STATE OF GEORGIA

COUNTY OF DEKALB

LEASE AMENDMENT NO. 7

TO

CONTRACT NO. 500676 (formerly Contract No. 79-1971)

THIS LEASE AMENDMENT NO. 7 to CONTRACT No. 500676 (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 Epps Air Service, LLC dba Aero Center Epps Atlanta, LLC (formerly Epps Air Service, Inc.), organized and existing under the laws of the State of Georgia, with offices in DeKalb, Georgia (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, County and Epps Air Service, Inc., previously entered into a certain Lease Agreement dated March 30, 1979 (together with all amendments thereto, hereinafter referred to collectively as the "Lease") for the lease of certain premises consisting of approximately 15.98 acres (the "Leased Ground") and including any improvements thereon. Said Lease is recorded in Deed Book 4156, beginning at page 320 in the Office of the Clerk of the Superior Court of DeKalb County, Georgia; and

WHEREAS, the Lease was amended by Lease Amendment No. 1 dated March 29, 1989 whereby six (6) additional paragraphs identified as Paragraph Nos. 51, 52, 53, 54, 55 and 56 were added; Tract E-1 was included and the lease term was extended through March 31, 2014; and

WHEREAS, Lease Amendment No. 2 is intentionally omitted as it does not exist due to numbering error; and

WHEREAS, the Lease was further amended by Lease Amendment No. 3 dated February 21, 1995, whereby a new Section 57, Storm Water Compliance was added to the Lease; and

WHEREAS, the Lease was further amended by Lease Amendment No. 4 dated February 15, 1996, whereby Lease Tract 5 was incorporated into the lease and the lease term was extended through March 31, 2024; and

WHEREAS, the Lease was further amended by Lease Amendment No. 5 dated July 16, 1996, whereby specific terms and conditions were set forth for aircraft parking accommodations during the Games of the XXVI Olympiad; and

WHEREAS, the Lease was further amended by Lease Amendment No. 6 dated September 29, 2015, whereby 5,780 square feet were added to Hangar 2, the lease term was extended through March 31, 2040 and Lease Area Retracement Survey for Epps Aviation at DeKalb Peachtree Airport dated March 15, 2015, by Patterson & DeWar Engineers, Inc., identified the leased premises. Said Lease Area Retracement Survey for Epps Aviation at DeKalb Peachtree Airport is identified as Exhibit A to this Amendment No. 7 and attached hereto and incorporated herein as reference; and

WHEREAS, "Tract E-I" and "Parcel E-I" refer to the same premises and are hereby used interchangeable; and

WHEREAS, the Lease was further amended by a Consent to Leasehold Deed to Secure Debt dated May 16, 2023, whereby Epps Air Service, LLC dba Aero Center Epps Atlanta, LLC, became the Lessee under the Lease Agreement; and

WHEREAS, Market Rent Analysis by Flock Realty Group Aviation Real Estate, with Date Analysis January 12, 2024, and Date of Report/Rent Estimate January 12, 2024, is made a part of this Lease Amendment No. 6. Exhibit B is hereby attached and incorporated herein as reference; and

WHEREAS, the County and Lessee desire to delete Tract 5 from the Leased Property (Leased Ground); delete the Leased Property identified as the smokestack in Parcel E-1; and add the NW Tie Down Ramp Lease Tract to the Leased Property (Leased Ground); revise Section 5, Lease Payment; and

WHEREAS, the County and Lessee desire to extend the Lease Agreement for an additional fifteen (15) years in return for capital improvements to the leased ground and the improvements thereon in the amount of \$5,481.080.00; 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:

Add the following new paragraphs C, D, E, F and G to Section 1, Leased Property, of the Lease Agreement dated March 30, 1979:

C. Notwithstanding the above, the Leased Property identified as Tract 5 on Lease Area Retracement dated March 18, 2015 by Patterson & DeWar Engineers, Inc. is hereby replaced with revised Lease Tract 5 and Lease Tract 5C identified in Lease Area Survey for DeKalb Peachtree Airport dated 9/21/2021 by Colliers Engineering & Design. Lease Tract 5 consists of 0.83 acres or 36,127 square feet. Lease Tract 5C consists of 0.19 acres of 8,300 square feet. Lease Area Survey dated 9/21/2021 by Colliers Engineering & Design is attached as Exhibit C and included herein by reference.

Notwithstanding the above, Lease Tract 5 and Lease Tract 5C are hereby deleted from the Leased Property.

D. Notwithstanding the above, the Leased Property identified as Tract E-1 (or Parcel E-1) on Lease Area Retracement dated March 18, 2015, by Patterson & DeWar Engineers, Inc., is hereby revised. The Leased Premises identified as the SmokeStack, consisting of 0.020 acre or a total of 869.3 square feet, is hereby deleted. The revised acreage and square footage of Tract E-1 (or Parcel E-1) is established as 1.451 acres or 63,207.70 square feet. Said deleted Leased Property is more particularly described in Lease Area Survey of SmokeStack Parcel dated July 12, 2019, by Atwell. Lease Area Survey of SmokeStack Parcel is attached hereto as Exhibit D to this Lease Amendment No. 7 and incorporated herein by reference.

E. Notwithstanding the above, the Leased Property identified as the NW Tie-Down Ramp Lease on Survey dated 9/21/2021 by Colliers Engineering & Design is hereby added to the Leased Premises. The NW Tie-Down Ramp consists of 26,400 square feet or 0.61 acres. Said parcel is more particularly described as NW Tie-Down Ramp Lease Survey dated 9/21/2021 by Colliers Engineering & Design is attached hereto as Exhibit E to this Lease Amendment No. 7 and incorporated herein as reference.

F. <u>Leased Premises</u>. The following tracts, along with approximate square feet, are located on the Leased Premises:

Tract	Acreage	Square Feet 188,005		
1	4.316			
4A	0.156	6,795		
4A1	0.004	174		
5A	1.270	55,321		
5B	1.471	64,077		
7A	6.986	304,310		

7A1	0.095	4,138 64,861		
7B	1.489			
E-1	1.451	63,207.7		
NW Tie-Down Ramp	0.61	26,400		

G. Effective with the execution of Lease Amendment No. 7, the leased premises shall consist of 17.84 acres or 777.288.70 square feet (the "Leased Property") and includes any improvements thereon.

Delete Paragraph B to Section 4 of the Term of the Lease Agreement dated March 30, 1979 and Replace with the following:

- B. Extension of Term. Notwithstanding the above, this Lease is hereby extended for a period of fifteen (15) years, commencing on April 1, 2040. This Lease shall terminate absolutely and without further obligation of the part of either the Lessee or Lessor on March 31, 2055, unless terminated earlier in accordance with the termination provision of the lease.
- C. Option for Renewal Term. Lessee may renew this Lease in accordance with Section 6-136 of the DeKalb County Code as Revised, 1988. Failure to comply with Section 6-136 of the DeKalb County Code as Revised, 1988, shall be grounds to terminate this Lease and the parties shall have no further rights, duties or obligations hereunder, other than obligations that are accrued but unsatisfied as of the date of the termination.

<u>Delete Section 5, Lease Payment, of the Lease Agreement dated March 30, 1979. Replace with the following revised Section 5:</u>

A. Rent. On April 1, 2024, Lessee agreed to pay Lessor, as Rent for the Leased Property an amount equal to Ten Percent (10%) of the Fair Market Value or \$47,891.00, as determined by Fair Market Rent Analysis or adjusted upward in the same ratio as the CPI, All Urban Consumers, South Region database, as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Notwithstanding the above, effective with the execution of Lease Amendment No. 7, the monthly Basic Rent is hereby adjusted. Basic Rent is accrued on a monthly basis and shall be paid in equal monthly installments, initially in the monthly amount of Thirty-Four Thousand, Two Hundred, Eighty-Five Dollars and Sixty-Seven Cents (\$34,285.67). Rent is due and payable on the first day of each month in advance during the term of this Lease Agreement.

