

STATE OF GEORGIA

COUNTY OF FULTON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Lease**”), entered into as of the 1st day of June 2021, between FULTON COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as the “**County**” or “**Lessor**”, and BRAKKAM AVIATION MANAGEMENT, LLC, jointly with THE INTEGRAL GROUP LLC, or their designee¹, both Georgia limited liability companies, hereinafter referred to as the “**Lessee**”.

WITNESSETH

WHEREAS, the County is the owner of 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 the County has developed for use as an airport commonly referred to as the Fulton County Executive Airport -Charlie Brown Field (“**FTY**”), hereinafter referred to as the “**Fulton County Airport**”; and

WHEREAS, the Lessee desires to ground lease from the County approximately 13.879 +/- acres located at the Fulton County Airport, more commonly known as “Parcel 4” at FTY and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Land**”); and

WHEREAS, Lessor and Lessee agree to enter into a ground lease whereby Lessee will operate as a fixed base operator (“**FBO**”) to engage in the business of the ground handling, servicing, parking, maintenance, and repair of aircraft; development of a fuel farm/storage facility and the selling of aircraft fuels, propellants and lubricants, gasoline and diesel, to maintain and operate full aircraft servicing facilities; selling aircraft, aircraft engines, accessories and parts; providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business; giving flying

¹ Lessee intends to create a joint venture and assign this Lease to it.

instructions; providing pilots for operating planes for others; and carrying passengers and freight for hire, subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and the mutual promises between the parties hereto, and including the payments of rent hereinafter stipulated and the terms and conditions herein set forth, it is understood and agreed as follows:

1. Description of Premises; Easements; Authority.

1.1 Premises. The property hereby ground leased to the Lessee and over which the Lessee shall have the jurisdiction and authority provided by this Lease consists of the Land and all improvements now or hereafter located thereon (such property being hereinafter referred to as the “**Leased Premises**”) for any use permitted at law, including without limitation, use of the Leased Premises as a hangar facility and ancillary uses related thereto.

1.2 Easements. In addition, Lessor lets and leases unto Lessee the following easements (the “**Appurtenant Easements**”): (i) non-exclusive easements over, across and through the FTY in the location of any currently existing or hereafter installed utilities serving the Leased Premises and (ii) a non-exclusive easement to drain storm water run-off from the Leased Premises onto, over and across through the Fulton County Airport.

1.3 Authority. The County finds that its participation in the subject matter of this Lease is an exercise of its proprietary, rather than governmental powers; and the County represents and warrants to Lessee that (i) the execution and delivery of this Lease has been duly authorized by all requisite authority, and (ii) the Lease is legally binding and enforceable against the County in accordance with its terms.

2. Use of Leased Premises.

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) 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.

2.2 The Lessee shall at all times conduct its business in a lawful manner, and at all times conform to rules and regulations of the Federal Aviation Administration ("FAA") and the Georgia Department of Transportation ("GDOT"), insofar as applicable to the Lessee's possession of, and operation of business on, the Leased Premises.

2.3 The Lessee, in common with others so authorized, shall have the right to use common areas of FTY, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft. Lessee shall also have the right to the nonexclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, subject to the rights of others, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas. Lessee may install, operate, maintain, repair and store, subject to approval of Lessor in the

interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business. Lessee shall have the nonexclusive use, in common with others, to access to and from the Leased Premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons. Lessee's rights under this Lease shall be subject to all rules and regulations of the County, GDOT and the FAA governing FTY. The Lessee assumes exclusive responsibility for damages to persons and property by reason of all acts and conduct of the Lessee, its officers, agents, contractors, invitees and employees, on or about the Leased Premises.

2.4 No construction of any facility or structure permitted under this Lease, which requires the issuance of permit(s) by ordinances, statutes or regulations governing the same, shall be commenced until such permit(s) shall have been obtained by the Lessee.

2.5 Lessee shall comply with the Fulton County Airport commercial minimum building standards, currently codified in the Fulton County Code at Section 10-89, as these standards may be amended.

