

STATE OF GEORGIA
COUNTY OF DEKALB

LEASE AMENDMENT NO. 1

TO

CONTRACT NO. 531981

THIS LEASE AMENDMENT NO. 1 to CONTRACT No. 531981 (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 Flightway One, LLC, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, the County and Flightway One, LLC, have previously entered into a certain Lease Agreement dated December 20, 2004 (together with all amendments thereto, hereinafter referred to collectively as the "Lease" or "Lease Agreement") for the lease of certain premises consisting of approximately 0.804 acre (the "Leased Property") and including any improvements thereon, as identified on the Survey dated June 28, 1982 for North Terminal Lease Area N6 (2011 Flightway Drive), prepared by Patterson & Dewar Engineers, Inc., attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the County and Lessee desire to amend said Lease Agreement to include 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:

Section 5.D, Rent Credit. Add the following paragraphs:

Notwithstanding the above, Lessor acknowledges that additional improvements or alterations made to the Leased Property by Lessee are necessary to bring the facility up to code so that it can be operational as a fuel facility. Improvements include the installation of a new above ground fuel system and closure of the existing underground storage tank ("UST") system. Allowable improvements total Two Hundred, Thirty-Seven Thousand, Six Hundred and Seventy-Five Dollars (\$237,675.00), as shown in Exhibit B, Estimated Project Costs – New Fuel System and Closure of UST System, Flightway One. Exhibit B is hereto attached and incorporated herein by reference. As such, the Lessee may deduct said amount from the Basic Rent stated above which results in a monthly credit of Two Thousand, Six Hundred, Forty Dollars and Eighty-Three Cents (\$2,640.83). This rent credit shall commence on May 1, 2017 and end on December 1, 2024 unless the Lease Agreement is terminated earlier as provided therein.

Said improvements or alterations shall be completed within twenty-four (24) months from the effective date of this Lease Amendment No. 1. 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. 1 to be executed in three counterparts, each to be considered as an original by their authorized representative, on this ____ day of _____, 2017.

FLIGHTWAY ONE, LLC

DEKALB COUNTY, GEORGIA

By: [Signature] (SEAL)
Signature

Cliff Clark
Name (Typed or Printed)

Pres/Manager
Title

65-1236864
Federal Tax I.D. Number

_____ by Dir.(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Andrea Moore
Signature

Andrea Moore
Name (Typed or Printed)

Director of Operations
Title DPFI

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:

Maryann Edwards (Seal)
Notary Public
My Commission Expires
10/17/19



APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Department Director

[Signature]
S.A.T. County Attorney Signature

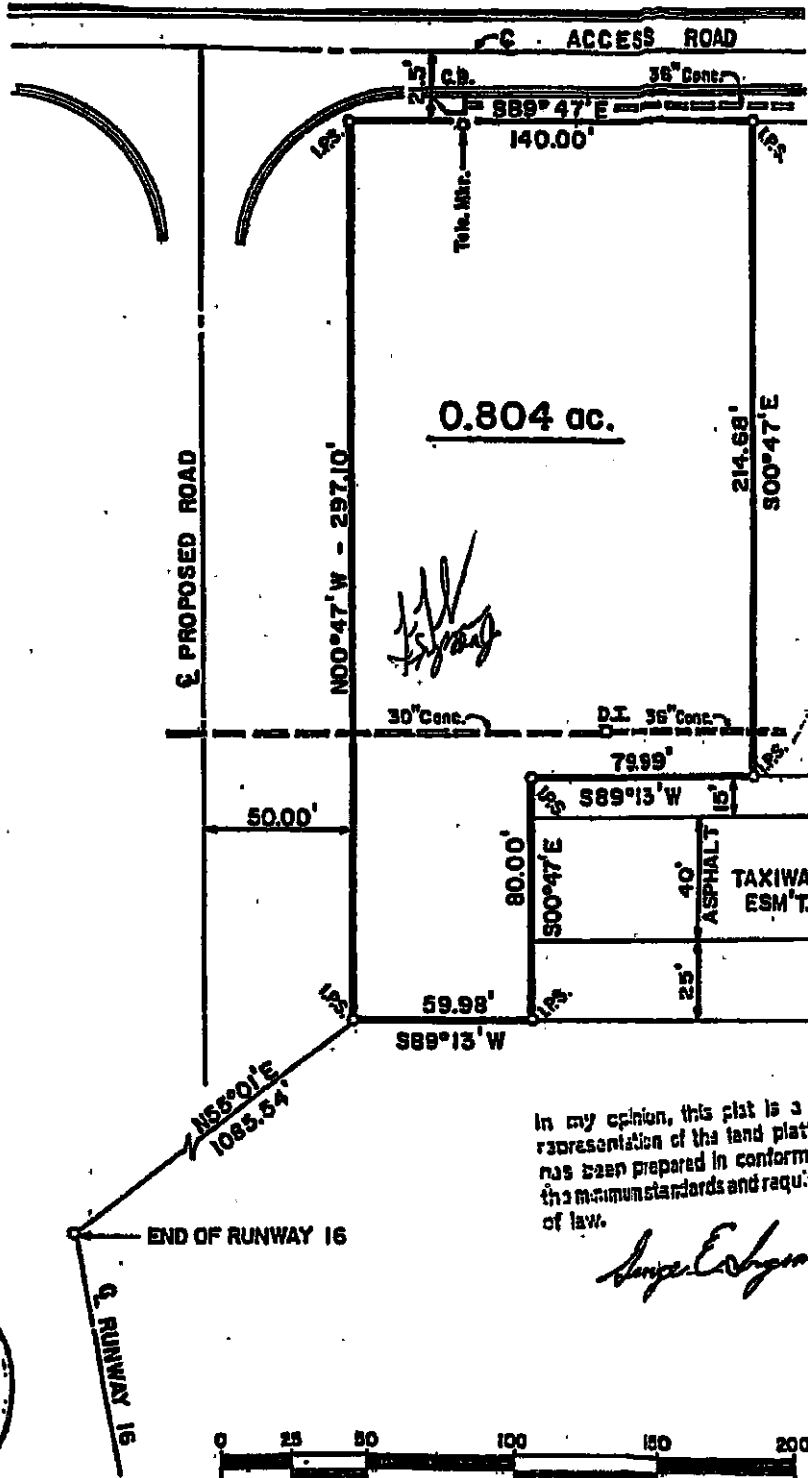
Jernaine A. Walker
S.A.T. County Attorney Name (Typed or Printed)