- B. Escalation of Monthly Basic Rent. The monthly Fair Market Rent amount, as adjusted in this Lease Amendment No. 7, shall remain constant throughout the next five (5) years of the Lease. The monthly Fair Market Rent amount, as adjusted in this Lease Amendment No. 7, shall increase by Ten Percent (10%) on April 1, 2029, April 1, 2034, April 1, 2039, April 1, 2044, April 1, 2049, and April 1, 2054.
- C. Rent Credit. Lessor recognizes and acknowledges improvements made to the property by the Lessee includes the renovation of Epps Air Service, Inc. (EAS) Hangar 2. The allowable improvements total One Million and Two Hundred Thousand Dollars (\$1,200,000.00). As such, the Lessee may deduct up to said amount from the adjusted monthly Basic Rent stated above, which may result in a monthly rent credit up to Ten Thousand Dollars (\$10,000.00). This rent credit shall commence on August 1, 2017, and end on August 1, 2027, unless the Lease is terminated as provided herein.
 - D. Fuel Flowage Fee. Effective with the execution of Lease Amendment No. 7, Lessee shall pay a

fuel flowage fee (FFF) in the amount of \$0.16 per gallon for fuel, oils and lubricants delivered to the Leased Property. The payment is to be remitted the month following the delivery month into the tank. The aforesaid fuel flowage amounts shall continue throughout the first five (5) years of this Lease Amendment No. 7.

It is further agreed that Lessee will deliver a minimum of 50,000 gallons of fuel annually. If fewer than 50,000 gallons are delivered to the Leased Property annually, a penalty of \$0.20 per gallon for every gallon fewer than 50,000 gallons shall be applied and paid without demand, the month after such under delivery occurs, with that month's fuel flowage fee as required. This minimum fuel delivery requirement shall be effective the 12-month period following the effective date of the new lease and every fully year thereafter.

- 1. Report Forms: Payment. On the first (1st) day of each month, Lessee agrees to submit to Lessor its commission remittance (fuel, oil, lubricants) for the previous calendar month with a reporting form, attached hereto as Exhibit G, Remittance Worksheet, showing the remittance calculation.
- E. <u>Escalation of Fuel Flowage Fee</u>. The fuel flowage fee of \$0.16, in this Amendment No. 7, shall remain constant throughout the next five (5) years of the Lease Agreement. The fuel flowage fee for such fuel, oil and lubricants delivered to the Lease Property, shall increase by one cent (\$0.01) per gallon on April 1, 2029, April 1, 2034, April 1, 2039, April 1, 2044, April 1, 2049, and April 1, 2054.

Add the following new Paragraph D to Section 6, Schedule of Improvements by Lessee, to the Lease Agreement dated March 30, 1979:

D. Additional Minimum Improvements.

Notwithstanding the above, Lessee will commit a minimum of \$5,481.080.00, in capital improvements to the Leased Property within two (2) years from the Effective Date of this Lease Amendment No.

7. These improvements will include, but are not limited to, those improvements outlined in Exhibit F to this

Lease Amendment No. 7. Exhibit F, undated Budget Analysis Summary dated for Epps Air Service, LLC dba Aero Center Epps Atlanta, LLC, is attached hereto and incorporated herein by reference.

- 1. Lessee shall, within two (2) years from the Effective Date of this Lease Amendment No. 7, complete the following capital improvement projects as outlined in Exhibit F.
- Lessee will be required to submit proof of payment, i.e. paid invoices, for all capital
 Improvements within three (3) years of the commencement of this Lease Amendment No. 7, or by December 31,
 2028.
- 3. Any invoice submitted after December 31, 2028, shall not be recognized and shall not be credited toward the \$5,481.080.00 improvements required in this Section 6.
- 4. If the total value established by invoice for the capital improvement projects outlined above is not accomplished as required to a minimum value of \$5,481,080.00, the difference \$5,481,080.00 minus (-) actual times (x) fifteen percent (15%) shall be due Lessor no later than March 31, 2028.

<u>Delete Section 17, Title, of the Lease Agreement dated March 30, 1979, and Replace with the following Revised Section 17, Title:</u>

Section 17, Title.

- A. Newly Constructed Buildings and or Replacement Structures: During the term of this Lease

 Agreement and upon completion of any improvements, title to any and all newly constructed buildings, i.e. new and or replacement structures placed on the Leased Property by Lessee shall remain in Lessee. Consequently, the Lessee shall be responsible for paying any and all property taxes and the like on these newly constructed buildings and or replacement structures through the entire period of the Lease.
 - B. Existing Property and Structures: Title to all existing structures and facilities reverted to the

ownership of the County on March 31, 2024. Hence, no payment of property taxes on County Airport property and existing facilities are due or required after March 31, 2024, exclusive of newly constructed and or replacement structures outlined above in Paragraph A. However, final determination of property taxes due remains with the DeKalb County Tax Commissioner.

C. Reversion of Title: Title to any and all new improvements (including newly constructed buildings and or replacement structures) on the Leased Property shall revert to the ownership of Lessor at the termination of this Lease Agreement.

<u>Section 50, Ownership of Buildings, of the Lease Agreement dated March 31, 1979, is intentionally omitted.</u> Refer to Revised Section 17, Title, of this Lease Amendment No. 7, above.

Add the following Section 51, Severability.

Section 51, Severability.

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

II. <u>NO ADDITIONAL MODIFICATION</u>. Except as herein modified and amended, all other terms and conditions of the Lease remain unchanged and in full force and effect. The terms and conditions contained in this Lease Amendment No. 7 shall govern over any inconsistent terms and conditions contained in the Lease.

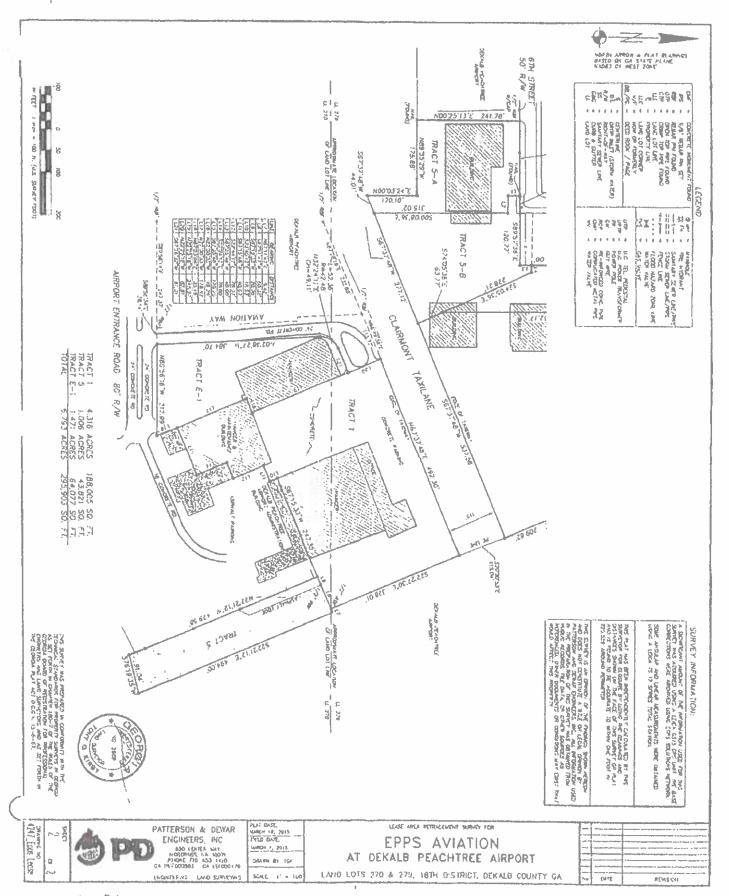
(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment No. 7 to be executed in three counterparts, each to be considered as an original by their authorized representative, on this As day of August, 2024.

EPPS AIR SERVICE, LLC dba Aero Center Epps Atlanta, LLC	DEKALB COUNTY, GEORGIA
By: Mich for Schrift (SEAL) Signature S MICHAEL SCHRIFT (SEAL) Name (Typed or Printed) My Macon Co - CEO Title 5 f - 090 3303 Federal Tax I.D. Number	by Dir.(SEAL) MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia
Have S. Ger HTTA	
Signature Key Geffin Name (Typed or Printed)	ATTEST:
Title Signed, sealed and delivered as to Lessee in the presence of:	BARBARA H. SANDERS, CCC, CMC Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia
Notary Public My Commission Expires 07/26/2025	APPROVED AS TO FORM:
APPROVED AS TO SUBSTANCE:	County Attorney Signature County Attorney Name (Typed or Printed)
Department Director Notary Public State of F Debra Burkhart My Commission HH 146 Expires 07/26/2025	1

Exhibit A to Lease Amendment No. 7 (consisting of 2 pages)

Lease Area Retracement Survey for Epps Aviation at DeKalb Peachtree Airport
Dated March 15, 2015
by Patterson & DeWar Engineers, Inc.