3. Lease Term. The term of this Lease shall be for a period of forty (40) years, commencing on the 1st day of June 2021, and expiring on the 31st day of May 2061, at eleven fifty-nine o'clock (11:59) p.m., unless sooner terminated or extended pursuant to the terms and conditions of this Lease (the "Initial Term"). Unless sooner terminated by Lessee or Lessor in accordance with the terms and conditions of this Lease, the term of this Lease shall automatically extend for a further term of two (2) additional renewal periods of five (5) years each, to expire at eleven fifty-nine o'clock (11:59) p.m. on the 31st day of May, 2066 and the 31st day of May, 2071, respectively (the "Extension Terms"). If the Initial Term of this Lease is extended as herein provided, the leasing of the Leased Premises for the Extension Terms, or any of them, shall be deemed so extended, and the base rental payable under the Lease for the Extension Term shall be determined (30) thirty days prior to the first or second Extension Term, as applicable, and in accordance with Section 4.1 below. The Initial Term and any effective Extension Term shall hereinafter be collectively referred to as the "Term".

4. Rent; Utilities; Maintenance and Repair.

4.1 Rent. The fixed monthly rent shall be one-twelfth (1/12) of the yearly rent of One Hundred Thirty-Eight Thousand Seven Hundred Ninety and NO/100 Dollars (\$138,790.00) (consisting of \$10,000.00 per acre for the portion of the Land described on Exhibits A, attached hereto), and shall be due and payable on or before the 10th day of each month. At each five (5) year anniversary from the date of execution of this Lease, the monthly fixed rent shall be increased by three percent (3.0%) at each five (5) year anniversary from the date of execution of this Lease.

4.2 Utilities. The Lessee shall, throughout the term of this Lease, pay all utility bills which may accrue in the operation of the Lessee's business on the Leased Premises.

4.3 Maintenance and Repair. During the term of this Lease, the Lessee shall maintain and keep in repair all buildings and improvements erected by Lessee on the Leased Premises and ensure that they are current with all applicable building codes in effect in the jurisdiction.

5. Default and Termination.

5.1 Default by Lessee. Lessee will be considered in default (following notice of default by Lessor and failure by Lessee to cure said default) as lessee under this Lease in the event of any one or more of the following occurrences:

5.1.1. In the event Lessee makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or if a decree is entered involuntarily adjudicating Lessee bankrupt and such decree is not dissolved within ninety (90) days;

5.1.2 Lessee fails to pay the rent or other charges required by this Lease when the same are due and the continuance of such failure for a period of thirty (30) days after written notice thereof from Lessor to Lessee;

5.1.3 Lessee voluntarily abandons all of the Leased Premises for a period of one hundred and eighty (180) consecutive days following written notice from Lessor to Lessee; provided, however in no event will any time that Lessee does not use the Leased Premises due to a casualty or condemnation be deemed to be an abandonment;

5.1.4 Lessee fails to fulfill in any material respect any of the other terms, covenants, or conditions set forth in this Lease if such failure continues for a period of more than sixty (60) days after written notice thereof from Lessor unless cured as provided below; or

5.1.5 Subject to the notification and cure provision contained in Section 5.1, if Lessee fails to comply with the requirements of Fulton County Code Section 10-31 et seq. regarding FTY, which are incorporated by reference as if fully set forth herein, except where such Code provisions as applied to Lessee are inconsistent with federal law, regulations or policies including, without limitation, the grant assurances.

5.2 Cure.

5.2.1 Lessee will be considered in default of this Lease if Lessee fails to fulfill any of the material terms, covenants, or conditions set forth in this Lease following the expiration of the cure period and/or written notice set in Section 5.1 above, except that if the nature of such default is such that the same cannot reasonably be cured within the specified cure or notice period, Lessee shall not be deemed to be in default if Lessee shall have commenced in good faith to perform whatever may be required for fulfillment within the specified cure or notice period after receipt of notice and continues such performance to completion and without interruption except as a result of a Force Majeure event.

