

**COLLATERAL ASSIGNMENT OF RIGHTS UNDER LEASE**

This **COLLATERAL ASSIGNMENT OF RIGHTS UNDER LEASE** (this "Assignment") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2019 by and between **JPMORGAN CHASEBANK, N.A.**, (hereinafter, together with its successors and assigns, referred to as "Lender"), whose address is Peachtree Road and Peachtree Ave LPO, 3424 Peachtree Rd N.E., Suite 650, Atlanta, GA 30326; **AVIONICS SALES CORPORATION** (hereinafter referred to as "Lessee") whose address is 1770 Corporate Drive, Suite #580, Norcross, Georgia 30093, Attn: Evelyn Tomberlin. (Lender, Lessor and Lessee shall hereinafter sometimes each be referred to individually or collectively as the case may be as a "Party" or the "Parties").

**W I T N E S S E T H**

**WHEREAS**, by virtue of that certain Lease Agreement at DeKalb Peachtree Airport, by and between DeKalb County, Georgia ("DeKalb") and Lessee dated January 21, 2014, being identified as DeKalb County Contract No. 14-801027, and recorded in Deed Book 24295, Page 461, DeKalb County, Georgia records (the "Lease"), DeKalb has leased certain property to Lessee located at 1961 Sixth Street, Chamblee, Georgia 30341, being identified as Hangar # C-20, DeKalb Peachtree Airport, including, those certain leased premises described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the "Leased Premises");

**WHEREAS**, Lender has agreed to make a Loan to Lessee (the "Loan"), the repayment of which is evidenced by a promissory note from Lessee to Lender of even date herewith in the original principal amount of **NINE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED SEVENTY ONE AND 94/100 DOLLARS (\$925,171.94)** (the "Note"), and secured, inter alia, by certain loan documents more particularly described in that certain Ground Lease Estoppel Certificate and Agreement and among Lender, Lessee and DeKalb (the "Estoppel") (the Note, the Estoppel, this Assignment, together with any and all other documents, evidencing, securing and/or concerning the Loan, hereinafter each be referred to as a "Loan Document" or collectively as the "Loan Documents").

**NOW, THEREFORE**, for and in consideration of the making of the Loan by Lender to Lessee, and the acceptance of the Loan Documents from Lessee to and in favor of Lender, and other good and valuable consideration to all Parties, the receipt and sufficiency of which is hereby acknowledged: (i) Lessee does hereby collaterally assign, transfer and set over unto Lender, with the right of Lender to reassign, all of Lessee's rights, title and interests in and to the Lease, including but not limited to the Leased Premises;

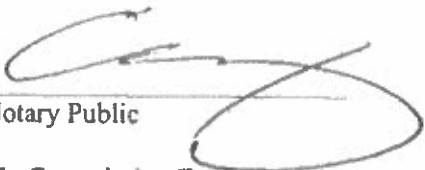
*[Signatures to Collateral Assignment Contained on Following Page]*

*[Signatures to Collateral Assignment]*

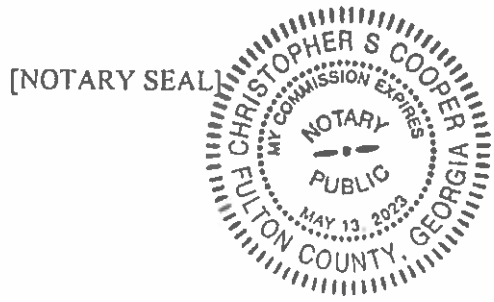
IN WITNESS WHEREOF, the undersigned have set forth their hands and seals as of the day and year set forth above.

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

**LESSEE:**  
**AVIONICS SALES COPORATION**

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

By:  [SEAL]  
\_\_\_\_\_  
Evelyn Tomberlin, CEO



*[Signatures to Collateral Assignment Continued on Following Page]*


*[Signatures to Collateral Assignment]*

IN WITNESS WHEREOF, the undersigned have set forth their hands and seals as of the day and year set forth above.

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

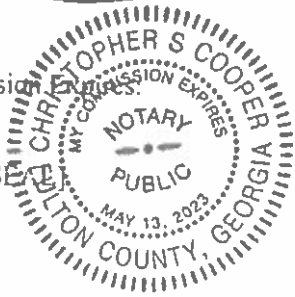
**LENDER:**  
**J.P. MORGAN CHASEBANK, N.A**

  
\_\_\_\_\_  
Notary Public

By:  [SEAL]  
David P. Bass, Vice President

My Commission Expires

[NOTARY SEAL]



*[Signatures to Collateral Assignment Continued on Following Page]*

[Signatures to Collateral Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

By [Signature]  
Signature (SEAL)