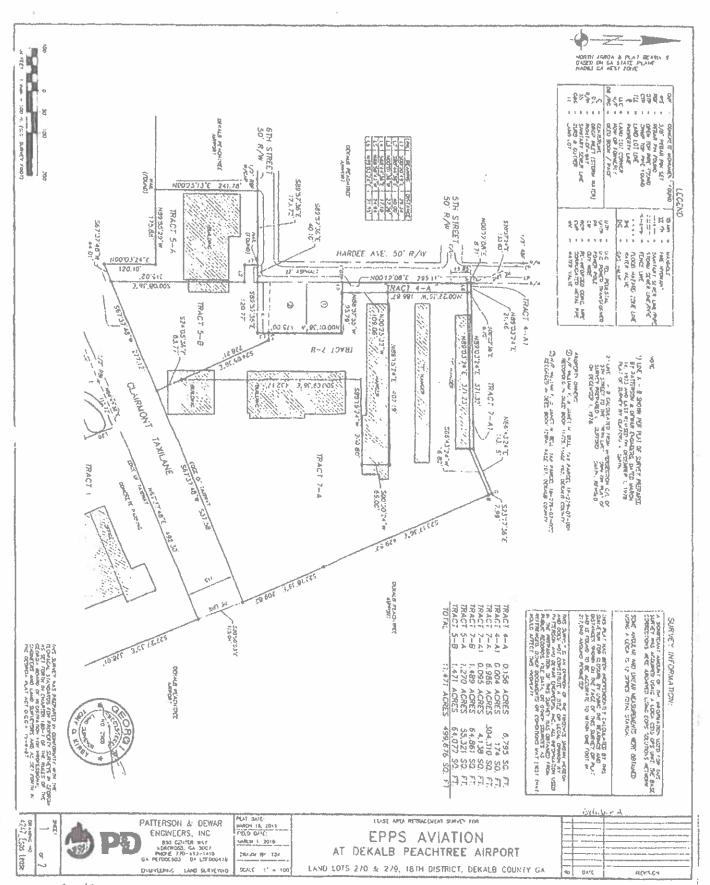


Exhibit B to Lease Amendment No. 7 (consisting of 32 pages)

Market Rent Analysis by Flock Realty Group Aviation Real Estate

Date of Analysis January 12, 2024
Date of Report/Rent Estimate January 17, 2024



MARKET RENT ANALYSIS Aero Center Epps Atlanta 1 Aviation Way – Atlanta, GA 30341

Peachtree Dekalb Airport (PDK)



Prepared for:

Mr. Hunter Hines – Deputy Director Dekalb Peachtree Airport 2000 Airport Road; Suite 212 Atlanta, GA 30341

Date of Analysis: January 12, 2024
Date of Report/Rent Estimate: January 12, 2024

January 12, 2024

DeKalb Peachtree Airport 2000 Airport Road, Suite 212 Chamblee, GA 30341 ATTN: Hunter Hines – Deputy Airport Director

RE: Market Rent Analysis - Aero Center Epps Atlanta (PDK)

Dear Mr. Hines,

Thank you for the opportunity to provide a Market Rent Analysis of the Aero Center Epps Atlanta corporate leasehold located at PDK. Our report and recommendations are discussed on the following pages.

Based on the relevant data assembled during our investigation, along with our analyses and conclusions below, it is our opinion that current market rent for a leasehold at PDK similar in size and age with comparable amenities would be:

795,439 Land Square Feet at \$0.72/SF per year, or \$574,695 per year.

This is exclusive of any fuel/service agreements. Flock Realty Group applied a weighted average calculation to the different property types (parking areas, tie down areas, fuel farms, terminal/FBO space, office space, and hangar space) to come up with a market rate for the entire leasehold.

We appreciate the opportunity to be of assistance on this project. Please feel free to give me a call or send me an e-mail with any questions.

Sincerely,

Jim Flock, Jr.

Jim Flock, Jr. President

Cc: Joyce D Foster, CPPO, CPPB
Procurement Projects Manager

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SCOPE/PURPOSE OF WORK

This summary report conveys Flock Realty Group's opinion of market rent for certain land and improvements located at the Dekalb Peachtree Airport, specifically the corporate leasehold of Aero Center Epps Atlanta. An opinion of market rent for the subject airport was developed based on an analysis of the information and data obtained from similar properties at comparable airports in the Greater Atlanta area. Comparable airports were chosen based on their proximity to Atlanta, volume of corporate jet traffic, runway length, and availability of services. All rates are exclusive of any fuel/service agreements unless otherwise noted. The ultimate purpose of this analysis is to provide an estimate of the Market Rent on an "as-is" basis to assist DeKalb County and the DeKalb Peachtree Airport with future lease negotiations. The subject leasehold is governed by a Lease Agreement with six amendments with DeKalb County. The lease terms were not used in this analysis, as the purpose of this assignment is to provide an estimate of current Market Rent independent of any existing agreements. Interviews with brokers, airport managers, owners and buyers were conducted along with secondary research using websites such as Aviation Property Network (APN.aero), LoopNet, CREXI, municipal listings, publications and other MLS type listings. The research was then analyzed for the most relevant to the subject. The results and conclusions are discussed in this report.

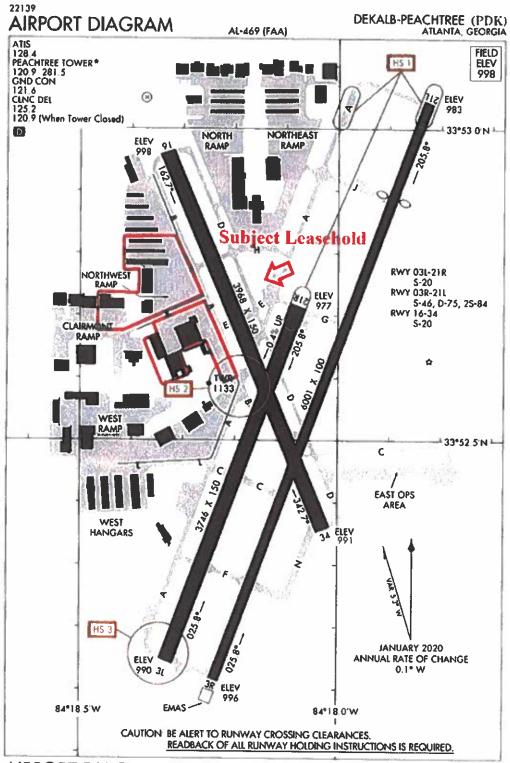
DEKALB PEACHTREE AIRPORT

DeKalb-Peachtree Airport (PDK) is located on more than 700 acres of land in the northeastern part of DeKalb County. It is classified as a general aviation reliever airport, which reduces air-carrier airport congestion by providing service for smaller general aviation aircraft, such as corporate and business jets, aircraft charters, training aircraft, helicopters and personal aircraft used for business and recreational purposes.

Over the past 30 years, the airport has annually averaged over 200,000 take-offs and landings. PDK is the second busiest airport in Georgia based on number of operations, only behind Hartsfield-Jackson Atlanta International Airport. PDK's location eight miles from the heart of downtown Atlanta makes it the airport of choice for those operators of corporate, business, and general aviation aircraft visiting the Atlanta metropolitan area.

The airport lies at an elevation of 1,003 feet and contains four active runways and one helipad. Runway 3R/21L is 6,001 feet in length and 100 feet wide with a concrete grooved surface in good condition. Weight bearing capacity is 46,000 pounds single wheel and 75,000 pounds dual wheel. The runway has high intensity runway edge lights, a 4-box VASI (Visual Approach Slope Indicator) on 3R, and a 2-light PAPI (Precision Approach Path Indicator), medium intensity approach lighting, and an instrument landing system (ILS) on 21L. In late 2018, the first EMAS (Engineered Material Arresting System) installed in Georgia was added to runway 3R/21L. Runway 16/34 is 3,968 feet long and 150 feet wide with an asphalt surface, medium intensity runway edge lights, and 4-box VASIs on each end. Runway 3L/21R is 3,746 feet in length by 150 feet wide and is also an asphalt surface runway with medium intensity runway edge lights and 2-light PAPI's on each end. PDK also has one helipad designated as H1 with a concrete surface measuring 56 by 56 feet.