5.2.2 Right to Cure Pursuant to a Construction Finance or Other Agreement with a Third Party Lender. At any time after the occurrence of any event set forth in Section 5.1, but within the timeframes set forth therein, the Lender or Lenders to Lessee, if any, shall be permitted, but not be required, to cure such default on behalf of Lessee, subject to the terms and conditions of this Lease. Lessee's Lender(s) may, but shall not be obligated to (i) perform the applicable Lessee's obligations under the Lease, (ii) cure any actual or purported Lease default and (iii) enter upon the applicable Leased Premises solely for such purposes. Lender shall have the right to assume this Lease for said purpose of curing the default and repossessing the improvements financed by the Lender. However, should the Lender assume this Lease for said

purposes of curing default and the repossession of its financed improvements, any subsequent assignment of this Lease by Lender shall be approved by the Lessor, which approval shall not be unreasonably withheld.

5.3 Termination of Lease by Lessor. If default is made by Lessee as described in Section 5.1 above, and such default is not cured as provided in either Section 5.1 or Section 5.2, then Lessor may elect to terminate this Lease following sixty (60) days' prior written notice to the Lessee.

5.4 Lease Termination by Lessee. The Lessee may terminate this Lease at any time during the Initial Term or any Extension Term by providing one hundred eighty (180) days' prior written notice to Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

6. Entry upon Premises. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any improvement in the FTY facility or for the protection of its property, and no responsibility or liability shall accrue to Lessee for any inconvenience to the Lessee arising out of the condition of the runways or the FTY facility or for the loss or damage for any period of time that the FTY facility or any portion thereof may be closed to traffic during any period of repair or construction. There shall be no diminution of rent for any time that the FTY facility or any runway thereon may be closed to air traffic. Furthermore, Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

7. Improvements/Structures; Third Party Purchase; Personal Property.

7.1 Third Party Purchase. At the end of the Initial Term, or any Extension Terms, ownership of any and all improvements/structures constructed or installed by Lessee on the Lease Premises shall revert to the County. Lessee may not sell improvements/structures constructed or installed by Lessee on the Leased Premises to a third party ("**Third Party Purchaser**"), without the approval of the Fulton County Board of Commissioners, which approval

shall not to be unreasonably withheld. If such approval is given, but the Lessee is unable to sell the improvements/structures constructed or installed by Lessee on the Leased Premises after a period of one (1) year then the Lessee, at Lessor's election, shall either remove such improvements/structures from the Leased Premises or such improvements/structures shall become the property of the Lessor.

7.2 Personal Property. All personal property placed or located by the Lessee on the Leased Premises may, at the Lessee's sole discretion, be removed by the Lessee at the end of the Initial Term, any Extension Terms, or earlier termination as the case may be.

8. Fuel Flowage Fees. Lessee shall pay the County the sum of (a) \$0.10 per gallon on each gallon of fuel, plus (b) \$0.10 per gallon on each gallon of oil (such charges being hereinafter referred to collectively as the "Fuel Flowage Fee"), purchased by and delivered to the Lessee at the Airport, for use in the aircraft of the Lessee or any subsidiary of the Lessee during the Initial Term or any Extension Terms; provided however, that no Fuel Flowage Fee shall be required to be paid by the Lessee with respect to any fuel or oil delivered to the Lessee by a supplier that is required to pay the Fuel Flowage Fee with respect to such fuel or oil. The Fuel Flowage Fee shall become due and payable to the County monthly on the 10th day of each month. Notwithstanding the foregoing, the County reserves the right to increase Fuel Flowage Fees provided that any such fee increase uniformly is applied by the County to all other airport lessees or occupants of the Airport engaged in the sale of fuel and oils, whether by exchange of currency or in-kind, Lessee understanding and agreeing that regardless of whether it sells fuel and oils via an exchange of currency or in-kind, the County shall be entitled to its Fuel Flowage Fee on each and every gallon of fuel or oil sold by Lessee.