Evelyn Tomberlin  
Name (Typed or Printed)

President  
Title

58-2296295  
Federal Tax Identification Number

6-21-19  
Date Signed by Lessee

ATTEST:

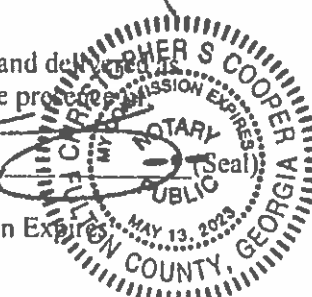
[Signature] (Seal)

Evelyn Tomberlin  
Name (Typed or Printed)

Secretary  
Title

Signed, sealed and delivered to County in the presence of:

Notary Public  
My Commission Expires



APPROVED AS TO SUBSTANCE:

[Signature]  
Department Director

DEKALB COUNTY, GEORGIA

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

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

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 County in the presence of:

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires:

APPROVED AS TO FORM:

[Signature]  
Assl County Attorney Signature

Max Ming Chang  
Assl County Attorney Name (Typed or Printed)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LEASED PREMISES**

ALL THAT TRACT OR PARCEL OF LAND on the DeKalb Peachtree Airport property and lying and being in Land Lot 279 of the 18th District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southern right-of-way of Sixth Street, said pin being located 192.01 feet North 89 degrees 66 minutes 39 seconds East from the point where said southern right-of-way miter into the eastern right-of-way of Clairmont Road; thence proceeds along said southern right-of-way North 89 degrees 57 minutes 33 seconds East for 245.97 feet to an iron pin; thence continue along said southern right-of-way South 89 degrees 56 minutes 28 seconds East 26.61 feet to an iron pin; thence proceeds South 00 degrees 13 minutes 10 seconds West for 241.80 feet to a point; thence proceeds North 89 degrees 50 minutes 19 seconds West for 307.86 feet to a point; thence proceed, North 00 degrees 09 minutes 41 seconds East for 62.30 feet to a point; thence proceeds North 89 degrees 50 minutes 19 seconds West for 12.00 feet to a point; thence proceed North 00 degrees 09 minutes 41 seconds East for 50.00 feet to a point; thence proceed South 89 degrees 50 minutes 19 seconds East for 12.00 feet to a point; thence proceed North 00 degrees 09 minutes 41 seconds East for 114.47 feet to a point; thence proceeds North 89 degrees 57 minutes 33 seconds East for 35.00 feet to an iron pin; thence proceeds North 02 degrees 18 minutes 13 seconds East for 14.00 feet to an iron pin and the POINT OF BEGINNING.

Said tract contains 1.708 acres of land, more or less.

**CERTIFICATE OF CORPORATE RESOLUTION**

I, **Evelyn Tomberlin**, certify the following:

That I am the duly elected and authorized Secretary of **AVIONICS SALES CORPORATION**, hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of **GEORGIA**;

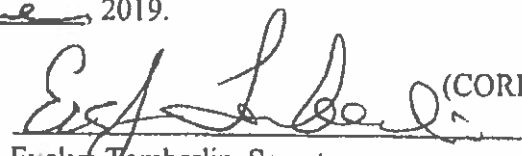
That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed **Evelyn Tomberlin**, in her official capacity as CEO of the corporation, to enter into and execute the following described Agreement with DeKalb County, a political subdivision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

**COLLATERAL ASSIGNMENT OF RIGHTS UNDER LEASE**

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 21<sup>st</sup> day of June, 2019.

  
(CORPORATE SEAL)  
Evelyn Tomberlin, Secretary


# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

## SECRETARY'S CERTIFICATE

I, Ameer Kantesaria, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States of America (the "Bank"), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank") and any other contracts, instruments or documents in connection with the conduct of the business of the Bank ("Documents"), whether or not specified in the resolutions of the Bank's Board of Directors (the "Board"), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank ("CEO"), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm's Operating Committee (an "Operating Committee Member"), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

WITNESS my hand on April 22, 2019.

  
Ameer Kantesaria

## GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2019, by and among DEKALB COUNTY, GEORGIA (the "Ground Landlord"), AVIONICS SALES CORPORATION (the "Ground Tenant"); and JP MORGAN CHASE BANK, N.A., its successors and assigns ("Lender").

### RECITALS:

The Ground Landlord is the lessor and the Ground Tenant is the lessee under the Lease (as defined below).

Lender has agreed to make the Leasehold Loan (as defined below) to the Ground Tenant secured, inter alia, by the Leasehold Estate (as defined below).

As a condition precedent to making the Leasehold Loan, Lender has required that the Ground Landlord and the Ground Tenant execute this Agreement.