The airport currently is home to three fixed-based operators (FBOs) and hosts a myriad of aviation-related tenants. There are over 400 aircraft based on the field.



AIRPORT DIAGRAM

ATLANTA, GEORGIA DEKALB-PEACHTREE (PDK)

SUBJECT LEASEHOLD SUMMARY

The subject leasehold lies on the west side of the airport, within the quadrants designated as the Northwest and Clairmont ramps of the Dekalb Peachtree Airport. The leasehold is comprised of 10 tracts of land totaling 18.264 acres (795,439 square feet). See Exhibit A & A-1 for a delineation.

Aero Center Epps Atlanta Tracts (PDK)

Tract	Acres	Total Square Feet	Bldg SF	Land SF
l	4.316	188,005	113,000	75,005
4-A	0.156	6,795	2	6,795
4-A1	0.004	174	-	174
5	1.006	43,821	-	43,821
5-A	1.270	55,321	23,345	31,976
5-B	1.471	64,007	23	64,007
7-A	6.986	304,310	87,106	217,204
7-A1	0.095	4,138		4,138
7-B	1.489	64,861	2	64,861
E-1	1.471	64,007		64,007
Total:	18.264	795,439	223,451	571,988

The site is improved with 48 hangars ranging in size and age. With the exception of the T-hangars, all of the hangars have an office component. The improvements are summarized in the following chart.

Summary of Aero Center Epps Atlanta's Hangar Leasehold (PDK)

Facility	Quantity	Year Built	Square Feet (Hangar)	Hangar Door Height	Square Feet (Office/Shop)	Total Square Feet
Hangar #1	1	1940	40,000	28'	14,000	54,000
Hangar #2	1	1940*	18,000	28'	16,000	34,000
Hangar #3	1	1991	20,000	20'	5,000	25,000
Hangar #4	1	1980	10.000	20'	1,120	11,120
Hangar #5	I	1980	10.000	20'	2,225	12,225
Hangar #6	1	1999	10.000	25'4"	1,372	11,372
Hangar #7	1	1983	10,000	24'9"	1,642	11,642
Hangar #8	1	1983	10,000	24'9"	1,642	11,642
Standard T-Hangars	34	1970's	41.650	12'		41,650
Large T-Hangars	6	1970's	10.800	14'		10,800
Total:	48	-	180,450		43,001	223,451

^{*} Renovated in 2018

The leasehold improvements also include a fixed base operator/terminal building as well as a fuel farm with a 70,000 gallon capacity.

The leasehold agreement is dated March 30, 1979, Aero Center Epps Atlanta and has the following use restrictions "shall use the leased property for a Fixed Base Operation (FBO) for general aviation purposes including but not limited to flight training, hangar rental, aircraft sales and service, tie down facilities, fuel and oil sales, new and used aircraft and aircraft equipment sales, offices, training and facilities rental, charter service, air freight service and aerobatic training." The lease further stipulates that all facilities are to be operated in a "first class manner."

The Aero Center FBO advertises/provides the following services: Aircraft parking, catering, aircraft maintenance, concierge services, aircraft fueling, transient hangar space, crew cars, and a passenger lounge.

The following is a description of the leasehold and improvements:

Tract #1

Tract 1, comprised of 4.316 acres (188,005 SF), contains three aircraft hangars (Hangar #1, #2, and #3) measuring a total of 78,000 square feet.

Hangar #1 is one of the oldest buildings on the airport having been constructed in the 1940s. The hangar is constructed of steel with concrete flooring and is equipped with radiant heating. Hangar #1 includes a 28-foot high sliding door on the east and west side of the facility.

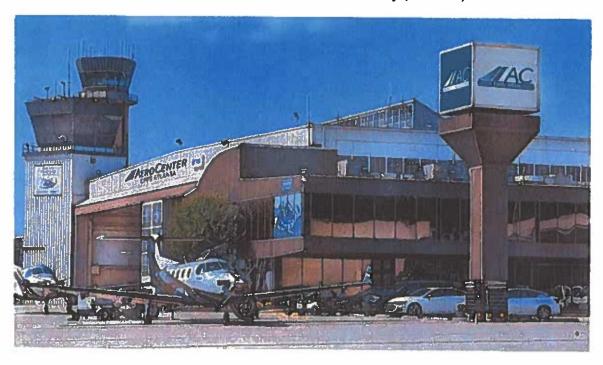
Attached to Hangar #1 is the terminal (FBO) building which measures 14,000 square feet and is comprised of two stories, a reception area, two waiting areas, breakroom, conference rooms, pilot lounge, and several offices.

Hangar #2 was also built in 1940 and was renovated/expanded in 2017-2018. It measures 80' x 225' (18,000 SF) with a 28' door height. It also encompasses 16,000 square feet of office/maintenance space. Hangar #2 features a sprinklered fire suppression system.

Hangar #3, constructed in 1991, measures 100° x 200° (20,000 SF) with a 20° door height. It also encompasses 5.000° of office/maintenance space. The hangar space contains radiant heating, metal halide lighting and a roof skylight system.

Total Building square footage on tract 1 measures 113,000 square feet.

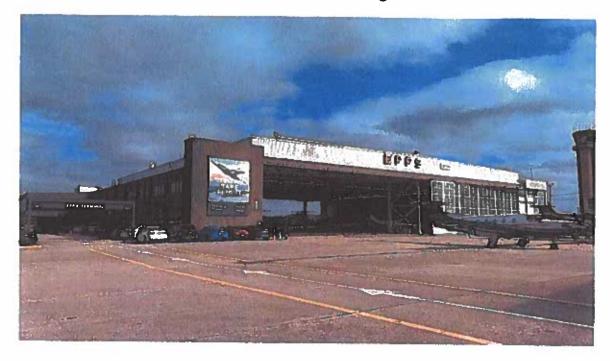
Ramp view of the FBO/Terminal Facility (Tract #1)



Hangar #1 (40,000 SF) Facing North



Hangar #1 (40,000 SF) Facing East



FBO/Terminal Facility (14,000 SF)