EXHIBIT A

Survey dated June 28, 1982 for North Terminal Lease Area N6

Prepared by Patterson & Dewar Engineers, Inc.

Exhibit A



In my opinion, this plat is a representation of the land plat has been prepared in conform to the minimum standards and require of law.

George E. Ingram



DATE	6-28-82
SCALE	1" = 50'
DRAWN BY	PBA
CHECKED BY	
FIELD BOOK	802A
SHEET	1 OF 1

NORTH TERMINAL LEASE AREA N6
DEKALB PEACHTREE AIRPORT
 LAND LOT 279 18th DISTRICT
 DEKALB COUNTY GEORGIA
 PATTERSON & DEWAR ENGINEERS INCORPORATED
 DECATUR, GEORGIA

cc

DEKALB PEACHTREE AIRPORT
NORTH TERMINAL LEASE AREA N6

All that tract of land lying and being in Land Lot 279 of the 18th District, DeKalb County, Georgia, being on the property of the DeKalb Peachtree Airport, and being more particularly described as follows:

BEGINNING at a point, said point being N 55°01'E for 1085.54 feet from the centerline point on the northern most end of Runway 16 and on the eastern edge of a 100 foot right-of-way for a Proposed Road; thence, proceed along said right-of-way N00°47'W for 297.10 to an iron pin at the intersection of said right-of-way and the southern right-of-way of an Access Road; thence, proceed along said southern right-of-way S89°47'E for 140.00 feet to an iron pin; thence, proceed S00°47'E for 214.68 feet to an iron pin on the northern edge of a taxiway easement; thence, proceed along the northern edge of said taxiway easement S89°13'W for 79.99 feet to an iron pin at the northwestern corner of said easement; thence, proceed S00°47'E for 80.00 feet along the western edge of said easement to an iron pin at the southwestern corner of said easement; thence, proceed S89°13'W for 59.98 feet to an iron pin and the point of BEGINNING. Said tract of land containing 0.804 acres of land, more or less, according to a plat by Patterson & Devar Engineers, Inc., dated June 28, 1982.

P&DE
6/29/82

OC

EXHIBIT B

Estimated Project Costs – New Fuel System and Closure of UST System

Flightway One.

Exhibit B

ESTIMATED PROJECT COSTS – NEW FUEL SYSTEM AND CLOSURE OF UST SYSTEM FLIGHTWAY ONE

1. Closure of USTs by excavation/removal and demo of dispensing equipment. \$45,575
2. Purchase of new tank system. \$80,000
3. Disassembly, load, and transport of new tank system to PDK. \$10,200
4. Concrete support slabs; offloading and placing of tank and dispensing system. \$16,500
5. Reassembly of system and installation of piping. \$12,500
6. Electrical connections. \$20,000 (estimated cost only)
7. Mechanical, Structural, & Electrical engineering design and project management. \$45,000
8. Civil engineering design (if needed). \$3,500
9. Permits and fees (state, county, & city). \$4,400

TOTAL ESTIMATED PROJECT COSTS = \$237,675

UST = Underground Storage Tanks

AST = Aboveground Storage Tanks