### AGREEMENT:

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by this reference with the same force and effect as if fully set forth herein.
2. **Definitions.** Unless defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Lease. The following terms shall have the meanings indicated below:

"Demised Premises" shall mean that certain parcel of land known as Hangar #C-20 at DeKalb Peachtree Airport.

"Land Records" shall mean the real estate records of the Clerk of Superior Court of DeKalb County, Georgia.

"Lease" shall mean that certain Lease Agreement at DeKalb Peachtree Airport, by and between Ground Landlord and Ground Tenant dated January 21, 2014, being identified as DeKalb County Contract No. 14-801027, and recorded in Deed Book 24295, Page 461, DeKalb County, Georgia records.

"Lease Certificate" shall mean a certificate executed by Ground Landlord and Ground Tenant in form and substance satisfactory to Lender and delivered to Lender in connection with this Agreement, attaching a true, correct and complete copy of all of the documents composing the Lease (and any notice or memorandum of the Lease) and certifying to Lender that each of such documents is a true, correct and complete copy of such document and together such documents represent a true, correct and complete copy of the entire Lease.

"Leasehold Estate" shall mean the estate owned by the Ground Tenant under the Lease.

"Leasehold Estate Sale" shall mean the (1) acquisition of possession or control of the Demised Premises under the Leasehold Loan Documents (as defined below), (2) sale of Ground Tenant's interest in the Lease by foreclosure of the Leasehold Mortgage (as defined below), (3) transfer of the Demised Premises by deed in lieu of foreclosure, or (4) sale, transfer or abandonment of the Demised Premises under the authority of the Bankruptcy Court or the Federal Bankruptcy Code or pursuant to an approved plan under the Federal Bankruptcy Code or other appropriate means.

"Leasehold Loan" shall mean that certain Nine Hundred Fifty One Thousand Two Hundred Ninety Four and 48/100 Dollars (\$951,294.48) loan made by Lender to the Ground Tenant evidenced by, inter alia, the Leasehold Note (as defined below) and secured by, inter alia, the Leasehold Mortgage.



"Leasehold Note" shall mean that certain Promissory Note, dated \_\_\_\_\_, 2019, from the Ground Tenant to the order of Lender in the amount of the Leasehold Loan.

"Leasehold Loan Documents" shall mean the Leasehold Note, Leasehold Mortgage and all other documents evidencing or securing the Leasehold Loan.

"Leasehold Mortgage" shall mean that certain Leasehold Security Deed, Assignment of Rents and Security Agreement, dated as of \_\_\_\_\_, 2019, made by Ground Tenant to Lender, and recorded or to be recorded among the Land Records and encumbering the Leasehold Estate.

"Transferee" shall mean Lender or any successor or assignee of Lender taking title to the Demised Premises in connection with a Leasehold Estate Sale.

3. **Representations and Warranties.** The Ground Landlord represents and warrants to the Lender that the following statements are true and correct in all respects:

(a) **Lease is Complete; Recording.** The documents listed in the definition of the Lease above are all of the documents amending, modifying, affecting or assigning the Lease. There are no other oral or written agreements, understandings or the like between Ground Landlord and Ground Tenant relating to the Demised Premises, the Leasehold Estate or the Lease transaction. A true, correct and complete copy of the Lease or notice thereof (where permitted by applicable law) has been recorded among the Land Records and is attached to the Lease Certificate delivered in connection with this Agreement.

(b) **Authority.** The execution of the Lease was duly authorized, the Lease was properly executed and is in full force and effect and is valid, binding and enforceable against Ground Landlord.

(c) **Possession; Commencement.** Ground Tenant has accepted possession of the Demised Premises, is in occupancy thereof under the Lease, and the term of the Lease commenced on January 21, 2014

(d) **Expiration; Extension Options.** The current term of Lease expires on October 31, 2025. The Lease contains the following options to extend the term ("Extension Options"): NONE.

(e) **Rent.** Under the Lease, Ground Tenant is currently obligated to pay the following amounts as follows:

(i) **Basic Rent** at the rate of \$33,391.00 per annum ("Basic Rent"). Basic Rent is payable in monthly installments of \$2,782.60 due on the 1<sup>st</sup> day of each month. Basic Rent has been paid through and including April, 2019.

(f) **Escrows and Deposits.** Ground Landlord holds the following escrows and deposits in the following amounts under the Lease: NONE

(g) **Completion of Work and Approvals.** All of the site work, plans and improvements contemplated to be completed in the Lease have been entirely completed as required thereby, and all permits, approvals and licenses contemplated in the Lease have been obtained. Ground Landlord does not own and makes no claim to such site work, plans, improvements, permits, approvals or licenses ("Improvements and Approvals") and, to the best of Ground Landlord's knowledge, Ground Tenant owns the improvements and Approvals.