FBO Lobby/Reception Area



FBO Waiting Area



FBO Conference Room



Hangar #2 Exterior



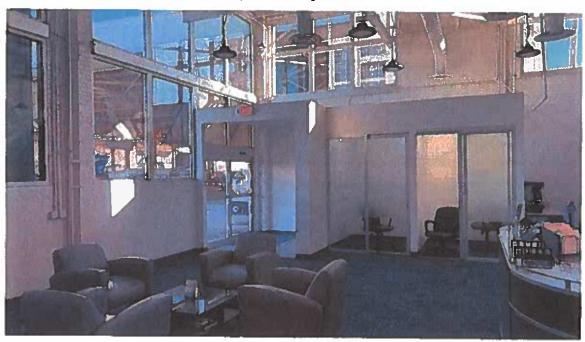
Hangar #2 Interior



Hangar #2 Renovation/Expansion facing Airport Road



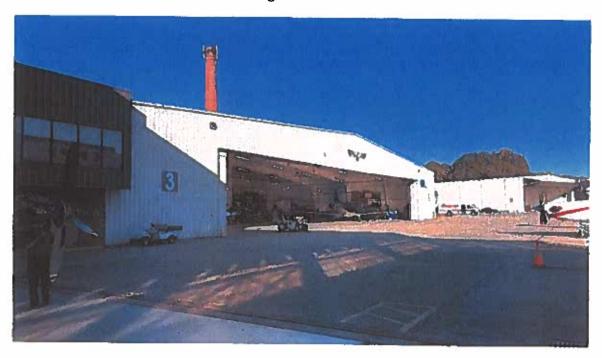
Hangar #2 Reception Area



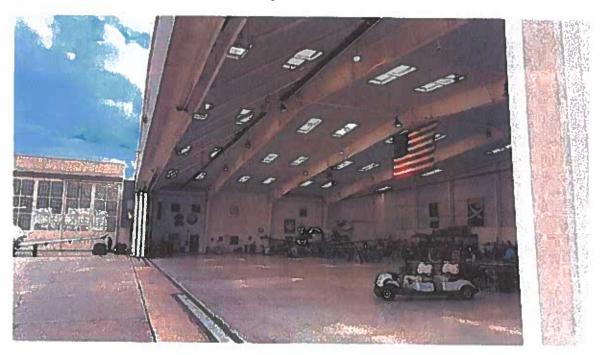
Hangar #2 Maintenance Space



Hangar #3 Exterior



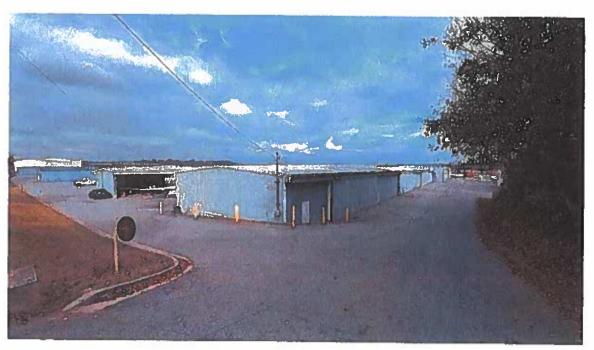
Hangar #3 Interior



Tract 4A, 4-A1, and 7-A1

These tracts are ancillary parcels of land that provide access to the standard T-hangars on the northside of Tract 7-A. Tract 4-A is landscaped with grass along a chain link fence and provides a barrier between the hangars and Hardee Avenue. Tract 4-A also contains a security gate that provides access to the T-hangars. Tract 4-A1 and 7-A1 are paved with asphalt and provide vehicular and aircraft access to the hangars. Collectively, these three tracts measure 0.255 acres (11,107 SF).





View of Tract 4-A1 & Tract 7-A1 Facing West



Tract 5

This tract, located to the east of the Administration building, is designated as an aircraft tie down area. The asphalt covered tract measures 1.006 acres (43,821 SF) and has room for approximately 15 aircraft with in-ground, recessed, tie down anchors. An on-airport restaurant, the Downwind, overlooks the parcel.





Tract 5-A

This tract is home to hangars #4 and #5. Each hangar was constructed in 1980 and is comprised of 10,000 square feet. Both hangars have siding doors with a door height of 20 feet. Both hangars are constructed of a steel structure with an aluminum exterior. The hangars have radiant heating with metal halide lighting. Both hangars include an office component (1,120 SF and 2,225 respectively) with vehicular parking for approximately 20 vehicles in the rear. The tract totals 1.270 acres (55,321 SF).

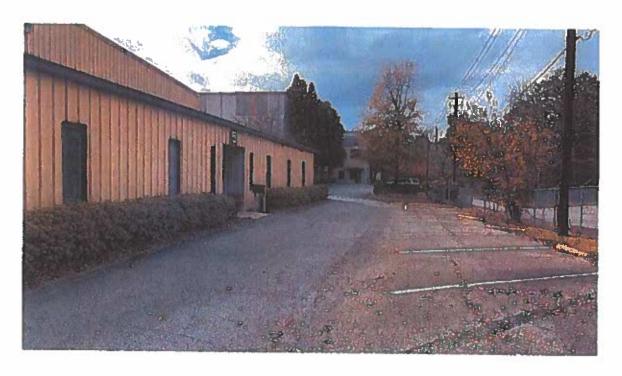
Hangar #4 & #5



Interior Pic - Hangar #4

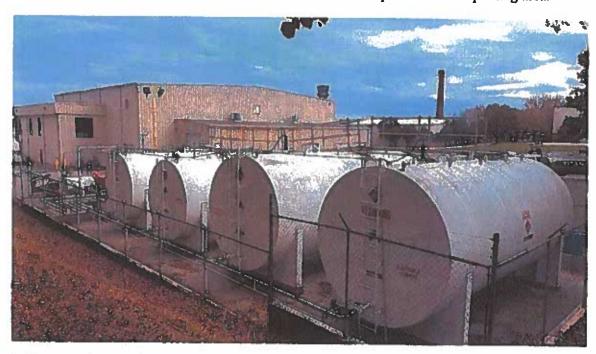


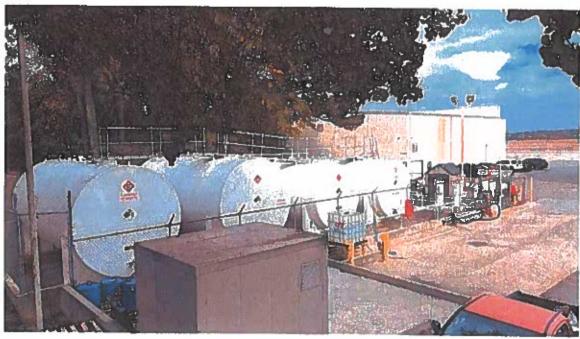
Parking area – Hangar #5



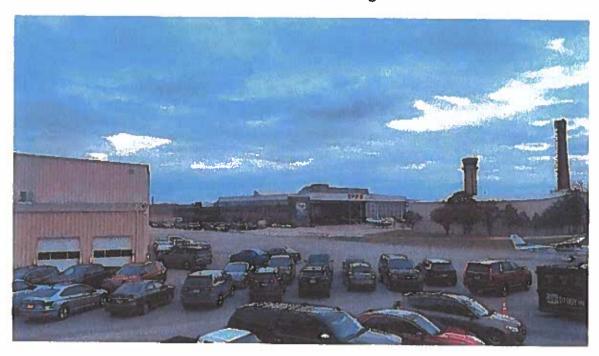
Tract 5-B

This tract is home to the fuel farm. The fuel farm, built in 1990, consists of four tanks. Two 20,000 gallon Jet A tanks, one 15,000 gallon Jet A tank, and one 15,000 gallon Avgas tank. Track 5-B consists of 1.471 acres (64,077 SF). It also includes an asphalt vehicular parking area.





Tract 5-B Vehicular Parking Area



Tract 7-A

This tract is the largest tract measuring 6.986 acres (304,310 SF). This tract is home to Hangar #6, Hangar #7, and Hangar #8, all 10,000 SF in size.

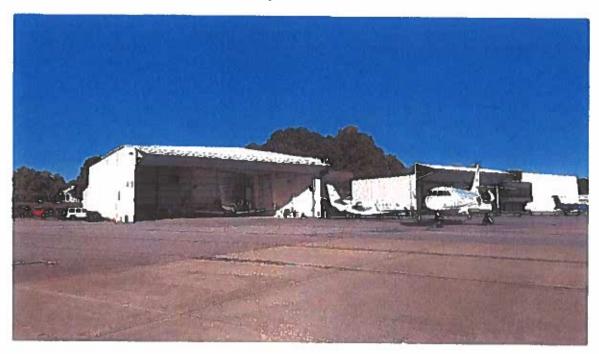
Hangar #6. built in 1999, measures 100° x 100° with a door height of 25°4°. It also includes a 2-story office component measuring 1,372 square feet which includes a reception/waiting area on the first floor.

Hangar #7, built in 1983, measures 100° x 100° with a door height of 24°9°. It includes a 2-story office component measuring 1,642 square feet which includes a reception/waiting area on the first floor.

Hangar #8. built in 1983, measures 100° x 100° with a door height of 24'9°. It includes a 2-story office component measuring 1,642 square feet which includes a reception/waiting area on the first floor.

All three hangars are constructed of a steel interior structure with an aluminum exterior. They are outfitted with radiant heating and metal halide lighting.