8.1 Records/Audits. For the purpose of auditing the quantity of fuel and oil purchased by and delivered to the Airport on behalf of the Lessee, the Lessee agrees to maintain records that shall be open during normal business hours to inspection by a designated representative of the County upon reasonable advance written notice of at least ten (10) business days and to file with each monthly payment of the Fuel Flowage Fee a report of the quantity of fuel and oil purchased by and delivered to the Lessee at the Airport. Notwithstanding the foregoing, Lessee shall not be obligated to purchase minimum quantity of fuel or oil, either in the aggregate

over time or at any particular time. Nothing contained in this Lease shall operate to limit in any way the right and power of the Lessee to enter into and perform under agreements with suppliers of fuel, oil, services, provisions and other items attendant to the operation by the Lessee of its facilities located on the Leased Premises.

9. Governmental Regulations.

9.1 The Lessee recognizes the authority of the FAA or GDOT to regulate all matters pertaining to the actual flight and the servicing, airworthiness and repair of aircraft, and of the FTY Airport Manager to direct the operations of FTY, including the operations of the Lessee insofar as same affect the operations of FTY as an airport, and the rights of the public and other persons to the use of same and further recognizes the authority of the Airport Manager and of the Lessor to promulgate rules and regulations from time to time for the operations and control of the Fulton County Airport during normal operation, as well as in periods of emergency.

9.2 Subordination. This Lease is subordinate to the provisions of any agreement between the County and the United States or other governmental authority (regardless of when made) that affects FTY, including, but not limited to, agreements governing the expenditure of federal funds for FTY improvements. In the event that the FAA or other governmental authority requires any modification to this Lease as a condition of the County entering into any agreement or participating in any program applicable to FTY (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee has caused or will cause the County to be noncompliant with any of the County's government commitments (including, but not limited to, any assurances or covenants required of the County or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve the County's compliance with the same. Without liability to the County, the County shall have the right to terminate this Lease and reenter and repossess any portion of the Leased Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

10. Liability and Indemnification. The Lessee shall indemnify and hold harmless the County, its Commissioners, officials, officers, agents and employees, from and against any claim

or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee or any sub-lessees during the term of this Lease; the provisions of this sentence shall survive the termination (regardless of method) or expiration of this Lease for a period of seven (7) years following said termination or expiration. The Lessee assumes responsibility for maintaining order on the Leased Premises during the term of this Lease, and agrees to obey all laws and regulations governing its condition, and to permit no nuisance thereon.

11. License or Franchise. Should the Lessee herein be granted any license or franchise by any public or quasi-public agency to operate a facility at FTY under such conditions that such license or franchise is exclusive, and the granting thereof to the Lessee precludes the granting of similar license or franchise to another operator at FTY, the Lessee herein may be required as a condition of this Lease to allow the use by other operators of such facility, to the reasonable capacity thereof. In such cases other operators shall be required to pay proportionately the cost of such facility, including the additional cost to the Lessee, if any, by reason of having said facility granted to and installed on the Leased Premises. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

12. Assignment and Subletting. The rights of the Lessee herein shall not be assigned or sublet, in whole or in part, to any other person, firm or corporation, without the specific written consent of the County, which consent shall not be unreasonably withheld; provided, however, Lessee may, without the consent of the County: (i) subject to thirty (30) days prior notice to the County, assign or sublet, in whole or in part, the rights of the Lessee under this Lease to any affiliate or subsidiary entity of the Lessee, (ii) sublease ramp, hangar and other spaces to customers of Lessee for any normal FBO aeronautical uses permitted hereunder upon such terms and conditions as Lessee may determine in its sole discretion, and (iii) make a collateral assignment of this Lease to secure any construction loan to finance the construction of any improvements on the Leased Premises by Lessee, and the holder of said collateral assignment shall have the right to remove any improvement financed by Lessee upon default of Lessee, as well as the power of sale

contained in the security agreement. Lessor reserves the right as Fulton County Airport sponsor to review any sublease for ramp, hangar or other space, upon reasonable request to Lessee.

