition of existing East Terminal building (-4,100 SF)	\$170,000
3. Architectural, Engineering, Testing, and Permits	\$1,100,000
4. Furniture, Fixtures and Equipment terminal only	\$380,000
<b>Total Conceptual Project Budget</b>	<b>\$11,900,000</b>