Hangar #6 Exterior



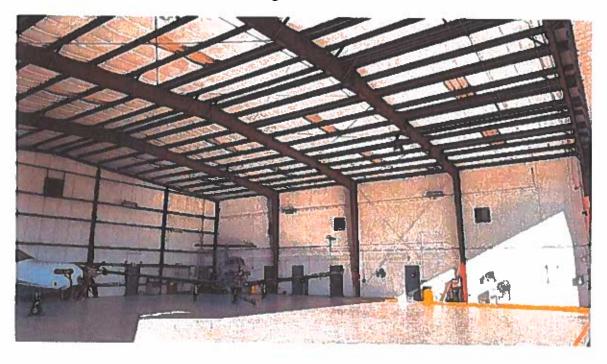
Hangar #6 Interior



Hangar #7 & #8

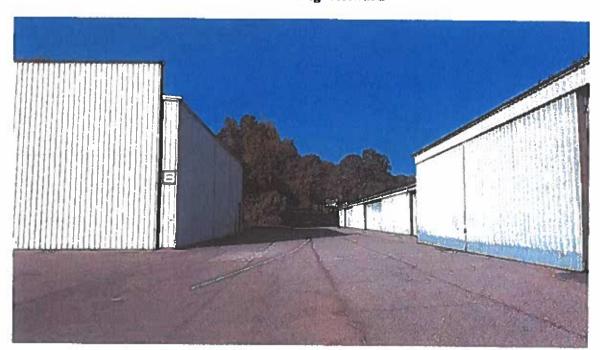


Hangar #7 Interior



Tract 7-B

This tract is mostly a throughfare to the T-hangars and a parking area for Hangars #7 and #8. The area is paved with asphalt and is able to accommodate parking for approximately 40 vehicles. The tract measures 1.489 acres (64,861 SF).



Tract 7-B facing westward

Tract E-1

This tract measures 1.471 acres (64,077 SF) and is a parking area with parking for approximately 60 vehicles.



Tract E-1 Parking Area

MARKET RENT ANALYSIS

The opinion of market rent for the subject airport was developed based on an analysis of the information and data obtained from similar properties at comparable airports throughout the southeastern US. Comparable airports were chosen based on their proximity to Atlanta, volume of corporate jet traffic, runway length, and availability of services. All ground lease rates are gross rates unless otherwise indicated. All rates are exclusive of any fuel/service agreements unless otherwise noted. It is also important to note that all comparable lease data utilized in this analysis reflects information for hangar/office developments leased directly from the ownership entity of their airport. Subleases have been disregarded in this analysis as they typically reflect additional considerations.

Comparable Airports

Comparable #1 - Fulton County Executive Airport (FTY)

Proximity to Atlanta:

6 miles west

Dimensions of longest runway:

5,797° x 100° (8/26)

Number of aircrast operations:

218/Day

Number of based aircraft:

86

Available services:

Jet A, ILS approaches, airplane/powerplant service.

and Customs.

Comparable #2 - Cobb County International Airport-McCollum Field (RYY)

Proximity to Atlanta:

21 miles NW

Dimensions of longest runway:

6,295° x 100° (9/27)

Number of aircraft operations: Number of based aircraft:

262/Day 326

Available services:

Jet A, ILS approaches, airplane/powerplant service,

and Customs.

Comparable #3 - Gwinnett County Airport (LZU)

Proximity to Atlanta:

33 miles NE

Dimensions of longest runway:

6,001° x 100° (7/25)

Number of aircraft operations:

227/Day

Number of based aircraft:

236

Available services:

Jet A, ILS approaches, airplane/powerplant service,

and Customs.

Comparable #4 - Atlanta Regional Airport-Falcon Field (FFC)

Proximity to Atlanta:

25 miles SW

Dimensions of longest runway:

5,768' x 100' (13/31)

Number of aircraft operations:

208/Day

Number of based aircraft:

227

Available services:

Jet A, ILS approaches, airplane/powerplant service,

and Customs.

Comparable #5 - Newnan Coweta County Airport (CCO)

Proximity to Atlanta: 30 miles SW

Dimensions of longest runway: 5,500' x 100' (15/33)

Number of aircraft operations: 137/Day Number of based aircraft: 140

Available services: Jet A, ILS approaches, airplane/powerplant service.

Market Rent Survey

Comparable #1 - Fulton County Executive Airport (FTY)

Discussions with Airport Management indicated that ground lease rates were \$0.50/SF per year for a 30-year term with hangar lease rates in the \$12.00 - \$16.00/SF range depending on the level of fueling, amenities, and/or ground support.

Comparable #2 - McCollum Airport (RYY)

Discussions with Airport Management indicated that existing hangar lease rates were around \$15.00/SF. There are plans for future hangar development on the south side of the field with a targeted market rate of \$18.00 - \$19.00/SF. Typical ground lease transactions are in the \$0.55 - \$0.60/SF range.

Comparable #3 - Gwinnett County Airport (LZU)

Discussions with Airport Management indicated that current ground lease rates were \$0.75/SF per year. A recent comparable for unimproved space on the field with a required \$5M investment from the Tenant was set at \$0.03/SF per year for the first 2-years, followed by an increase to \$0.40/SF per year for years 3-8. A final increase to \$0.50/SF per year is scheduled to take effect at the beginning of year 9. Hangar rates were reported to be in the \$13.00 - \$16.00/SF range.

Comparable #4 - Atlanta Regional Airport-Falcon Field (FFC)

Ground lease rates vary based on the location on the field and the type of lease. Ground lease rates range from \$0.65-\$1.35/SF per year at Falcon Field. All leases are subject to annual CPI increases. A recent hangar closing (11/27/2023) on the field revealed a ground lease rate of \$1.20/SF per year.

Comparable #5 - Newnan Coweta County Airport (CCO)

Discussions with Airport Management indicated a ground lease rate of \$0.30/SF per year. A recent comparable indicated that a 6,400 SF hangar leased at \$15.00/SF.

Market Rent Survey

	Ground Lease Rate		Building	
Airport			Rent/SF	
FTY	\$	0.50	\$12.00 - S16.00	
RYY	\$	0.60	\$15.00 - \$19.00	
LZŲ	\$	0.75	\$13.00 - \$16.00	
FFC	\$0.65	5 - \$1.35	\$14.00 - \$15.00	
CCO	\$	0.30	\$15.00 - \$16.00	

Final Rent Estimate

It is the opinion that there is sufficient data to derive a reasonable conclusion of market rent for the leasehold. The selection of a market-based rental rate is based upon the information contained herein, with consideration given to the quality and condition of the subject property, as well as the location and amenities of PDK as compared to the airports surveyed herein. PDK is considered superior to most of the survey airports due to amenities and location proximity to commercial areas and downtown Atlanta.

We also consulted with other Aviation Real Estate Specialists within our nationwide Aviation Property Network and found our recommendations to be in line with the current U.S. market. We reconcile to the top of the comparable range and add a location premium. This is supported by above average demand for the location.

We took into consideration the different property types (parking areas, tie down areas, fuel farms, terminal/FBO space, office space, and hangar space) to come up with a market rate for the entire leasehold.

	Avg Market		Total		Final	
	SF	Rate/SF		per Yr	Ra	ite/SF
Improved Land (Hangar/Office/Shop Space)	223,451	1.42	\$	317.300	\$	0.40
Unimproved Land (Parking/Ramp/Apron)	571,988	0.45		257,395		0.32
Total SF	795,439	Ly year	\$	574.695	\$	0.72

Based on the relevant data assembled during our investigation, along with our analyses and conclusions above, it is our opinion that current market rent for the Aero Center Epps Atlanta leasehold of this size (795,439 SF) and age with comparable amenities would be \$0.72 per land square foot, or \$574,695 per year.

Limiting Conditions

This report is subject to the following conditions and to other specific and limiting conditions as described by Flock Realty Group herein.

- Information, estimates, and opinions furnished to Flock Realty Group and contained in this
 report were obtained from sources considered to be reliable and are believed to be true and
 correct. Flock Realty Group assumes no responsibility for their accuracy.
- 2. Unless noted in this report, the rental rate conclusions do not include contributory value of any personal property, furniture, fixtures, equipment, or on-going business value.
- 3. The existence of hazardous materials, which may or may not be present on the property, was not observed by Flock Realty Group. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
- 4. Flock Realty Group has not made a survey of the property to determine whether or not it is in compliance with the various detailed requirements of the Americans with Disability Act (ADA).
- 5. Flock Realty Group has no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

Thank you for the opportunity. Feel free to give me a call or send me an e-mail with any questions.

Sincerely,

Jim Flock, Jr.