13. Insurance. The Lessee shall obtain and keep in force during the term of this Lease an aviation public liability insurance policy, naming the County as an additional insured, issued by a recognized insurance company authorized to do business in Georgia. Lessee shall maintain coverage in the categories and amounts described herein below:

13.1 Coverage. Throughout the term of this Lease Lessee shall provide and maintain in full force and effect Airport Liability insurance with limits of not less than \$3,000,000 per occurrence/aggregate and also meeting the following requirements:

- (i) Lessee shall name Fulton County as an additional insured; and
- (ii) Lessee's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductibles, non-contributory, and waiver of subrogation in favor of Fulton County.

This insurance coverage shall remain effective during the Term of this Lease. Lessee shall promptly provide the County with any notice of cancellation of any or all of such insurance coverage and shall promptly provide the County with evidence that no lapse in insurance coverage has or will occur. Failure to maintain the above insurance coverage shall constitute an event of default by Lessee under this Lease, subject to the notice and cure rights contained in Section 5.1 and 5.2 above.

The aforementioned insurance coverage specified in this Lease are the minimum requirements and these requirements do not lessen or limit the liability of the Lessee.

14. Estoppel Certificates. Lessor agrees, upon not less than thirty (30) days prior written notice by Lessee, to execute, acknowledge and deliver a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which rent and other charges hereunder have been paid by Lessee, (iii) stating whether or not, to the best knowledge of Lessor, Lessee is in default in the performance of any covenant,

agreement or condition contained in this Lease, and if so, specifying each default of which Lessor may have knowledge, and (iv) stating the address to which notices to Lessor should be sent. Any such statement delivered pursuant hereto may be relied upon by Lessee, any lender, mortgagee or creditor of Lessee, any prospective purchaser or sublessee (subtenant) of Lessee, or any prospective assignee of any such lender, mortgagee, creditor, purchaser or sublessee.

15. Hazardous Substance.

- (1) Lessee shall within ninety (90) days of the Date of Execution of this Agreement, report to Lessor any pre-existing environmental contamination located on premises. Lessor shall at its expense be solely responsible for the timely remediation of any pre-existing environmental contamination and shall take steps reasonably necessary to complete said remediation within a reasonable time. Lessor shall only be responsible for remediation if the pre-existing contamination involves substances at notification levels as may:
 - A. Be contained in the Georgia Department of Natural Resources, Environmental Protection Division guidelines set forth in Appendix I of § 391-3-19 of the Georgia Administrative Code.
 - B. Constitute any remedial obligations under any applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1987, as amended ("RCRA"),
- (2) Lessee shall not use, store, treat, discard or dispose of any hazardous substances in or about the Leased Premises, in violation of any Applicable Environmental Law (as hereinafter defined). For purpose of this Lease, "**hazardous substances**" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the Environmental Protection Agency (EPA) and the list of toxic

pollutants designated by Congress or the EPA under any applicable environmental law or legislation, as such lists may be supplemented, amended or newly enacted from time to time. To the extent that any of the applicable environmental laws of the State of Georgia establish a meaning for "hazardous substances" which is broader than that specified in any federal legislation or laws, such broader meaning shall apply. "**Applicable Environmental Law**" shall mean and include the collective aggregate of the following: any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or body exercising similar functions) or any restrictive covenant or deed restriction (recorded or otherwise) pertaining to the environmental and ecological condition of the Leased Premises.

- (3) The occupancy, operation and use of the Leased Premises by Lessee shall not violate any Applicable Environmental Laws.
- (4) Without limiting the generality of the above, Lessee represents that it is not the subject of any pending or, to the best of Lessee's knowledge, threatened investigation or inquiry by any governmental authority, or subject to any remedial obligations under any applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1987, as amended ("RCRA"), and any and all applicable state environmental laws, and this representation and warranty would continue to be true and correct following disclosure to any applicable governmental authority of all relevant facts, conditions and circumstances pertaining to the Lessee.
- (5) Lessee represents that it is not required to obtain any permits, licenses or authorization to occupy, operate or use any portion of the Leased Premises by reason of any Applicable Environmental Laws, other than permits and approvals received to operate an aviation fuel farm on the Leased Premises.