(h) **Insurance.** Ground Tenant presently maintains insurance coverage which satisfies the requirements imposed upon the Ground Tenant for insurance coverage as set forth in the Lease.

(i) **Default of Ground Tenant.** To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Tenant. Ground Landlord has not sent a notice of default under the Lease.

(j) **Default of Ground Landlord.** To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Landlord. Ground Landlord has received no notice of default under the Lease.

(k) Defenses; Off Sets. To the best of Ground Landlord's knowledge, the Ground Tenant has no defense, set off, basis for withholding of Rent, claims or counter claims against the Ground Landlord under the Lease. To the best of Ground Landlord's knowledge, there are no claims against the Ground Tenant relating to the Demised Premises or its use.

(l) Assignments; Encumbrances by Ground Tenant. To the best of Ground Landlord's knowledge, Ground Tenant has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Demised Premises and no mortgages, deeds of trust or other security interests encumber the Ground Tenant's Leasehold Estate in the Demised Premises.

(m) Assignments; Encumbrances by Ground Landlord. The Ground Landlord has not assigned, sublet, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease for the Demised Premises, and no mortgages, deeds of trust or other security interests encumber the Ground Landlord's fee interest in the Demised Premises.

(n) Assignment and Subletting by Ground Tenant. Ground Tenant has not assigned the Lease or sublet the Demised Premises, except that Ground Tenant has sublet the Demised Premises to the tenants set forth on that certain rent roll delivered to the Lender in connection with the closing of the Leasehold Loan.

(o) Rights to Purchase of Third Parties. No third party has any option, right of first refusal or other preferential right to purchase all or any part of the Demised Premises.

(i) Exclusivity. The Ground Landlord has not granted any right to a third party to conduct business or use the property for a particular use to the exclusion of any other party at the Demised Premises.

(ii) Eminent Domain. Ground Landlord has not received any written notice of any eminent domain proceeding or other governmental or judicial action against the Ground Landlord's interest in the Demised Premises

(iii) Violations. Ground Landlord has not received written notice that any portion of the Demised Premises violates any governmental law or regulation, including without limitation, any environmental laws or the Americans with Disabilities Act, and it has no reason to believe that grounds exist for any such claim.

(iv) Bankruptcy; Insolvency. Ground Landlord has not filed, nor, to the best of the acknowledge and belief of Ground Landlord, is there threatened against or contemplated by Ground Landlord, a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any state thereof, or any other action brought under said bankruptcy laws.

4. Consent to Ground Tenant. The Ground Landlord hereby unconditionally and irrevocably recognizes that Ground Tenant is the lessee under the Lease with all of the rights and obligations of the lessee thereunder.

5. Consent to Leasehold Loan Documents. The Ground Landlord hereby unconditionally and irrevocably consents to the Ground Tenant encumbering the Leasehold Estate by executing and recording the Leasehold Loan Documents and the right of Ground Tenant to assign the Lease to Lender. The Ground Landlord agrees that the Leasehold Loan Documents may be assigned, modified or amended without the prior written consent of the Ground Landlord.

6. No Encumbrances. The Ground Landlord shall not sublet or encumber, mortgage, grant a security interest or otherwise finance its interest in the Lease for the Demised Premises or its fee interest in the Demised Premises ("Ground Landlord Grant of Interest") without the consent of Lender. Any Ground Landlord Grant of Interest shall be expressly subject and subordinate to the Lease and the Leasehold Mortgage and shall be void and of no force unless Ground Landlord and any other party to the Ground Landlord Grant of Interest shall execute documents in recordable form and satisfactory in form and substance to Lender, subjecting and subordinating the Ground Landlord Grant of Interest to the Lease and the Leasehold Loan Documents. Prior to effecting any Ground Landlord Grant of Interest, Ground Landlord shall obtain from the lender under any such interest, a subordination and standstill agreement with Lender that shall be in form and substance satisfactory to Lender.

7. **Subleases.** The Ground Tenant may sublet all or portions of the Demised Premises with the consent of Ground Landlord, as long as any sublease is subject to the terms of the Lease (except any provision requiring the approval of Ground Landlord to a sublease).

8. **Direct Payments.** Upon written notice to Ground Landlord, Ground Tenant or Lender may pay all expenses of the Demised Premises currently paid to Ground Landlord (including without limitation additional Rent and utilities) directly to the entities to which they are due and owing. Payment of the amounts due and owing to such entities directly shall satisfy Ground Tenant obligations under the Lease to make payment of such amounts to Ground Landlord. Notwithstanding the foregoing, Ground Tenant shall continue to pay Basic Rent to Ground Landlord.