Jim Flock, Jr., CCIM President

EXHIBIT A

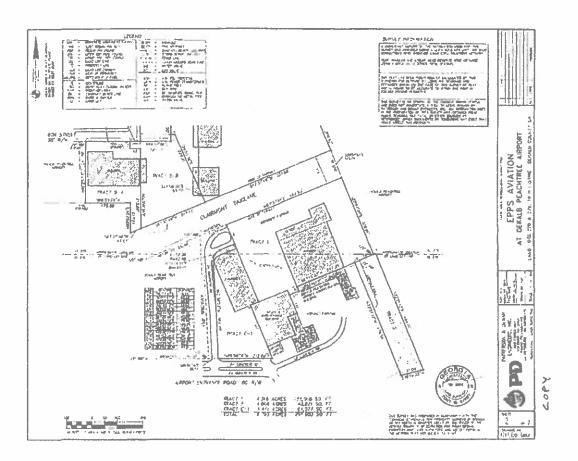


EXHIBIT A-1

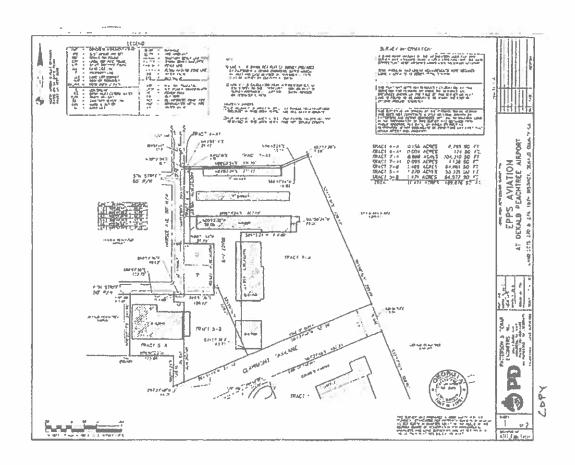
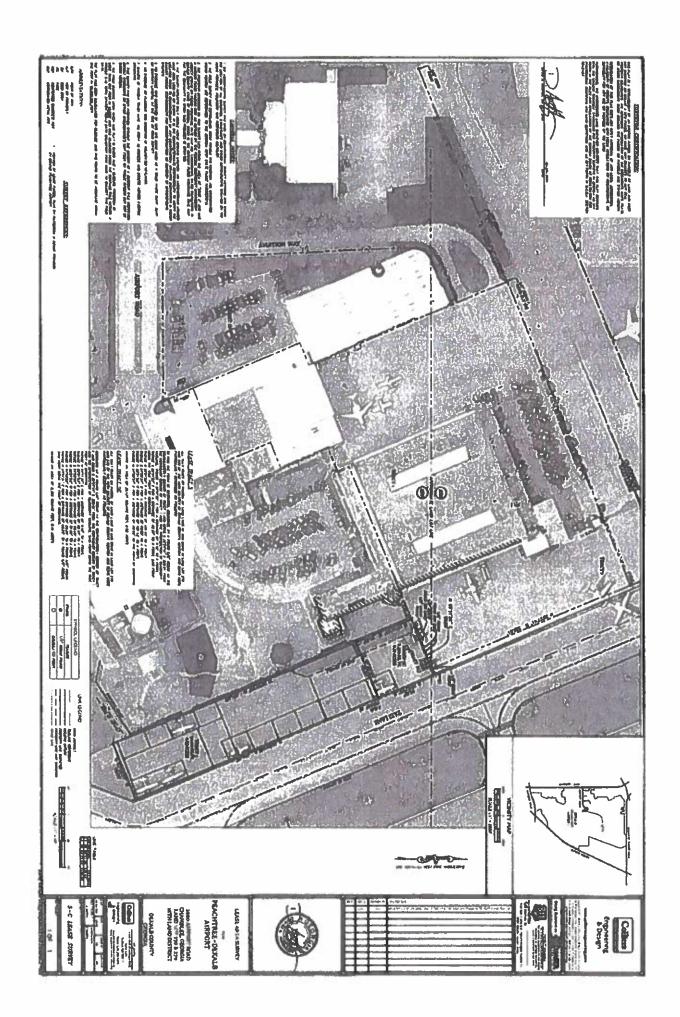


Exhibit C to Lease Amendment No. 7 (consisting of 3 pages)

Lease Area Survey for DeKalb Peachtree Airport
Dated 9/21/2021
By Colliers Engineering & Design



LEASE TRACT 5

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 270 AND 279 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A FOUND 1/2" REBAR AT THE SOUTHEASTERLY CORNER OF TRACT 1 AND BEING S 22°27'41" E 328.01' FROM THE NORTHEAST CORNER OF TRACT 1 AND THE INTERSECTION OF CLAIRMONT TAXILANE, THENCE N 67°11'36" E FOR A DISTANCE OF 9.42' TO A POINT;

THENCE S 22°21'23" E FOR A DISTANCE OF 92.57' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S 22°21'23" E FOR A DISTANCE OF 401.43' TO A POINT:

THENCE S 67°38'37" W FOR A DISTANCE OF 90.00' TO A POINT:

THENCE N 22°21'23" W FOR A DISTANCE OF 401.43' TO A POINT:

THENCE N 67°38'37" E FOR A DISTANCE OF 90.00' TO THE POINT OF BEGINNING.

HAVING AN AREA OF 36,127 SQUARE FEET, 0.83 ACRES.

LEASE TRACT 5C

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 270 AND 279 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR AT THE SOUTHEASTERLY CORNER OF TRACT 1 AND BEING S 22°27'41" E 328.01' FROM THE NORTHEAST CORNER OF TRACT 1 AND THE INTERSECTION OF CLAIRMONT TAXILANE, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE N 67°11'36" E FOR A DISTANCE OF 9.42' TO A POINT;

THENCE S 22°21'23" E FOR A DISTANCE OF 92.57' TO A POINT:

THENCE S 67°38'37" W FOR A DISTANCE OF 90.00' TO A POINT:

THENCE N 22°21'23" W FOR A DISTANCE OF 91.89' TO A POINT;

THENCE N 67°15'22" E FOR A DISTANCE OF 20.29' TO A FOUND 1/2" REBAR; THENCE N 67°11'31" E FOR A DISTANCE OF 60.29' TO A FOUND 1/2" REBAR.

SAID POINT BEING THE POINT OF BEGINNING.

HAVING AN AREA OF 8,300 SQUARE FEET, 0.19 ACRES.

Exhibit D to Lease Amendment No. 7 (consisting of 1 page)