- (6) Lessee shall not cause any violation of any Applicable Environmental Laws, nor permit any environmental liens to be placed on any portion of the buildings or the Leased Premises as a result of Lessee's actions.
- (7) Lessee shall give notice to the County immediately upon either (i) Lessee's receipt of any written notice from any governmental authority of a violation of any Applicable Environmental Laws with respect to the Leased Premises, or (ii) acquiring actual knowledge of the presence of any hazardous substances on the Leased Premises in a condition that is resulting or could reasonably be expected to result in any adverse environmental impact, with a full description thereof. To the extent a violation of Applicable Environmental Laws is caused solely by Lessee, Lessee shall promptly comply with all Applicable Environmental Laws requiring the notice, removal, treatment, or disposal of such hazardous substances and provide the County with satisfactory evidence of such compliance.

16. Memorandum of Lease. Lessor and Lessee agree, at the request of the other, to execute such Memorandum of Lease or Short Form Lease as may be necessary to give notice to the public of the existence of this Lease (including without limitation the Appurtenant Easements) and the Initial Term and any Extension Terms of this Lease, together with such other terms and provisions which may be reasonably requested by the other for purposes of filing such Short Form Lease of record in the public records of Fulton County, Georgia.

17. Quiet Enjoyment. Lessor covenants and warrants that if Lessee shall pay the rent and shall perform the other covenants, and agreements and conditions required to be performed by Lessee pursuant to this Lease, Lessee shall, for the Initial Term and any Extension Term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Leased Premises, together with the access thereto, without interruption or hindrance by Lessor, its agent or employees, or any persons or entities claiming by or through Lessor.

18. Anti-Discrimination. The Lessee agrees that in its operation and use of FTY, it will not on the grounds of race, color, or national origin, discriminate or permit discrimination

against any person or group of persons in any manner prohibited by Title 49 Code of Federal Regulations, Part 21, Department of Transportation.

19. Equal Treatment for all Tenants. Lessor covenants and agrees that going forward it will not afford equal facilities to any other fixed base operators at a lesser sum per acre of ground area, or at a lesser royalty upon fuel, oil, or other commodity than the terms that are afforded Lessee herein.

20. Taxes. Nothing in this Lease shall operate to exempt the Lessee from the payment of ad valorem taxes on its assets, or from payment of any licenses required by County regulations or ordinances or laws of the State of Georgia for the operation of the Lessee's business at the Leased Premises. It is understood, however, that Lessee may pay any imposed taxes, fees, charges, levies or assessments under protest and, in good faith, contest the validity or amount thereof. Lessee shall be responsible for any and all late taxes, fees, interest, or other charges levied on account of its contesting the validity or amount of any such taxes, fees, charges, levies or assessments and agrees to take all necessary steps to remove or bond off any liens placed on the Land or Leased Premises within thirty (30) days of the same being recorded.

21. Notices. Any notice required or permitted to be given hereunder shall be deemed to be given when hand-delivered or one (1) business day after pickup by Federal Express, UPS, or similar overnight express delivery service, in any case addressed to the parties at their respective addresses referenced below:

LESSOR: Fulton County, Georgia
c/o Airport Manager, Fulton County Airport
3952 Aviation Circle, N.W., Room 200
Atlanta, Georgia 30336

Fulton County, Georgia
c/o Fulton County Land Administrator
141 Pryor Road SW, Suite 8021
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

LESSEE: Brakkam Aviation Management, LLC
455 Carondelett Cove SW
Atlanta, Georgia 30331

The Integral Group LLC
191 Peachtree Street
Suite 4100
Atlanta, Georgia 30303

22. Entire Agreement. This Lease constitutes the entire arrangement between the County and Lessee and there are no further written or oral agreements with respect thereto. No variation or modification of this Lease, and no waiver of its provisions, shall be valid unless in writing signed by the County's and Lessee's duly authorized representatives.