9. **Lender's Rights in Default; Cure Periods**

a. **Default Notice.** Upon the occurrence of a default under the Lease, Ground Landlord shall provide notice of such default to Ground Tenant ("**Default Notice**") and shall provide a copy of each Default Notice to the Lender at the same time. No Default Notice shall be deemed to have been duly given and Ground Landlord shall not exercise any rights or remedies with respect to such default, unless and until a copy of the Default Notice has been so provided to the Lender. If any default entitles Ground Landlord to terminate the Lease and Ground Landlord intends to terminate the Lease if such default is not cured, then the Default Notice should so specify ("**Termination Notice**").

b. **Specified Defaults; Additional Cure Period.** From and after Lender receives the Default Notice, Lender shall have the same period to remedy or cause to be remedied the defaults which are the subject matter of the Default Notice ("**Specified Defaults**"), as is given to Ground Tenant under the Lease for the Specified Defaults, plus in each instance the Additional Cure Period (as defined below). If no time period is specified in the Lease for curing a Specified Default, then Lender shall have the Additional Cure Period to remedy or cause to be remedied the Specified Defaults.

In addition to any periods to cure defaults specified in the Lease, Lender shall have the following periods to cure defaults under the Lease once it receives a Default Notice of such defaults ("Additional Cure Period"):

(1) if such default is capable of being cured by the payment of money, thirty (30) days shall be added to any cure period specified in the Lease for the applicable default; and

(2) if such default is not capable of being cured by the payment of money, ninety (90) days shall be added to any cure period specified in the Lease for the applicable default.

c. The cure period specified in the Lease plus the Additional Cure Period for any default shall be referred to as the "**Lender's Cure Period.**"

d. **Continuing Cure Period.** If the Lender receives a Default Notice for a Specified Default that cannot be cured during the Lender's Cure Period, then at the expiration of the Lender's Cure Period, (1) the Ground Landlord shall not exercise its rights and remedies; (2) the Lease shall not terminate if the Default Notice included a Termination Notice; and (3) the time for Lender to cure or remedy such Specified Default shall be extended and continue for the period necessary for Lender to remedy such Specified Default ("**Continuing Cure Period**"), as long as Lender shall:

i. prior to the expiration of the Lender's Cure period,

1) pay or cause to be paid all Rent in arrears as specified in the Default Notice and which may become due during the Lender's Cure Period; and

2) if Lender is not enjoined or stayed from doing so, commence to cure Ground Tenant's other obligations then in default under the Lease in good faith and with reasonable diligence, except for (a) obligations of Ground Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Ground Tenant's interest in the Lease or the Demised Premises junior in priority to the lien of the Leasehold Loan Documents, and (b) non-monetary obligations that are not reasonably susceptible of being cured by the Lender (including without limitation any obligations requiring possession or control of the Demised Premises); and

ii. during the Continuing Cure Period,

- 1) pay or cause to be paid all Rent as it becomes due under the Lease;
- 2) if Lender is not enjoined or stayed from doing so, continues its good faith efforts to cure Ground Tenant's other obligations then in default under the Lease in good faith and with reasonable diligence, except for (1) obligations of Ground Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Ground Tenant's interest in the Lease or the Demised Premises junior in priority to the lien of the Leasehold Loan Documents, and (2) non-monetary obligations that are not reasonably susceptible of being cured by the Lender (including without limitation any obligations requiring possession or control of the Demised Premises); and
- 3) if Lender is not enjoined or stayed from doing so, take steps to effect a Leasehold Estate Sale and prosecute the same to completion with reasonable diligence.

e. Duration of Continuing Cure Period. The Continuing Cure Period shall continue for as long as the Lender is enjoined or stayed from exercising its rights under the Leasehold Loan Documents from (1) gaining possession or control of the Demised Premises, (2) effecting a Leasehold Estate Sale or (3) curing any Specified Defaults under the Lease and thereafter for so long as the Lender proceeds to complete steps to acquire control and possession of the Demised Premises, effect the Leasehold Estate Sale and cure the Specified Defaults with reasonable diligence.

f. No Extension of Lease Term. Nothing in this Section shall be construed to extend the Lease beyond its original term as extended by any Extension Options properly exercised by Ground Tenant or the Lender in accordance with the Lease, nor to require the Lender to continue with the exercise of remedies under the Leasehold Loan Documents after the Specified Defaults have been cured.

g. If Defaults Cured. If the Specified Defaults shall be cured and the Lender shall discontinue its exercise of remedies under the Leasehold Loan Documents, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease.

h. Lease Remains in Full Force. Upon the acquisition of the Leasehold Estate by a Transferee, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease, if the Lender has complied with the requirements of this Section.