Lease Area Survey of Smokestack Parcel Dated July 12, 2019 by Atwell

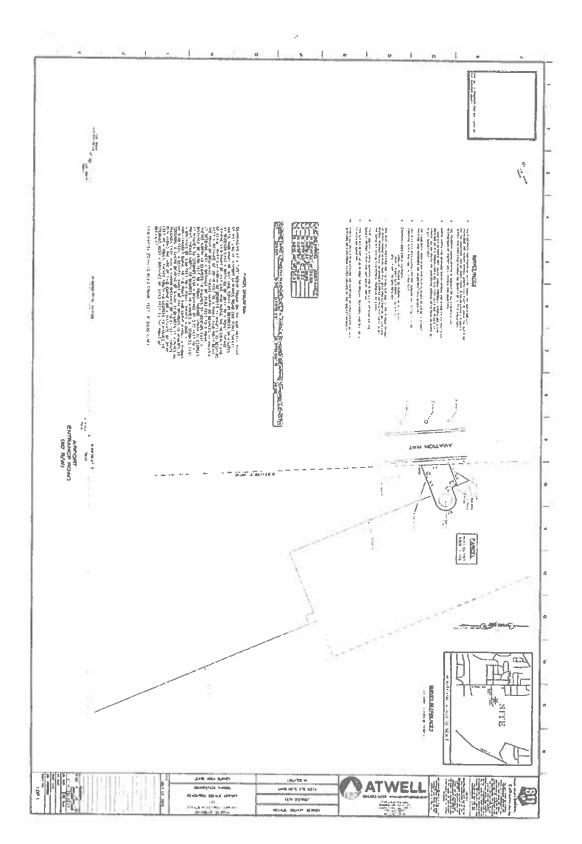
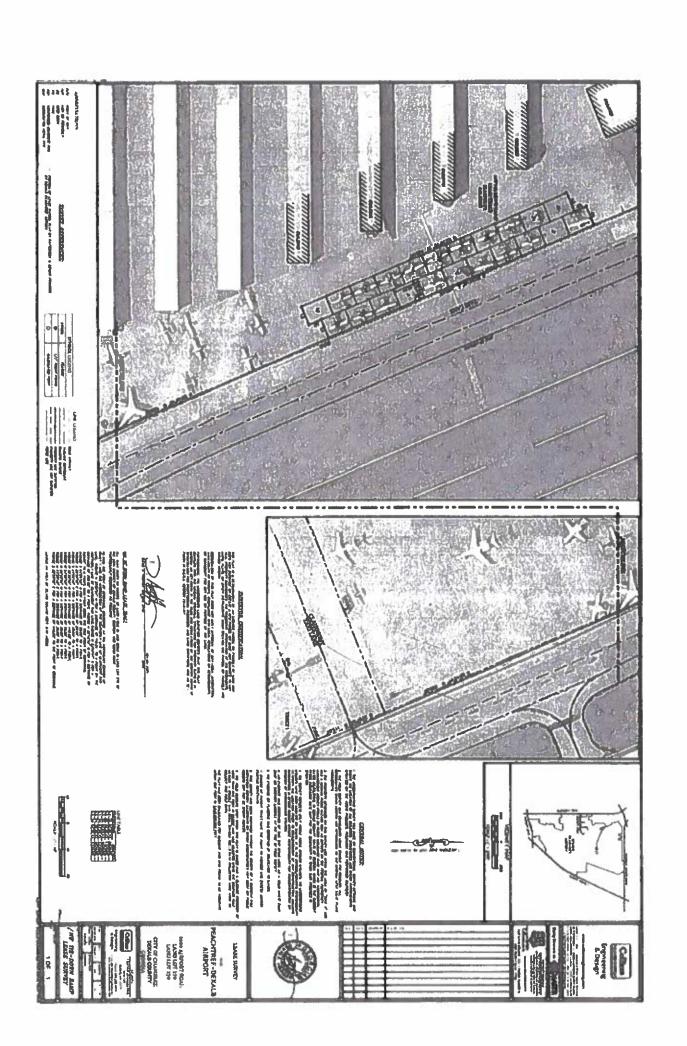


Exhibit E to Lease Amendment No. 7 (consisting of 2 pages)

NW Tie-Down Ramp Lease Survey Dated 9/21/2021 by Colliers Engineering & Design



NW TIE DOWN RAMP LEASE TRACT

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 279 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF TRACT 1 AND THE INTERSECTION OF THE SOUTHERLY LINE OF CLAIRMONT TAXI LANE, THENCE N 20°51'04" W FOR A DISTANCE OF 115.04' TO A POINT ON THE NORTHERLY LINE OF CLAIRMONT TAXI LANE; THENCE N 23°18'47" W FOR A DISTANCE OF 209.82' TO A POINT; THENCE N 22°45'15" W FOR A DISTANCE OF 528.07' TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 67°29'45" W FOR A DISTANCE OF 30.00' TO A POINT; THENCE S 22°30'15" E FOR A DISTANCE OF 20.00' TO A POINT; THENCE N 22°30'15" W FOR A DISTANCE OF 440.00' TO A POINT; THENCE N 67°29'45" E FOR A DISTANCE OF 30.00' TO A POINT; THENCE N 22°30'15" W FOR A DISTANCE OF 30.00' TO A POINT; THENCE N 67°29'45" E FOR A DISTANCE OF 30.00' TO A POINT; THENCE N 67°29'45" E FOR A DISTANCE OF 30.00' TO A POINT; THENCE S 22°30'15" E FOR A DISTANCE OF 30.00' TO A POINT; THENCE S 22°30'15" E FOR A DISTANCE OF 440.00' TO THE POINT OF BEGINNING.

HAVING AN AREA OF 26,400 SQUARE FEET, 0.61 ACRES.

Exhibit F to Lease Amendment No. 7 (consisting of 2 pages)

UNDATED BUDGET ANALYSIS SUMMARY
for the
EPPS AIR SERVICE, LLC
dba Aero Center Epps Atlanta, LLC

CAPITAL IMPROVEMENTS PROJECT

Exhibit F (consisting of 2 pages)

BUDGET ANALYSIS SUMMARY for the EPPS AIR SERVICE, LLC dba Aero Center Epps Atlanta, LLC CAPITAL IMPROVEMENTS PROJECT

BUDGET ANALYSIS COST OF IMPROVEMENTS of \$5,481,800

Ramp		\$975,000
•	Remove/demo and replace Concrete Ramp	
•	Remove/demo and replace joint sealer	
FBO Fa	ncility	\$898,775
•	Remove demo/replace Lobby, Front entrance, customer and pilot areas	
•	Remove demo/replace and enlarge 4 bathrooms	
•	Remove/demo/replace flooring throughout facility	
•	Remove/demo/replace lighting fixtures throughout facility with efficient/sustainable lights	
•	Construct 10 new offices and add 1 new staff/customer lounge and 1 new pilot lounge	
•	Demo replace HVAC with high efficiency system	
Hangar	1 Skylights	\$185,275
•	Remove demolish and replace with 20 highly	
	efficient sustainable skylights	
•	Caulk, seal and treat inside and outside of new skylight windows	
FBO Fa	acility Fence	\$237,081
•	Add New Perimeter Security fence	
•	Add 4 New security gates	
•	Add New efficient Security Cameras	
FBO Fa	acility Windows	\$248,756
•	Remove demolish and replace approximately 75 highly	
	efficient windows	
•	Caulk, seal and treat inside and outside of new windows	
Hangar	s 4, 5, and 6	\$215,655
•	Remove/demo and replace roofs	•
•	Remove demo and replace gutter systems	

rianga	rs 4 and 5	\$299,333
•	Remove/demo and replace 2 customer areas	
•	Remove/demo and replace enlarge 2 bathrooms	
•	Remove/demo and replace 8 office and shop areas	
Hanga	rs 6, 7 and 8 doors	\$1,092,500
•	Remove/demotish and replace Bifold doors	
•	Add 3 new Para port style rollup doors	
•	Add 2 feet of height to door openings	
Hangai	r 1 Door 20 Sections	\$879,425
•	Remove/demo and replace Glass as needed	
•	Remove replace all rollers and efficient weather stripping	
•	Remove/demo and replace steel siding	
•	Add efficient electric motors	
Archite	eet/ Engineer/Permitting/Consulting/IT	\$450,000
•	Drawings and structural/mechanical engineer	
•	Permitting and construction management	
•	IT for cameras and security fence	
BUDGET AN	VALYSIS COST OF IMPROVEMENTS	\$5,481,800

Exhibit G to Lease Amendment No. 7 (consisting of 1 pages)

DeKalb Peachtree Airport Remittance Worksheet

DEKALB PEACHTREE AIRPORT

Remittance Worksheet



	ne of Lessee Epps Air Service, LLC		· · · · · · · · · · · · · · · · · · ·
			0.801 Commissions: 800.0354.802
Desc	ription of Leased Property		
Mon	th Reported		
A.	Monthly Rent Lease Payment:		Total Lease Payment \$
В.	Commission (Account # Fuel Flowage Fee (FFF) >Number of gallons): Jet Fuel	Aviation Fuel
	>Cost/price per gallon to Lessee	•	
	Subtotal (gallons X cost/price)	\$	\$
	>Fuel Flowage Fee (% or Cents) Gallons entered above multiplied OR Subtotal multiplied by perce (as specified in the Lease) equals Total Fuel Commission	d by Cents, ntage (%)	SSSSS Total Fuel Commission \$
C.	Commissions Other (Oils, Lubr	icants) (Acco	unt #):
	>Number of gallons		
	>Fuel Flowage Fee (% or Cents) Gallons multiplied by % or Cents (as specified in the Lease) equals Total Commission	ıts	\$\$ Total Commissions Other \$
GRA	ND TOTAL REMITTANCE FOR (A+B+C)	MONTH RE	EPORTED \$
Nam	e of person completing Worksheet:		
Signa	ature:		(Print or Type)
Phon	e: Fax:	E	Email
LE Del	of Remittance: SSEE IS REQUIRED TO RETUR Kalb Peachtree Airport, 2000 Airpo ail kbarnes@dekalbcountyga.gov.		TED WORKSHEET EACH MONTH te 212, Atlanta, Georgia 30341.