23. Airport Operation Areas. The County agrees that it will, at its own expense, maintain the aircraft operation areas, including taxiways and runways, in a useable condition considering the type and nature of the initial construction as shall be necessary and reasonable for the business operations of Lessee.

24. Signs. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

25. Obstruction Lights. Lessee agrees to permit Lessor to install, maintain and operate proper obstruction lights on the tops of all buildings or structures to be placed on the Leased Premises at no cost to the Lessee.

26. Title VI, Civil Rights Assurances.

26.1 The Lessee, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

26.2 Affirmative Action. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

27. Nonexclusive Rights. Lessee shall have the right and privilege of engaging in and conducting a business on the Leased Premises of FTY under the terms and conditions as set forth, provided, however, that this Lease shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of FTY other than those Leased Premises leased exclusively to Lessee.

28. Aircraft Service by Owner or Operator. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on FTY from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

29. Airport Development. Lessor reserves the right to further develop or improve the landing area of the FTY as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

32.5 Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by applicable law. If any clause or provision of this Lease or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws, rule or regulation of any governmental body, or becomes unenforceable for any reason, the intention of the parties hereto is that the remaining parts of this Lease and the application of such provision to other persons or circumstances shall not be thereby affected, but rather shall be enforced to the greatest extent permitted by law, unless the amount of Rent payable hereunder is thereby decreased, in which event County may terminate this Lease.

32.6 No Waiver of Rights. No failure or delay by County to exercise any right or power given it or to insist upon strict compliance by Lessee with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by County or any right it has herein to demand strict compliance with the terms hereof by Lessee. No payment by Lessee or acceptance by County of a lesser amount than shall be due from Lessee to County of a lesser amount than shall be deemed to be anything but payment on account, and the acceptance by County of such lesser amount, whether by check with an endorsement or statement thereon or by an accompanying letter or otherwise stating that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and County may accept such payment without prejudice to County's rights to recover the balance due or pursue any of County's other remedies hereunder. For the purpose of any suit brought by County in connection with the Lease, the failure to include any sum or sums maintained shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

32.7 Brokerage Commissions. Lessee warrants and represents to the Lessor that Lessee has not employed or retained any broker, finder or agent in connection with the negotiation of this Lease. Lessor warrants and represents to Lessee that Lessor has not employed or retained any broker, finder or agent in connection with the negotiation of this Lease.

32.8 Restaurants. The operation of a restaurant or cafeteria on the Leased Premises for public use is expressly forbidden.

32.9 Governing Laws. This Lease shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia. This Lease is expressly subordinate to any FAA rules or regulations.

32.10 Force Majeure. County and Lessee shall be excused from the performance of any of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all strikes and labor disputes; acts of governmental authorities such as expropriation, condemnation, and governmental regulations or controls; acts of God such as severe acts of nature or weather events including floods, fires, earthquakes, tornadoes, hurricanes, explosions or other casualties; war, and acts of terrorism; certain accidents or severe incidents resulting in the inability to obtain supplies or other difficulties beyond the reasonable control of such party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals the day and year first above written.

COUNTY:

FULTON COUNTY, GEORGIA
a political subdivision of the State of Georgia



Robert L. Pitts, Chairman

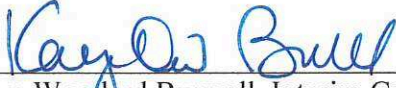
Attest:



Tonya R. Grier, Clerk to the Commission



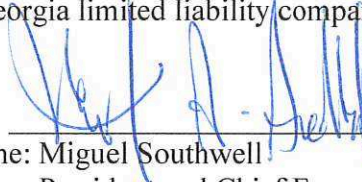
APPROVED AS TO FORM:



Kaye Woodard Burwell, Interim County Attorney

LESSEE:

