

**CONSENT TO LEASEHOLD DEED TO SECURE DEBT AND SECURITY  
AGREEMENT**

This Consent to Leasehold Deed to Secure Debt and Security Agreement (this "Agreement") is executed as of May 16 2023 (the "Effective Date"), by and among:

**DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia as landlord ("Landlord"),

**EPPS AIR SERVICE, LLC**, a Georgia limited liability company, successor by conversion to Epps Air Service, Inc., a Georgia corporation ("Tenant"), and

**AMERIS BANK**, a Georgia state-chartered banking institution ("Lender").

Reference is made to that certain Lease Agreement, dated March 30, 1979 as DeKalb County Contract No. 79-1971 (the "Original Lease") recorded in Deed Book 4156 beginning at Page 320 in the Office of the Clerk of the Superior Court of Dekalb County, Georgia (the "Official Records"), as amended and supplemented, and in particular, as amended by that certain Lease Amendment (sometimes referred to as Lease Amendment No. 1), dated as of March 29, 1989, Lease Amendment No. 3 to Contract No. 79-1971, dated as of February 21, 1995, Lease Amendment No. 4 to Contract No. 79-1971, dated as of February 15, 1996, Lease Amendment No. 5, dated July 16, 1996 and Lease Amendment No. 6 to Contract No. 500676 (formerly Contract No. 79-1971), dated as of September 29, 2015 (together with the Original Lease, collectively, the "Lease") with respect to certain premises identified in the Lease and located at Peachtree Dekalb airport in Dekalb County, Georgia as described in the Lease, ("Premises").

Lender intends to loan certain sums to Tenant (the "Loan") which Loan will be secured, in part, by a Leasehold Deed to Secure Debt and Security Agreement to be recorded amongst the Official Records in form substantially similar to that document attached hereto as Exhibit "A" (including any amendments, revisions, modifications, renewals, extensions or replacements thereof, collectively, the "Leasehold Deed to Secure Debt") on Tenant's interest in the property demised under the Lease and all improvements situated or to be constructed thereon by Tenant (the "Leasehold"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Consent.** As required by Section 22 of the Lease, Landlord does hereby consent to the Tenant's execution and delivery of the Leasehold Deed to Secure Debt which creates an encumbrance upon the Leasehold as security for the Loan. Further, Landlord hereby confirms that the provisions of Section 22 of the Lease shall continue to apply with respect to the Leasehold Deed to Secure Debt. Notwithstanding such consent, there shall be no further transfer or assignment of such leasehold interest, including any foreclosure thereof, without Landlord's further prior written consent and compliance by any such potential transferee with all applicable Federal Aviation Administration, Transportation Security Administration and other federal and state law requirements, including, without limitation, OFAC and FIRRMA.

**2. Effect on Lease.** Except as specifically set forth in this Agreement, nothing contained in this Agreement shall have any effect whatsoever on: (i) the Lease or any document related thereto or executed in connection therewith; (ii) the obligations of Tenant under the Lease or any other document executed by and between Tenant and Landlord, whether or not related to the Premises; or (iii) the rights of Landlord under the Lease or any document related thereto or executed in connection therewith or any other document executed by and between Tenant and Landlord, whether or not related to the Premises.

**3. Notices.** Any notices required or permitted hereunder shall be in writing and shall be given via certified first class mail, postage prepaid, return receipt requested, or overnight courier service that provides a receipt, and addressed as follows:

If to Landlord: DEKALB COUNTY, GEORGIA  
C/O PEACHTREE-DEKALB AIRPORT  
2000 Airport Road  
Suite 212  
Chamblee, GA 30341  
Attn: Mario Evans  
Title: Airport Director  
Email: [\\_maevans@dekalbcountyga.gov](mailto:_maevans@dekalbcountyga.gov)

with a copy to: Dekalb County  
1300 Commerce Drive  
Fifth Floor  
Decatur, GA 30030  
Attn: Law Department

If to Tenant: EPPS AIR SERVICE, LLC  
2200 South Ocean Lane, Unit 2806  
Ft. Lauderdale, Florida 33316  
Attention: S. Michael Scheeringa and  
Sanjay Aggarwal  
Email: [mscheeringa@sar-trilogy.com](mailto:mscheeringa@sar-trilogy.com);  
[saggarwal@sar-trilogy.com](mailto:saggarwal@sar-trilogy.com)

with copy to: GRAYROBINSON, P.A.  
301 East Pine Street  
Suite 1400  
Orlando, Florida 32801  
Attention: Jeffrey Bankowitz, Shareholder  
Email: [Jeffrey.Bankowitz@gray-robinson.com](mailto:Jeffrey.Bankowitz@gray-robinson.com)

If to Lender:

AMERIS BANK  
1118 South Orange Avenue, Suite 102  
Orlando, Florida 32806  
Attention: Tyler Kurau  
Email: tyler.kurau@amerisbank.com

with a copy to:

NELSON MULLINS RILEY &  
SCARBOROUGH LLP  
390 North Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Joseph B. Stanton  
Email: joseph.stanton@nelsonmullins.com

or to such other address as any party may designate by notice to the other parties. Notices shall be deemed to have been given upon actual receipt or first rejection, as the case may be.

**4. Miscellaneous.** The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without giving effect to choice of law rules. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Capitalized and defined terms used in this Agreement shall have the same meanings as those ascribed to them in the Lease, unless the context clearly requires otherwise. Neither Landlord, Lender nor Tenant shall record this Agreement, but Lender may record a memorandum hereof. This Agreement may not be withdrawn, amended or modified except by a written agreement executed by both Landlord and Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord, Tenant and Lender have executed and delivered this Agreement under seal as of the date first above written.


**LANDLORD:**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**TENANT:**

**EPPS AIR SERVICE, LLC**, a Georgia limited liability company

By:   
Name: MICHAEL SHEERINGA  
Title: Manager

**LENDER:**

**AMERIS BANK**, a Georgia state-chartered banking institution

By:   
Name: Jeff Buntin  
Its: SVP