i. Effectiveness of Termination Notice. No Termination Notice shall be effective and the Lease shall not terminate as a result, unless and until a Specified Default remains uncured after the expiration of the Lender's Cure Period and Continuing Cure Period.

j. Lender's Cure Effective. Ground Landlord shall accept performance by or at the instigation of Lender to cure or remedy a default, as if Ground Tenant had accomplished such cure or remedy. Ground Tenant authorizes the Lender to take any such action at the Lender's option and does hereby authorize entry upon the Demised Premises by the Lender for such purpose.

k. Leasehold Mortgage Not Assignment or Transfer. For the purposes of this Section, the granting of the Leasehold Mortgage by the Ground Tenant shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate, nor shall the Lender, as such, be deemed to be an assignee or transferee of the Lease or of the Leasehold Estate so as to require the Lender, as such, to assume the performance of any of the terms, covenants or conditions of the Ground Tenant to be performed under the Lease.

However, the Transferee at any Leasehold Estate Sale shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Ground Tenant to be performed under the Lease from and after the date of such purchase and assignment, but only as long as such Transferee is the owner of the Leasehold Estate. In any action brought to enforce the obligation of any such Transferee as the Ground Tenant under the Lease, the judgment or decree shall be enforceable against such Transferee only to the extent of its interest in the Demised Premises and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Transferee other than its interest in the Demised Premises.

l. Leasehold Estate Sale is Permitted Sale. Any sale of the Ground Tenant's interest in the Lease and of the Leasehold Estate as part of any Leasehold Estate Sale shall be deemed to be a permitted sale, transfer or

assignment of the Lease and the Leasehold Estate under the Lease.

m. Further Sale Permitted. Upon acquiring the Leasehold Estate, a Transferee may sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to the Transferee without further consent of Ground Landlord, and thereafter be relieved of all obligations under the Lease; provided that the assignee acquiring the Demised Premises from Transferee has delivered to Ground Landlord its written agreement to be bound by all the provisions of the Lease.

10. New Lease.

(a) New Lease Notice. If the Lease terminates because of (1) a default under the Lease and the expiration of all applicable cure periods without a cure of such default or (2) a rejection of the Lease by Ground Tenant in any state or federal insolvency or bankruptcy proceeding, Ground Landlord shall provide the Lender with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of (1) all sums which would have been due under the Lease on the date of the termination had such termination not occurred, and (2) all other defaults, if any, then known to Ground Landlord and not previously included in a Default Notice. Notwithstanding the foregoing, Ground Landlord shall have no obligation to deliver a New Lease Notice for a Specified Default which is reasonably susceptible of cure but which Landlord failed to cure during the Lender's Cure Period and the Continuing Cure Period of such default.)

(b) Right to New Lease. Upon such termination, Ground Landlord agrees to enter into a new lease (the "New Lease") of the Demised Premises with the Lender or its designee, at the sole and exclusive option of the Lender, for the remainder of the term of the Lease. The New Lease shall be effective as of the date of termination, at the Rent and upon the terms, covenants and conditions of the Lease (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled), provided that:

i. the Lender shall make written request upon Ground Landlord for the New Lease within sixty (60) days after the date such Lender receives a New Lease Notice;

ii. the Lender or its designee shall pay or cause to be paid to Ground Landlord at the time of execution and delivery of the New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and which were listed in the New Lease Notice. Additionally, Lender or its designee shall pay or cause to be paid to Ground Landlord all reasonable expenses, including without limitation reasonable attorney's fees, which Ground Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Ground Landlord from Ground Tenant or other party in interest under the Lease; Upon the execution of the New Lease, Ground Landlord shall afford to the Lender or its designee named therein, an offset against the sums otherwise due under the previous subparagraph or under the New Lease in an amount equal to the net income derived by Ground Landlord from the Demised Premises during the period from the date of termination of the Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Ground Landlord pursuant to this Section, the payment obligation shall be satisfied if Ground Landlord shall be paid the amount not in controversy, and the Lender or its designee shall agree to pay any additional sum ultimately determined to be due by a third party arbitrator reasonably acceptable to both parties.

iii. the Lender or its designee shall agree to remedy any of Ground Tenant's defaults of which the Lender was notified in the New Lease Notice and which are reasonably susceptible of being cured by the Lender or its designee;

iv. any New Lease and any renewal lease entered into with the Lender shall be prior to any Ground Landlord Grant Of Interest in the Demised Premises;

v. the Ground Tenant under the New Lease shall have the same right, title and interest in and to the Demised Premises and the improvements thereon as Ground Tenant had under the Lease; and

vi. the Ground Tenant under the New Lease shall be liable to perform the obligations imposed upon such Ground Tenant only during the period such Ground Tenant has ownership of the Leasehold Estate.

