

STATE OF GEORGIA

COUNTY OF COBB

***AMENDMENT NO. 2 TO
COBB COUNTY AIRPORT – MCCOLLUM FIELD
AMENDED, RESTATED, AND CONSOLIDATED
LEASE AND OPERATING AGREEMENT***

THIS AMENDMENT NO. 2 TO COBB COUNTY AIRPORT – MCCOLLUM FIELD AMENDED, RESTATED, AND CONSOLIDATED LEASE AND OPERATING AGREEMENT (“Amendment”) is made and entered into this _____ day of _____, 2023, by and between **COBB COUNTY**, a political subdivision of the State of Georgia, (“Lessor”), and **HAWTHORNE GLOBAL AVIATION SERVICES, LLC**, whose principal place of business is located at 3955 Faber Place Drive, Ste 301, North Charleston, SC 29405, (“Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee did on the 1st day of June 2022 enter into an Amended, Restated, and Consolidated Lease and Operating Agreement (“Agreement”) for the leasehold of certain described real property (“Premises”) at the Cobb County Airport-McCollum Field, now known as Cobb County International Airport – McCollum Field (the “Airport”), located in Cobb County, Georgia, wherein Lessee was granted the right to engage in the business of general aviation services for the proper accommodation of general and commercial aviation at said Airport; and

WHEREAS, Lessor and Lessee did on the 8th day of August 2023 enter into Lease Amendment No. 1 of the Agreement for substitution of the required improvement plan to include a new general aviation terminal, a terminal area new hangar, and revise the required capital development schedule; and

WHEREAS, engineering efforts have found that current construction costs and additional field investigation of the site conditions have inflated the costs beyond the project's financial capacity for speculative hangar development; and

WHEREAS, Lessor and Lessee desire to amend the terms and conditions of the Agreement to approve a substitute required improvement plan to include removing a deadline specific speculative hangar, and revise the required capital development schedule to accelerate the construction of the terminal area new hangar.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the benefits received by Lessor and Lessee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. The Effective Date of this Amendment shall be the date the Amendment is executed by Lessor, which shall be the last party to execute the amendment.
2. Article I, **Term**, Paragraph D, **Third Option Period**, is hereby amended by deleting in its entirety and substituting in lieu there of the following new Article I, **Term** Paragraph D. **Third Option Period**:

D. Third Option Period

So long as Lessee is not in default of any of the terms of this Agreement, and so long as Lessee shall have fully and timely complied with the provisions contained in Article V.B. **Required Construction** to the satisfaction of Lessor, then Lessee may request of the Lessor to extend this Agreement with mutually agreed upon terms for an additional period of five (5) years by providing written notice of its request to extend this Agreement to Lessor no less than two years prior to the expiration of the Second Option Period.

3. Article V, Paragraph B, **Required Construction**, of the Agreement is hereby amended by deleting in its entirety and substituting in lieu thereof the following new Article V, Paragraph B. **Required Construction**:

B. Required Construction. As a part of the consideration for the

privileges granted herein, the receipt and sufficiency of which are acknowledged by Lessee, Lessee covenants and agrees to construct improvements on the Premises (collectively, the “Improvements”) as follows:

1. Phase 1 – Lessee agrees to complete to the reasonable satisfaction of Lessor the following construction prior to June 30, 2025:
 - a. Unless an alternative development is approved by Lessor, Lessee agrees to construct on the North Terminal Area (Exhibit A-4) a minimum of 6,000 square feet (Exhibit D) of new permanent general aviation terminal complimentary with the airport and local community’s character, subject to the approval of the Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.
 - b. Existing terminal and restaurant building exteriors shall be painted and finished to compliment the new general aviation terminal.
2. Phase 2 – Lessee agrees to complete to the reasonable satisfaction of Lessor the following construction:
 - a. Prior to December 31, 2025, the full 5.7 acres of the Southeast Hangar Area (Exhibit A-3) to be rough graded.
 - b. Prior to December 31, 2028, unless an alternative development is approved by Lessor, Lessee agrees to construct:
 1. A minimum of 25,000 square feet of new permanent hangar space and associated paved apron to a design consistent with the attached Exhibit E on Southeast Hangar Area (Exhibit A-3).
 2. The Southeast Hangar Area (Exhibit A-3) to be fully available for aviation uses including fully paved for aircraft apron tiedowns and vehicle parking.

4. Phase 3 – Lessee agrees to complete to the reasonable satisfaction of Lessor the following construction prior to June 30, 2030:
 - a. A minimum of 25,000 square feet of new permanent hangar space complimentary with the airport and local community’s character, subject to the approval of the Lessor, which approval will not be unreasonably withheld, conditioned, or delayed. on the Northwest Terminal Area (Exhibit A-4).
 5. The finished construction shall be consistent with those sample pictures and visual representations supplied by Lessee to Lessor on or about February 23, 2023, attached hereto as Exhibit D and Exhibit E unless otherwise approved by Lessor.
 6. The site layout and construction of any and all Improvements shall conform to all FAA criteria for Group III aircraft weighing 91,000 pounds dual wheel. Information on such aircraft criteria can be located at Advisory Circular for Airport Design 150/5300-13 and Advisory Circular for Pavement Design 5320-6D from time to time published and updated by the FAA. The finished construction may not include any portable buildings and shall otherwise conform to plans that have been approved by Lessor. Additionally, portable buildings that are impacted by the construction of the Improvements shall not be relocated on the Premises.
 7. The construction dates denoted in this Section V.B. are aspirational and shall be subject to reasonable adjustment based on funding contingencies, increased demand for construction services, supply chain disruptions, price fluctuations, and delays in design, permitting, sourcing, and construction. Nothing in this Section V.B. shall restrict Lessor from completing construction prior to the aforementioned dates.
4. All other terms and conditions of the Lease, as amended, shall remain the same and unchanged except as specifically set forth above. The Agreement, Amendment No.1, and this Amendment No. 2 shall be construed as if they were a

single document. Any terms not defined in this Amendment shall have the same meanings as ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

**LESSOR:
COBB COUNTY, GEORGIA**

Signed, sealed and delivered

In the presence of:

Witness

Notary Public

By: _____

Lisa N. Cupid Chairwoman
Cobb County Board of Commissioners

Attest: _____

County Clerk

Approved as to Form:

County Attorney's Office

Date: _____

{ Signatures continue on following page }

**LESSEE:
HAWTHORNE GLOBAL
AVIATION SERVICES, LLC**

**Signed, sealed and delivered
In the presence of:**

Witness

Notary Public

By: _____

Title: _____

[Seal]