

## **FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

This **FIRST AMENDMENT TO GROUND LEASE AGREEMENT** (“**First Amendment**”) is made and effective as of the date of last signature hereto, \_\_\_\_\_, 2025, by and among **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Lessor**”) and **ATLANTA EXECUTIVE AVIATION, LLC**, a Georgia limited liability company (“**Lessee**”).

### **WITNESSETH**

**WHEREAS**, Lessor owns a tract of land located north and northwesterly of M. L. King, Jr. Drive and east and southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) acres, more or less, which Lessor has developed for use as an airport commonly referred to as the Fulton County Executive Airport-Charlie Brown Field (“**FTY**” or “**Fulton County Airport**”); and

**WHEREAS**, Brakkam Aviation Management, LLC and The Integral Group, LLC, both Georgia limited liability companies (“**Brakkam and Integral**”) desired to lease from Lessor approximately 13.879+/- acres commonly known as “**Parcel 4**” located at the Fulton County Airport; and

**WHEREAS**, Lessor and Brakkam and Integral entered into a Ground Lease Agreement as of June 1, 2021 (the “**Lease Agreement**”), for an initial term of forty (40) years, pursuant to which Brakkam and Integral operate as a fixed base operator at FTY to engage in the business of the ground handling, servicing, parking, maintenance, and repair of aircraft, among other purposes as more fully set forth in and subject to the terms and conditions in the Lease Agreement; and

**WHEREAS**, as of August 1, 2021, Brakkam and Integral assigned their interest in the Lease Agreement to Atlanta Executive Aviation, LLC (“**Lessee**”), a Georgia limited liability company jointly owned by Brakkam and Integral, as such assignment is permitted by the Lease Agreement; and

**WHEREAS**, pursuant to the Lease Agreement, Lessee was to “erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings,” substantially completing construction of such improvements within five (5) years of the date of execution of the Lease Agreement; and

**WHEREAS**, the Lease Agreement further provides that the deadline for substantial completion of the improvements may be extended with the approval of Lessor, which approval shall not be unreasonably withheld; and

**WHEREAS**, Lessee has requested that the deadline for substantial completion of the improvements be extended an additional three (3) years, stating that the continued impact of the COVID-19 pandemic, including shortages of skilled labor, supply chain disruptions, and increases in construction material prices, have caused airports to defer major capital projects by three (3) to five (5) years; and

**WHEREAS**, Lessor finds it necessary to assist Lessee by granting Lessee’s request to extend the deadline for substantial completion for an additional three (3) years, from June 1, 2026 to June 1, 2029; and

**WHEREAS**, Lessor and Lessee now desire to amend the Lease Agreement by this First Amendment to extend the deadline for substantial completion of the improvements as further described therein.

**NOW THEREFORE**, for and in consideration of the premises and mutual agreements and covenants hereinafter set forth, Lessor and Lessee hereto agree as follows:

1. Section 2.1 of the Lease Agreement is amended as follows, with added text in **bold** and deleted text in ~~strikethrough~~:

**2.1** The Lessee shall have the right to use and operate the Leased Premises as a Fixed Base Operator ("FBO") to include aircraft arrival and departure guidance; aircraft parking services; selling of aircraft fuels, propellants, lubricants, gasoline and diesel; aircraft tie-down; aircraft ground power; aircraft removal services; disabled aircraft removal; aircraft marshalling and towing; courtesy ramp and ground transportation; FBO passenger terminal and ancillary facility services and equipment related thereto, including without limitation passenger lounge, pilot lounge and snooze room, flight planning, flight catering, telephones, restrooms, automobile parking, passenger and crew courtesy transportation, rental cars, limo/taxi services, catering and advertising; other services normally associated with, or are ancillary to the operation of an FBO; hangar facility and ancillary services and equipment related thereto, including without limitation, tanks, pumps, and other equipment for the maintenance, service and repair of aircraft and to erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings as permitted herein, provided, however that before any such installations are made, a detailed list, sketch and plan, with itemized estimates of cost thereof, shall be filed in duplicate with the FTY Airport Manager, and written approval thereof obtained, such approval not to be unreasonably withheld, conditioned or delayed. One copy of said list, sketch and plan shall be retained by the Airport Manager, and one signed copy shall be returned to the Lessee. Lessee shall, within two (2) years of the Date of Execution of this Lease Agreement, submit architectural and engineering designs plans and specifications to the Lessor and shall substantially complete construction of such improvements, within ~~five (5)~~ **eight (8)** years of the Date of Execution of the Lease Agreement, unless extended with the approval of the County, which approval shall not be unreasonably withheld.

2. No Other Amendments. Except as expressly amended herein by this First Amendment, all other terms, conditions, and provisions of the Lease Agreement shall remain unmodified and in full force and effect.

3. Counterparts; Delivery. This First Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to this First Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals, all as of the day and year first written above.

**LESSEE:**

**ATLANTA EXECUTIVE AVIATION,  
LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: Miguel Southwell  
Title: President

*[SIGNATURES CONTINUED ON FOLLOWING PAGE]*

**LESSOR:**

**FULTON COUNTY, GEORGIA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Y. Soo Jo, County Attorney