Furthermore, in any action brought to enforce the obligations of the such Ground Tenant under any New Lease, the judgment or decree shall be enforceable against the such Ground Tenant only to the extent of its interest in the premises demised by such New Lease and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Ground Tenant other than its interest in the such premises.

(c) **No Termination of Subleases.** Unless Lender otherwise directs Ground Landlord in writing, Ground Landlord agrees that upon termination of the Lease it shall not terminate any subleases in effect at the Demised Premises ("**Subleases**"), and shall recognize and use reasonable efforts to preserve the Subleases as direct leases between the subtenants under the Subleases and Ground Landlord.

11. **Rights Exercisable by Lender.** Ground Landlord and Ground Tenant hereby agree that all rights and options, including without limitation any and all extensions options, rights of first refusal and rights of purchase, may be exercised directly by or on behalf of the Lender.

12. **Lender Need Not Cure Defaults.** Nothing herein shall obligate Lender to remedy any default of which it receives notice. Without limiting the foregoing, nothing herein contained shall require the Lender or its designee as a condition to its exercise of rights under this Agreement to cure any default of Ground Tenant not reasonably susceptible of being cured by the Lender or its designee, in order to comply with the provisions of *Sections 9* of this Agreement, or as a condition of entering into the New Lease provided for by *Section 10* of this Agreement.

13. **Application of Insurance Loss Proceeds and Condemnation.** Notwithstanding anything to the contrary in the Lease, Ground Landlord agrees that any and all insurance casualties or losses and condemnation actions shall be governed by the Leasehold Loan Documents, and any and all insurance loss proceeds and condemnation awards [carve out language: otherwise payable to the Ground Tenant] shall be paid to the Lender and applied in accordance with the terms and provisions of the Leasehold Mortgage. Ground Landlord further agrees that the Lender may be named an additional insured under any insurance policies relating to the Demised Premises.

14. **Future Amendments; Cancellation.** Ground Tenant and Ground Landlord agree not to amend, modify, cancel or terminate the Lease or surrender the Leasehold Estate or Demised Premises without the prior, written consent of the Lender. Any such amendment or modification effected without such prior, written consent shall be void. Ground Landlord and Ground Tenant agree that neither shall terminate the Ground Lease upon damage, destruction or casualty upon the Demised Premises as long as the Leasehold Loan Documents remain outstanding.

15. **Future Financings.** In the event Ground Tenant seeks to refinance the Leasehold Loan from time to time by mortgaging the Leasehold Estate, Ground Landlord agrees to enter into an agreement substantially similar in form and content to this Agreement with an institutional lender proposing to make a loan to Ground Tenant secured by a first lien upon the Leasehold Estate. All reasonable expenses incurred by Ground Landlord in connection with any such agreement shall be paid by Ground Tenant.

16. **Notices.** Any notice or demand which may be given or made hereunder or with reference to the Lease shall be a sufficient notice or demand if made in writing and (a) deposited in any letter box under the control of the United States Government, enclosed in a postpaid envelope, certified, return receipt requested; (b) sent by overnight national courier service (e.g., Federal Express or Airborne Express); or (c) delivered by hand, and addressed to the respective parties at the last address of which the parties may have been informed in writing, or if no place has been designated:

If to the Ground Landlord:

DEKALB COUNTY, GEORGIA  
ATTN: Mario Evans, A.A.E., Airport Director  
DeKalb Peachtree Airport  
2000 Airport Road, Suite 212  
Atlanta, Georgia 30341  
Telephone: (770) 936-5440  
Facsimile: \_\_\_\_\_

If to the Ground Tenant: AVIONICS SALES CORPORATION  
Attn: Evelyn Tomberlin, CEO  
1770 Corporate Drive, Suite #580  
Norcross, Georgia 30093  
Telephone:  
Facsimile:

If to the Lender: JP MORGAN CHASE BANK, N.A.  
Peachtree Road and Peachtree Ave LPO  
2900 Peachtree Road NW, Suite 100-A  
Atlanta, Georgia 30305  
Attn: David P. Bass, Vice President  
Telephone: 404 926-2709  
Facsimile: 1-855-212-0262