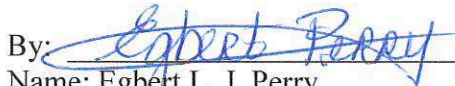
BRAKKAM AVIATION MANAGEMENT, LLC
a Georgia limited liability company



By: _____
Name: Miguel Southwell
Title: President and Chief Executive Officer

(SEAL)

THE INTEGRAL GROUP LLC
a Georgia limited liability company



By: _____
Name: Egbert L. J. Perry
Title: Chief Executive Officer

(SEAL)

ITEM # 21-0246 RM 5/5/21
REGULAR MEETING

EXHIBIT "A"

Legal Description

All that Tract or Parcel of Land lying and being in Land Lot 21 of the 14th/ District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point located on the southerly right-of-way line of Sandy Creek Road (50' right-of-way) also being the northeast corner of Lease Parcel 4, said point shall be known as the POINT OF BEGINNING; Thence, proceeding from the POINT OF BEGINNING thus established and leaving said right-of-way line of Sandy Creek Road (50' right of way) run South 15 degrees 07 minutes 12 seconds West, a distance of 119.05 feet;

Thence, South 10 degrees 06 minutes 31 seconds East, a distance of 288.57 feet;

Thence, along the northerly limit of the Taxiway Object Free Area, South 79 degrees 52 minutes 28 seconds West, a distance of 1294.98 feet to a point along the easterly right of way of Access Road (50' right of way);

Thence, leaving said northerly limit of the Taxiway Object Free Area and along said easterly right of way of Access Road (50' right of way), along a curve to the right having a radius of 138.99 feet, a distance of 119.95 feet, said curve being subtended by a chord bearing of North 25 degrees 47 minutes 50 seconds West and chord distance of 116.26 feet;

Thence, along a curve to the right, having a radius of 187.94 feet, a distance of 31.17 feet, said curve being subtended by a bearing of North 08 degrees 35 minutes 45 seconds East and chord distance of 31.13 feet;

Thence, North 13 degrees 34 minutes 34 seconds East, a distance of 100.36 feet;

Thence, along a curve to left, having a radius of 374.94 feet, a distance of 100.42 feet, said curve being subtended by a bearing of North 03 degrees 17 minutes East and chord distance of 100.12 feet;

Thence North 06 degrees 15 minutes 39 seconds West, a distance of 155.70 feet;

Thence, leaving said easterly right of way of Access Road (50' right of way), along a curve to the right, having a radius of 16.00 feet, a distance of 24.17 feet, said curve being subtended by a bearing of North 36 degrees 55 minutes 48 seconds East and a chord distance of 21.94 feet, to a point along the southerly right of way of sandy Creek Road (50' right of way);

Thence, continuing along said southerly right of way of sandy Creek Road (50' right of way), North 79 degrees 53 minutes 44 seconds East, a distance of 677.31 feet;

Thence, along a curve to right having a radius of 150.50 feet, a distance of 95.82 feet, said curve being subtended by a bearing of South 80 degrees 01 minutes 08 seconds East and a chord distance of 94.21 feet;

Thence, South 62 degrees 48 minutes 04 seconds East, a distance of 17.79 feet;

Thence, along a curve to left having a radius of 200.92 feet, a distance of 135.48 feet, said curve being subtended by a bearing of South 79 degrees 42 minutes 59 seconds East and a chord distance of 132.93 feet;

Thence, North 79 degrees 56 minutes 09 seconds East, a distance of 312.30 feet;

Thence, along a curve to the right having a radius of 156.13 feet, a distance of 63.01 feet, said curve being subtended by a bearing of South 86 degrees 29 minutes 29 seconds East and chord distance of 62.58 feet, to THE POINT OF BEGINNING.

Said Tract or Parcel of land containing 604,583.7 Square Feet or 13.879 Acres of Land and being depicted as a lease area on a drawing entitled "Exhibit of Fulton County Airport - Brown Field North Terminal Lease Area Parcels", prepared by Long Engineering, Inc., Stamped by Jaime F. Higgins RLS #2802, dated September 17th, 2020.