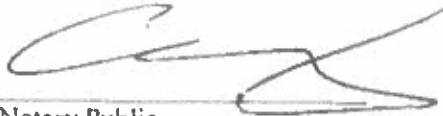
17. **Successors and Assigns**. This Agreement binds and inures to the benefit of the parties hereto, their heirs, successors and assigns.
18. **Headings**. The headings used herein are for purposes of convenience only and should not be used in construing provisions hereof.
19. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which, together, shall constitute one and the same instrument
20. **Governing Law**. This Agreement shall be construed and interpreted in accordance with the laws of the Georgia.
21. **Rules of Construction**. The parties hereto acknowledge that each party and its counsel has reviewed this Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
22. **Controlling Agreement**. In the event that any provision of this Agreement conflicts with any specific provision of the Lease, this Agreement shall control. This Agreement is designed to grant certain rights to Lender that may not be explicitly found in the Lease. Ground Landlord and Ground Tenant acknowledge that Lender shall have the benefit of such rights notwithstanding the terms of the Lease.
23. **Acknowledgement of Notice**. Ground Landlord acknowledges that this Agreement shall serve as notice under the Lease sufficient to entitle Lender to all benefits of a mortgagee or lender under the Lease, including without limitation any rights to notice and cure and rights to enter into a new lease with Ground Landlord as provided in this Agreement.
24. **Reliance**. Ground Landlord and Ground Tenant acknowledge that Lender may rely upon the statements and provisions in this Agreement in making the Leaschold Loan and that the provisions of this Agreement shall be effective notwithstanding a contrary provision or the absence of a similar provision in the Lease.

[SIGNATURES ON FOLLOWING PAGE]

*[SIGNATURES TO THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT]*

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, this \_\_\_\_ day of , 2019.

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

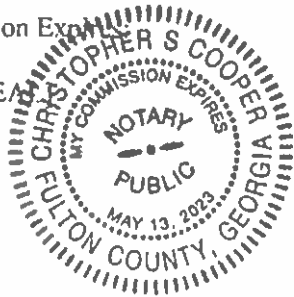
  
\_\_\_\_\_  
Notary Public

**GROUND TENANT:**  
**AVIONICS SALES COPORATION**

By  [SEAL]  
\_\_\_\_\_  
Evelyn Tomberlin, CEO

My Commission Expires

[NOTARY SEAL]



*[SIGNATURES TO THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT  
CONTINUED ON FOLLOWING PAGE]*



*[SIGNATURES TO THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT]*

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, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

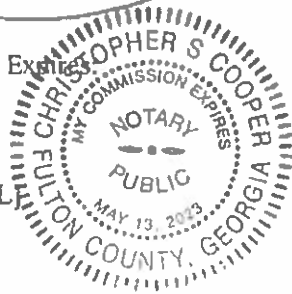
**LENDER:**  
**J.P. MORGAN CHASEBANK, N.A**

  
\_\_\_\_\_  
Notary Public

By:  [SEAL]  
David P. Bass, Vice President

My Commission Expires \_\_\_\_\_

[NOTARY SEAL]



*[SIGNATURES TO THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT  
CONTINUED ON FOLLOWING PAGE]*

[SIGNATURES TO THE GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: Evelyn Tomberlin  
Signature (SEAL)

Evelyn Tomberlin  
Name (Typed or Printed)

President  
Title

58-2296295  
Federal Tax Identification Number

6-21-19  
Date Signed by Lessee

DEKALB COUNTY, GEORGIA

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

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

Evelyn Tomberlin (Seal)

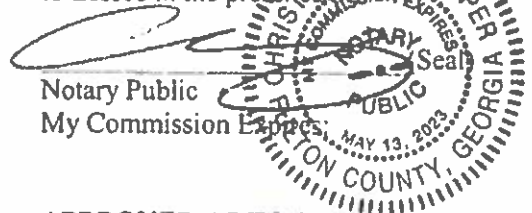
Evelyn Tomberlin  
Name (Typed or Printed)

Secretary  
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:



Notary Public  
My Commission Expires:

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

\_\_\_\_\_ (Seal)

Notary Public  
My Commission Expires:

APPROVED AS TO SUBSTANCE:

[Signature]  
Department Director

APPROVED AS TO FORM:

[Signature]  
County Attorney Signature

Max Ming Chang  
County Attorney Name (Typed or Printed)

**CERTIFICATE OF CORPORATE RESOLUTION**

I, **Evelyn Tomberlin**, certify the following:

That I am the duly elected and authorized Secretary of **AVIONICS SALES CORPORATION**, hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of **GEORGIA**;

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

**GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT**

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 21 day of June, 2019.

  
\_\_\_\_\_  
Evelyn Tomberlin, Secretary (CORPORATE SEAL)

# JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

## SECRETARY'S CERTIFICATE

I, Ameer Kantesaria, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States of America (the "Bank"), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank") and any other contracts, instruments or documents in connection with the conduct of the business of the Bank ("Documents"), whether or not specified in the resolutions of the Bank's Board of Directors (the "Board"), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank ("CEO"), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm's Operating Committee (an "Operating Committee Member"), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

WITNESS my hand on April 22, 2019.

  
Ameer Kantesaria